

To SEIU Couriers,

I am pleased to report that we have reached a tentative contract agreement with Park Nicollet Health Services. If ratified by a majority of union couriers, the new contract agreement will go into effect with the new wages rates retroactive to April 1, 2020.

Please review the details of the agreement on the following pages and cast your vote by 5pm on Monday, June 8<sup>th</sup>, 2020. We will vote via survey monkey—just click here:  
<https://www.surveymonkey.com/r/2958L2H>

The bargaining team is recommending a yes vote. We believe this tentative agreement is an important step forward towards wage parity with other union members who do similar work. We succeeded at winning an immediate adjustment to the wage scales and a commitment that SEIU Couriers will be paid at the same rate as SEIU Pharmacy Messengers/Shuttle Bus Drivers at Park Nicollet Methodist starting April 1, 2022. We also negotiated language that prevents the employer from requiring anyone to lift, on their own, packages that weigh over 50lbs, language allowing paid time for new employee union orientation, and we resolved issues regarding the lead pay rates by creating a lead pay differential. While the new agreement does not reflect everything you deserve, it is a significant step forward. During these uncertain times when employers are making cuts, the value of having wages and rights guaranteed in a union contract is more apparent than ever before.

Please look over the tentative agreements (scroll down), ask any questions you may have. The tentative agreements below lists changes to your existing contact, any language that is not listed in a tentative agreement would remain the same as the current contact, which you can view here ([http://www.seiuhealthcaremn.org/files/2017/10/Park-Nicollet-Couriers-CONTRACT\\_3.8.2017-3.31.2020.pdf](http://www.seiuhealthcaremn.org/files/2017/10/Park-Nicollet-Couriers-CONTRACT_3.8.2017-3.31.2020.pdf))

Please vote online here (<https://www.surveymonkey.com/r/2958L2H>) by 5pm on Monday, June 8th, 2020.

If a majority of those who vote, vote yes, this tentative agreement will go into effect. If a majority vote no, you would have to demonstrate your collective power through a strike and then try to re-negotiate. The bargaining team is recommending a yes vote.

If you have any questions, please call more, send an email or reach out to the bargaining team.

In solidarity,

Krystal Klein  
Internal Organizer  
651-253-7845

[krystal.klein@seiuhcmn.org](mailto:krystal.klein@seiuhcmn.org)

Hours	0	2080	4160	6240	8320	10400	12480	14560	16640	18720	22880
Steps	1	2	3	4	5	6	7	8	9	10	12

*increase % at each step*

*Current Contract Rates*

		<b>1.52%</b>	<b>1.49%</b>	<b>1.54%</b>	<b>1.51%</b>	<b>1.49%</b>	<b>1.47%</b>	<b>1.57%</b>	<b>1.48%</b>	<b>1.46%</b>	<b>1.50%</b>
4/1/2019	15.17	15.4	15.63	15.87	16.11	16.35	16.59	16.85	17.1	17.35	17.61

**Proposed Contract Rates**

4/1/2020	<b>17.07</b>	<b>17.33</b>	<b>17.59</b>	<b>17.86</b>	<b>18.13</b>	<b>18.40</b>	<b>18.67</b>	<b>18.96</b>	<b>19.24</b>	<b>19.52</b>	<b>19.82</b>
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**Park Nicollet Methodist Hospital Tentative Agreement -5/27/20**

**Article 24 -Duration**

Except as otherwise provided herein, this Agreement shall be effective beginning April 1, 2020, and shall remain in full force and effect through and including March 31, 2023, and shall renew from year to year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to March 31, 2023 or any anniversary thereafter of the party's desire to modify or terminate this Agreement.

**Article 10 – Pay and Differentials**

**Wages-**

**Year 1 –**

2% increase to starting rate

Then add a Technical adjustment to starting rate of \$1.60

Wage increases retroactive to the first full pay period following April 1, 2020.

**Year 2 –**

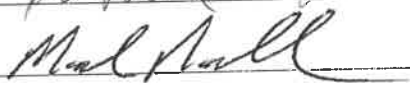
Match the Across the Board percentage increase that is agreed to for 2021 during the Methodist Hospital Service and Maintenance Contract negotiations. Increase would be effective the first full pay period following April 1, 2021.

**Year 3 –**

Provide a technical adjustment to the starting wage rate which creates parity with the 2022 starting rate of Service and Maintenance Contract for the Shuttle Drives/Pharmacy Couriers. Increase would be effective the first full pay period following April 1, 2022.

