AGREEMENT

North Memorial Health (“the Employer”) and SEIU Healthcare Minnesota (“the Union”) hereby agree as follows:

This Agreement applies to the Surgical Technologists bargaining unit only.

1. For purposes of this agreement, the term “temporary furlough” means a situation in which a member of the bargaining unit who holds a position with an authorized FTE status is temporarily relieved from working their normal or scheduled hours; in other words, this is unpaid time off for a temporary period of time.

1.1 A temporary furlough is different from a permanent reduction in hours, and is different from a layoff. Therefore, it is agreed and understood that Section 5.8 of the parties’ collective bargaining does not apply to or in any way govern the process set forth in paragraph (2) of this Agreement.

1.2 A temporary furlough is also different from a low need days as addressed in Section 17.4 of the parties’ collective bargaining agreement. Therefore, it is agreed and understood that Section 17.4 of the parties’ collective bargaining agreement, which focuses on low need days, does not apply to or in any way govern the process set forth in paragraph (2) of this Agreement.

1.3 It is agreed and understood that Section 4.2 of the parties’ collective bargaining agreement does not apply to a situation in which an employee goes on temporary furlough. The implementation of temporary furloughs for a segment of time shall be not be construed as a change in schedule for purposes of Section 4.2 or any other provision of the parties’ collective bargaining agreement.

2. Temporary furloughs shall be by job classification, unit / department, and shift. Temporary furloughs will be offered and assigned for periods of one week. The Employer will determine the temporary reduction in FTE and/or number of scheduled employees for a segment of time that will be subject to temporary furloughs by job classification, unit / department, and shift. The Employer will ask the employees working in that job classification, unit / department, and shift whether they would elect to take temporary furlough (thereby avoiding the temporary furlough of another employee on an involuntary basis). If the number of employees electing to take temporary furlough exceeds the temporary reduction sought by the Employer, the Employer will select the employees to place on temporary furlough for the defined segment of time, taking into account the seniority, skills, experience, work schedule, authorized hours, and mix of FTEs of the employees who have requested to be placed on temporary furlough, as well as the employees who would continue on the schedule. The Employer will also consider whether the employee previously elected to go on temporary furlough and whether that request was granted or denied so that employees desiring to go on temporary furlough (and avoid the temporary furlough of another employee on an involuntary basis) can take turns and share in this on an alternating / rotating-type basis. The Employer aims to grant the first round of requests to go on temporary furlough in seniority order amongst the relevant group of employees who made the request, and plans to do so absent some situation(s) in which staffing and/or scheduling needs would be compromised by following this strictly. Further, it is recognized that if a
request made by an employee with more seniority cannot be granted, such employee will be at the top of the list when the next round of temporary furloughs are being allotted.

In the event that there are an insufficient number of employees electing to take temporary furloughs, the Employer will assign or mandate employees for temporary furlough. In general, the Employer will attempt to assign mandatory temporary furloughs by inverse order of seniority, but it is recognized that the Employer will not be required to strictly adhere to this in light of the need to reach the targeted temporary reduction in FTE and/or number of employees, and/or in light of the need to make sure that junior employees are able to keep their skills up.

3. The following shall apply with respect to employees who are on temporary furlough.

3.1 An employee on temporary furlough cannot take, use, or cash-in paid time off (PTO), vacation, personal floating holiday hours, paid sick leave, Medical Leave Bank hours, or any other form of paid leave.

3.2 An employee on temporary furlough shall return to work for the employee’s first work shift after the completion of the temporary furlough in accordance with their supervisor’s or manager’s instructions or in accordance with the work schedule made available by their supervisor or manager.

3.3 While an employee is on temporary furlough and not working, the employee is not accruing compensated hours for purposes of PTO or vacation accrual, Medical Leave Bank Hours, wage increments (or step increases), seniority, or for any other purpose.

3.4 The collective bargaining agreement (in Section 5.1) defines seniority as based upon compensated hours. An employee will not earn additional seniority while on temporary furlough. An employee will not lose any compensated hours for purposes of seniority while on temporary furlough. An employee who goes on temporary furlough will not experience any termination or break in seniority, nor will the time on temporary furlough be in any way deducted or subtracted from an employee’s seniority. An employee who goes on temporary furlough will not experience a change in their date of hire or most recent date of employment with the Employer.

