

**Agreement Between**

**HENNEPIN HEALTHCARE SYSTEM**

**And the**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

**AFSCME Council 5, Local #2474, Professional Unit**

**January 1, 2020- December 31, 2021**

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**ARTICLE 1 – PREAMBLE**

This AGREEMENT, hereinafter referred to as the AGREEMENT, is entered into between the Hennepin Healthcare System, hereinafter called the EMPLOYER, and the American Federation of State, County and Municipal Employees, District Council No. 5 and its affiliated local as identified in the Article herein titled "Recognition," hereinafter called the UNION. The parties hereto agree as follows:

**ARTICLE 2 – RECOGNITION**

**Section 1.** The EMPLOYER recognizes the UNION as the exclusive representative for the following unit of Hennepin Healthcare System employees under the Minnesota Public Employment Labor Relations Act (MN State Statute 179A.01, et. seq.)

1. That the appropriate bargaining unit for professional employees of Hennepin Healthcare System, subject to the Minnesota Public Employees Labor Relations Act is all professional employees working at least either 14 hours per week or 35% of the normal work week and more than 67 days per calendar year, excluding supervisory and confidential employees.
2. That the term professional employees as used in item one (1) above does not include registered nurses, and licensed physicians.
3. That the job classes listed in the attachment hereto comprise the total Hennepin Healthcare System Professional Bargaining Unit as of the date of this stipulation. Should there be a dispute between the parties regarding job classes added or removed in the future, such dispute shall be submitted to Bureau of Medication Services (hereinafter BMS) for a determination.
4. That upon a sufficient showing of interest by AFSCME, BMS is to conduct a mail ballot representation election among the job classes of **Social Worker, Senior Social Worker, Psychiatric Social Worker, Dietitian, Librarian** and Chemical Health Counselor (NOTE: Chemical Health Counselor has moved to 2474 Technical/Para-Professional Unit). If a majority of employees in these classes vote for UNION representation, they shall constitute the Professional Bargaining Unit, subject to accretion of the other professional job classes as a majority in the class(es) chooses UNION representation.
5. That if in the future a majority of employees in any professional job class not already represented choose UNION representation, such job class shall be accreted to the Professional Bargaining Unit. Such accretion shall be accomplished by filing a petition with BMS and a finding by BMS, through a card count, that there is a majority interest in UNION representation among employees in the job class proposed for accretion.

A	2007	Dental Hygienist Sr. Psychiatric	
B	2009	GME Administrative Coordinator	
C	2010-2011	Info Tech Specialist Associate Service Support Analyst Level I Speech Language Pathologist Speech Language Pathologist Program Specialist	
D	2012	Residency Program Coordinator      Medical Office Coordinator	
E	2014-2015	Diabetes Educator, Mental Health Professional, Licensed <i>(In 2016 restructured from Social Worker Psychiatric, Senior)</i> Residency Program Coordinator, Sr. Residency Mgmt Suite Coordinator	Social Worker I <i>(In 2016 restructured from Social Worker)</i> Social Worker II <i>(In 2016 restructured from Social Worker Sr.)</i> Social Worker III <i>(In 2016 restructured from Social Worker, Psychiatric)</i>
F	2017-2018	Multimedia Specialist Healthcare Home Program Coordinator Speech Language Pathology Clinical Fellow	

G	2019	Grant Admin Specialist Mental Health Professional II Optical Shop Coordinator
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- Section 2.** The UNION recognizes the Human Resources Representative designated by the Vice President of Human Resources, as the representative of the EMPLOYER and shall meet and negotiate exclusively with such representative, except as may be otherwise specifically provided in this AGREEMENT. No agreement establishing terms and conditions of employment or other matters made between the UNION and the EMPLOYER shall be binding upon the EMPLOYER unless the signature of the EMPLOYER'S designated Labor Relations Representative is affixed thereon.
- Section 3.** The EMPLOYER agrees not to enter into any agreements establishing terms and conditions of employment with members of the bargaining unit under jurisdiction of this AGREEMENT either individually or collectively which in any way conflict with the terms and conditions set forth in this AGREEMENT, except through the certified representative.
- Section 4.** Disputes which may occur between the EMPLOYER and the UNION over the inclusion or exclusion of job classes, with respect to the bargaining unit identified in Section 1 of this Article, may be referred to the BMS for determination in accordance with applicable statutory provisions. Determination by the BMS shall be subject to such review and determination as provided by statute and rules and regulations promulgated there under.
- Section 5.** If the EMPLOYER establishes new job classes within the bargaining unit identified in Section 1 of this Article, both parties agree to negotiate on wages. However, it is understood that all other terms and conditions of this AGREEMENT will apply.
- Section 6.** No job classification or title shall be changed or new classification or title created to defeat the spirit of this agreement.