Number and timing of steps and percentages between steps remains the same as current step/grade chart structure.

Krystal Klein  Date 5/27/20

Mark Nordby  5/27/20

## SEIU Couriers/Park Nicollet Tentative Agreements 2020 Negotiations

The following Tentative Agreements were reached via e-mail exchange between SEIU Health Care Minnesota and Park Nicollet Health Services on 5/13/20

**Article 10 B. Lead Pay: Replace current Language with the following** - Employees selected by the Employer to fill a posted Lead position in accordance with the provisions of Article 8 will receive a Lead Pay differential of \$1.50 per hour in addition to the employee's regular hourly rate.

### Article 3- Union Representation

**Add Section 3.4 Union Orientation.** New employees shall be allowed twenty (20) minutes paid during their first week of work for union orientation. SEIU will designate a union leader to provide the orientation. The union orientation leader will be released for up to twenty (20) minutes to meet with each new employee to provide them with information about union membership.

Adjust Jake Karlen's wage rate from Step 7 to Step 12

SEIU drops remaining open proposals related to

- Paid Time Off
- Holidays
- DOT Premium

Letter of Understanding #2 – Remove

Krystal Klein  date 5/14/20  
SEIU Healthcare Minnesota

Mark Nordby  date 5/14/2020  
Park Nicollet Health Services

## SEIU Couriers/Park Nicollet Tentative Agreements 2020 Negotiations

The following Tentative Agreements were reached in the 3/12/20 bargaining sessions between SEIU Healthcare Minnesota and Park Nicollet Health Services

### Article 4- Union Security

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Replace Section 4.5 with the following language - The Employer agrees to deduct Union dues and initiation fees or service fees and dues from the wages of Employees in the bargaining unit who voluntarily provide the Employer with a written authorization that is irrevocable for a period of not more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. After one (1) year from the Employee's authorization, any Employee who is paying Union dues or service fees may stop making those payments by giving written notice to the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the Employee's authorization or the date of termination of the applicable Collective Bargaining Agreement between the Employer and the Union, whichever occurs sooner. The Employer will honor the Employee's check-off authorizations unless they are revoked in writing during the window period, irrespective of the Employee's membership in the Union.

Employees may express authorization of dues deductions by submitting written authorizations or through federally authorized electronic methods such as online deductions authorization or voice authorization or other electronic methods allowed under controlling federal or state law. The Union shall provide the Employer with written notification of the names of those who have authorized deductions, including a copy of the employee's authorization form upon request.

Deductions shall be made from employees' wages each pay period and withheld amounts will be forwarded to the Union by the 10th day of the month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Union will hold the Employer harmless from any dispute with any employee concerning deductions made.

For the term of the 2020-2022 Agreement, the parties agree to implement and adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, timing, procedure for revocation, window periods and amount of dues deducted agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union.

If, during the term of this Agreement, the union seeks to change the timing of deductions or the method of calculating dues/service fees, the parties agree to meet and confer regarding the Hospital's ability to implement such changes. The Hospital will not unreasonably refuse to implement a change to the Union's dues structure that provides a

single percentage rate system, applied on a per pay-period basis. The Union will give a year's notice of any change.

In the event that any provision or requirement of this article is determined to be legally invalid by a final decision of a court or agency of competent jurisdiction or by applicable federal or state legislation, the remainder of this Article will remain in full force and effect, and the parties will meet to negotiate a substitute provision of the invalid provision that furthers the parties' intent while meeting the requirements of applicable law.

**Article 9.1 - Probationary Period**

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The first one-hundred fifty (~~150~~120) days of employment within the bargaining unit shall be a probationary period during which time an employee may be dismissed with or without cause and without recourse under this Agreement.

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Add new **Article 11.1- PTO Donation**: Bargaining Unit employees will be eligible to participate in the Employer's PTO donation program to the same extent and on the same terms and conditions as non-union employees as such Program may be amended from time to time at the sole discretion of the Employer.

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Add new **Article 18- Health and Safety**

Section 18.5 Employees shall not be required to lift packages that weigh over fifty (50) pounds unassisted. If an employee believes a package weights over fifty (50) pounds, the employee may contact their supervisor or other staff to request assistance.