3.5 An employee on temporary furlough remains subject to the union-security clause in Sections 2.1, 2.2, and 2.3 of the parties’ collective bargaining agreement.

3.6 If an employee within their probationary period goes on temporary furlough, the time spent on temporary furlough will not count toward the 90 days, or the first 30-day extension (if applicable), or the second 30-day extension (if applicable).

4. It may be necessary to rebalance or otherwise change the department / unit work schedule once it is determined who will be on temporary furlough for the relevant segment of time. The Employer will attempt to identify volunteers for any needed schedule changes, but it is understood that there may be an insufficient number of volunteers based upon, or to fulfill, the needs of the department / unit. If there are more volunteers for a schedule change than needed, the Employer will give consideration to the relative seniority of the volunteers, but it is recognized that it may not be prudent or judicious to always grant the schedule change to
the most senior volunteer(s) when taking into account other impacts on and/or other needs for the overall schedule.

In the event of an insufficient number of volunteers, the Employer will take into account situations where a schedule change would cause a hardship for a particular employee before mandating a schedule change for that employee particularly on short notice. If it is necessary to mandate schedule changes, the Employer will give consideration to the relative seniority of the employees, but especially in light of the recognition that hardships should be taken into account, it is understood that it may not be just or reasonable to impose a schedule change on an employee with less seniority.

The Employer recognizes that it is desirable to avoid situations in which employees who want to maintain their existing work schedules are expected to make a change, and the Employer will in good faith seek to avoid and minimize those undesirable situations in which it is necessary to change employees’ work schedules absent volunteering or agreeing. Further, the Employer will not insist upon an employee working hours that are outside of the employee’s shift or shift rotation except in an emergency. (For example, the Employer will not insist that an employee who works straight days come in to work overnight except in an emergency; as another example, the Employer will not insist that an employee on a rotating day night shift come in to work for an evening shift absent an emergency.) In the event that the Union has a concern with reported schedule changes that are made to address the temporary furloughs in the unit / department, the Union may contact the Employer’s labor relations representative for purposes of reviewing and addressing the situation.

Notwithstanding anything in the collective bargaining agreement that might be interpreted otherwise, it is agreed that schedule changes which are needed to account for the scheduled “absence” of employees who will be on temporary furlough shall not constitute a breach of the parties’ collective bargaining agreement or this Agreement.

5. It is understood that, during this time period, employees in the bargaining unit must be prepared and willing to perform work in different areas, and on different tasks, than the employee would normally perform on a daily basis. The Employer will not ask employees to perform work that they cannot safely perform, or that they cannot adequately perform after an appropriate period of orientation and/or training as determined by the Employer.

6. The Employer will continue to provide insurance benefits (e.g., health, dental, life and short term disability) to employees on temporary furlough under the same terms and conditions as if they were actively employed for the months of April and May, 2020, provided that the employee abides by the recall and redeployment expectations established by the Employer.

Employees will be required to pay the employee portion of the benefit premiums. If an employee does not have adequate pay during a pay period to cover the premiums, they will go into payroll arrears. The employee will need to catch up on premiums that are missed in whole or in part in addition to paying their regular bi-weekly benefit premiums. This will occur through payroll deduction; deductions will be made to cover the arrears (in addition to their regular bi-weekly benefit premiums) until the employee is caught-up on the arrears.
7. If the Employer determines to reduce the number of employees or make a permanent reduction in hours, Section 5.8 of the parties’ collective bargaining agreement shall continue to apply to such situation(s).

8. In the event the Employer determines a need to reduce the number of employees scheduled for a particular day or on a particular shift, Section 17.4 of the parties’ collective bargaining agreement shall continue to apply to such situation(s).

9. To the extent that there is an inconsistency or conflict between the terms of the collective bargaining agreement and the effectuation of the process set forth in this Agreement, this Agreement shall control and prevail at it relates to effectively implementing and administering the temporary furloughs contemplated by this Agreement.

10. Employees will not go on temporary furlough prior to April 13, 2020. This Agreement will remain in effect through May 24, 2020. This Agreement may thereafter be extended by the mutual agreement of the Employer and the Union.

North Memorial Health

SEIU Healthcare Minnesota

____________________________________
Signature

____________________________________
Signature

Date

Date