### ARTICLE 3 – DEFINITIONS

The following terms used in this AGREEMENT shall be defined as follows:

- A. **BASE PAY RATE:** The employee's monthly or hourly salary rate exclusive of stability or any other special allowances.
- B. **CLASS:** One or more positions sufficiently similar with respect to duties and responsibilities that the same descriptive title can be used with clarity to designate each position; that similar general qualifications are needed or the performance of duties; that comparable selection procedures may be used to recruit employees, and that the same schedule of compensation can be applied to all positions.
- C. **COMPENSATED PAYROLL STATUS:** Receipt of cash payment for scheduled time worked or for time on approved compensated leave.
- D. **CURRENT:** Shall mean the present time period as designated such as hour, day, month, and year.
- E. **DAYS:** Unless otherwise indicated, means calendar days.
- F. **DEMOTION:** A change from a position in one work classification to a position in another work classification with less responsible duties and a lower salary range maximum.
- G. **DEPARTMENT:** The term department(s) as referenced in this AGREEMENT shall be those established by the EMPLOYER in its organizational structure. For reference purposes, a current description of such department(s) is included in Attachment A.
- H. **EMERGENCY:** An unforeseen crisis situation or condition so defined by the EMPLOYER.
- I. **EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in the Article herein titled "Recognition," who has been employed on the basis of permanent appointment to a continuing position.
- J. **EMPLOYER:** Hennepin Healthcare System or its designated representative(s).
- K. **FULL MONTH OF SERVICE:** An average 173.33 compensated hours.
- L. **FULL TIME:** A work schedule equivalent to an average of 2,080 regular hours per year.
- M. **LAY OFF:** Separation from service with the EMPLOYER necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations. When such separation is due to emergency circumstances, only a separation in excess of fifteen (15) calendar days shall be considered a layoff.
- N. **LEAVE OF ABSENCE:** An approved absence from work duty during a scheduled work period with or without compensation.

- O. **MEET AND CONFER:** The exchange of views and concerns between the employer and AFSCME Union representatives.
- P. **PART TIME:** An individual so designated by the EMPLOYER whose normal work schedule consists of fewer hours than the full-time schedule.
- Q. **PERMANENT EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in the Article herein titled "Recognition" who has completed the required probationary period for newly employed, re-employed or reinstated employees, who has been employed on the basis of permanent appointment to a continuing position.
- R. **PROBATIONARY PERIOD:**  
The first one thousand forty (1,040) compensated regular hours of service of newly hired, rehired or Reinstated employees. (The probationary period for reinstated employees may be modified or waived at the discretion of the EMPLOYER, provided such modification or waiver is stated in writing.)
- S. **PROMOTION:** A change of an employee from a position in one work classification to a position in another work classification with a higher salary range maximum.
- T. **REGULAR HOURS:** Time on compensated payroll status exclusive of overtime hours and exclusive of on-call hours.
- U. **REINSTATEMENT:** Re-employment of a former permanent or probationary employee in a work classification to which he/she was assigned prior to termination.
- V. **STEWARD:** An employee designated by the UNION for the purposes of communicating with the EMPLOYER on matters of interest to either party.
- W. **TEMPORARY EMPLOYEE:** An individual designated by the EMPLOYER as temporary and whose employment is not to exceed six (6) months duration in temporary status in a calendar year.
- X. **TERMINATION IN GOOD STANDING:** Any termination other than dismissal for disciplinary reasons and for which terminating employee has given the required minimum notice in advance of leaving.
- Y. **TRANSFER:** A change of an employee from a position in one work classification to a position in another work classification with an equivalent salary range maximum and level of duties, or a change in work location or department in the same classification.