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LOU #1: Agree to remove

## SEIU Couriers/Park Nicollet Tentative Agreements 2020 Negotiations

The following Tentative Agreements were reached in the 3/3/20 bargaining sessions between SEIU Healthcare Minnesota and Park Nicollet Health Services

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**Article 3.3 -Union Business Representative.** The ~~Business Representative Internal Organizer~~ of the Union shall be allowed to visit the premises of the Employer at its 3800 Park Nicollet Boulevard and the 3920 Louisiana Circle, St Louis Park Minnesota -locations, provided that the ~~Business Representative Internal Organizer~~ gives at least twelve (12) hours' advance notice to the designated Employer Representative. The ~~Business Representative Internal Organizer~~ of the Union shall be allowed to visit premises of the Employer other than ~~those listed above its 3800 Park Nicollet Boulevard location~~ provided that the ~~Business Representative Internal Organizer~~ gives at least twenty-four (24) hours' advance notice to and receives permission from the designated Employer Representative, which permission shall not unreasonably be withheld. The ~~Business Representative Internal Organizer~~ may not visit employees during an employee's work time or in any patient care areas. Should the employees' home base be moved by the Employer from ~~those addresses listed above 3800 Park Nicollet Boulevard~~, the provisions of this section shall be applicable to the new home base.

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**Article 7.9 -Filling Open Shifts** - The Employer shall post a sign-up sheet prior to the posting of the work schedule whereby employees may indicate availability for open shifts. Open shifts shall be granted on a seniority basis first to employees for whom the open shift would be on a non-overtime/non premium basis and then by seniority to employees for whom the open shift would be overtime or premium. The award of the open shift to an employee is only confirmed when it has been both offered and accepted. An indication of availability is not a confirmation of an open shift. Any open shift not filled through the process outlined above will be assigned to a Team Lead on a rotating basis, or if all parties agree, on a voluntary basis. The Employer shall develop a policy that provides for the consistent application of this section and will provide it to the Labor Management Committee for review prior to being implemented.

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**Article 16.5 (a) -Grievance Procedure. Grievances as defined herein shall proceed as follows:**

- a. **Step 1, Informal:** With or without a steward, an employee claiming a violation regarding his/her employment or concerning the interpretation or application of the express provisions of this Agreement (or a steward asserting such on behalf of the bargaining unit) shall, within fourteen (14) calendar days after the first occurrence giving rise to the alleged violation, present such a grievance to the employee's immediate supervisor, manager or director for an informal discussion.

**Letter of Understanding #3 3-Remove**

**Add new Article**

Bargaining Unit employees will be eligible to participate in the Employer's Tuition Reimbursement program to the same extent and on the same terms and conditions as non-union employees as such Program may be amended from time to time at the sole discretion of the Employer.

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union



## SEIU Couriers/Park Nicollet Tentative Agreements 2020 Negotiations

The following Tentative Agreements were reached in the 2/27/20 bargaining session between SEIU Health Care Minnesota and Park Nicollet Health Services.

**TA 2/27/20: Section 1.1 – Definition:** The Employer recognizes the Union as the sole and exclusive bargaining representative of all full-time and regular part-time couriers, team leads, and mail clerks employed by the Employer at its facility at 3800 Park Nicollet Boulevard and 3920 Louisiana Circle, St. Louis Park, Minnesota; excluding all other employees, managers, and guards and supervisors as defined under the Act, pursuant to NLRB certification in Case No. 18-RC-158749.

**TA 2/27/20: Section 7.8 - Time off Between Shifts.** The number of hours between scheduled shifts shall not be less than ten (10) hours unless mutually agreed to by the Employee and the Supervisor.

**TA 2/27/20 Section 3.1 —Stewards Union Leaders.** The Employer recognizes the right of the union to elect and designate members of the bargaining unit as union stewards-leaders to handle official union business. ~~The steward~~ Union Leaders shall handle such routine business as may be delegated from time to time by the union in connection with the administration of this contract. ~~Stewards-Union Leaders~~ will be required to conduct such business outside of working hours. Union Leaders ~~Stewards~~ will not disrupt workflow or work operations with substantive discussion about union business. Nothing herein restricts union leaders' ~~the steward's~~ right to participate in investigatory and grievance meetings or other mutually agreed upon meetings such as Labor Management Committee meetings as necessary and after notification to and approval of the immediate supervisor. The union shall keep the Employer informed as to the identity of the union leaders/stewards.

**TA 2/27/20 Section 7.7 - Split Shifts.** There shall be no split shifts unless mutually agreed to by the Employee and the Supervisor for each shift.