#### ARTICLE 4 - UNION SECURITY

**Section 1.** In recognition of the UNION as the exclusive representative:

- A. The EMPLOYER shall once each month deduct from each employee working fourteen (14) hours per week or more or working more than sixty-seven (67) work days per year an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all employees authorizing, in writing, such deduction on a form designated and furnished for such purpose by the UNION. Only the duly certified exclusive representative shall be granted payroll deduction of dues for employees covered by this AGREEMENT. Monthly dues deductions shall be split equally across the first two paychecks each month.
- B. Each employee working fourteen (14) hours per week or more or working more than sixty-seven (67) work days per year shall maintain his/her membership in the UNION or pay to the UNION each month a fair share fee as a contribution toward the administration of this AGREEMENT. This "fair share fee" shall be subject to the regulations and procedures set forth in Minnesota Statute 179A.06, subd. 3, relating to fair share fees which, by reference, shall be a part of this AGREEMENT and govern the application of this section. The EMPLOYER will furnish to the UNION the names of new employees hired and the EMPLOYER shall notify prospective employees of these provisions.
- C. The EMPLOYER shall remit such deductions monthly to the appropriate designated officer of the UNION with a list of the names of the employees from whose wages deductions were made.
- D. The UNION shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld.
- E. The EMPLOYER shall, once each calendar quarter or more frequently upon request of the UNION, make available to the UNION a report listing all employees included in the bargaining unit as identified by the Article herein titled "Recognition." Such report shall

contain the name, classification, pay rate, work unit and mailing address of record. Such report will not be available more frequently than once each bi-weekly payroll period.

- Section 2.** The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken under the provisions of this Article.
- Section 3.** The UNION may designate certain employees from the bargaining unit to act as stewards and shall, within thirty (30) days of the execution of this AGREEMENT and upon occurrence of any change thereafter, certify to the EMPLOYER a current list of business representatives, officers and stewards who are authorized by the UNION to investigate and present grievances to the EMPLOYER. The EMPLOYER agrees to recognize such representatives for the purpose of investigating and presenting grievances to the EMPLOYER subject to the following stipulations:
- A. There shall be not more than four (4) bargaining unit employees designated as stewards, subject to alteration upon mutual agreement between the UNION and the EMPLOYER.
  - B. Not more than one employee representative (steward or officer) will be authorized time off with pay to investigate or present any one grievance matter to the EMPLOYER. Nothing in this clause is intended to limit the number of UNION stewards who may request to use their own time (vacation, compensatory, or time without pay) to investigate and present grievances.
  - C. Bargaining unit employee stewards and officers may leave their work stations with the concurrence of their designated supervisor(s), and they shall notify their designated supervisor(s) upon return to their work stations. Concurrence of the supervisor to leave a work station for UNION business will be limited to the investigation and presentation of grievances to the EMPLOYER.
  - D. Employee representatives of the UNION shall receive paid time off to participate in joint labor-management committee meetings and meet and confer sessions with the EMPLOYER. Time off with pay under this subsection shall be limited to those activities specifically initiated and/or approved by the EMPLOYER and occurring during the employee's regularly scheduled work time.
  - E. The EMPLOYER shall make reasonable adjustments to the workloads of employee representatives of the UNION who receive paid time off for UNION related activities under the provisions of subsections B, C, and D above. Such adjustments shall be made only for those employees who perform these activities on a regular, ongoing basis.
- Section 4.** Non-employee business representatives of the UNION as previously designated to the EMPLOYER as provided herein may, with concurrence, of the EMPLOYER, come on the premises of the EMPLOYER for the purpose of investigating and presenting grievances.
- Section 5.** The UNION agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other UNION activities on the EMPLOYER'S time.
- Section 6.** The UNION may use the EMPLOYER's facilities for UNION business with prior approval of the EMPLOYER. The UNION shall have access to the EMPLOYER's internal mail distribution system and electronic (e-mail) system consistent with the practice existing on the effective date of this agreement. However, the UNION agrees to request prior authorization from the EMPLOYER's Human Resources Department prior to use of the e-mail system for any mass communication.
- Section 7.** The EMPLOYER agrees to allow the UNION to use two (2) general bulletin boards at Hennepin Healthcare System. Those bulletin boards will be located in public areas and will contain the following information:
- 1. "AFSCME proudly represents many clerical, paraprofessional, professional and service employees at HHS.
  - 2. "See your designated bulletin board for further information."
  - 3. A list of the AFSCME officers and stewards.
  - 4. May contain pictures of officers and stewards.

Additionally, the Medical Center will provide one general bulletin board in a non-public area and bulletin boards within departments (or groups of departments) for use by AFSCME. Each of these bulletin boards will be for the purpose of posting notices of union meetings, union elections, union election returns, union appointments, union recreational and social affairs, arbitration awards, decisions of the BMS and the courts, and other items specifically approved by the EMPLOYER. It is agreed that items which reflect negatively on the UNION, employees, or the EMPLOYER shall not be posted. All posted materials must be union publications or legibly signed by an authorized union representative.

- Section 8.** Employees have the right to join or to refrain from joining the UNION. Neither the EMPLOYER nor the UNION shall discriminate against or interfere with the rights of employees to become or not to become members of the UNION and further, there shall be no discrimination or coercion against any employee because of UNION membership or non-membership. The UNION shall, in its responsibility as exclusive representative of the employees, represent all employees without discrimination, interference, restraint or coercion.
- Section 9.** Nothing in this AGREEMENT shall be construed to affect the status of veterans in contravention of existing veterans' preference laws relating to the employment, discharge or promotion of veterans.
- Section 10.** During new employee orientation UNION representatives will be provided an opportunity, during the NEO scheduled meal break, to provide information and answer questions from new employees. Additionally, prior to each new employee orientation the EMPLOYER will provide the union with a list of any new employees by name, department and job classification.

#### **ARTICLE 5 - EMPLOYER AUTHORITY**

The UNION recognizes the right of the EMPLOYER to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. All rights and authority which the EMPLOYER has not officially abridged, delegated or modified by this AGREEMENT are retained by the EMPLOYER.

#### **ARTICLE 6 – SENIORITY**

- Section 1.** Seniority is an employee's length of service for the EMPLOYER from the most recent date of employment, reemployment or reinstatement.
- A. Seniority is not interrupted during the period an employee is on approved leave, including leave for UNION business or layoff, if the employee returns to active work status having complied with all the terms and conditions of this AGREEMENT and the conditions the EMPLOYER established in approving the leave.
  - B. If in the event of layoff or recall from layoff two or more employees possess the same seniority date, seniority in such cases shall be in order of the date of acquisition of permanent status in the class from which layoff is to occur or has occurred. If the tie cannot be broken by this method, seniority shall be determined by the last four digits of the employee's Social Security Number, with the employee having the highest such number being the more senior.
  - C. Seniority in work classes covered by this AGREEMENT shall be retained and continue to accrue during the probationary period if an employee leaves a unit covered by this AGREEMENT for another position with the EMPLOYER because of promotion, demotion or transfer
  - D. An employee appointed to a permanent position in the same job class and department as he/she was employed as a temporary employee shall have seniority for purposes of layoff and recall from the employee's most recent date of hire as a temporary employee, provided such temporary and permanent appointments are contiguous and sequential.
- Section 2.** Seniority rights under this AGREEMENT shall terminate under the following conditions:

- A. Termination of employment.
- B. Layoff in excess of a period equal to an employee's length of employment but not more than three years.
- C. Failure to return to work in accordance with the terms and conditions of an approved leave of absence.

**Section 3.** Seniority lists shall contain the names of bargaining unit employees by department and class arranged in order of most to least senior.

- A. Upon request of the UNION, but not more often than once each calendar year, the EMPLOYER shall establish a seniority list for the designated class(es) within the unit. A seniority list shall also be established for affected class(es) and unit(s) at least fourteen (14) calendar days prior to the effective date of a layoff. A copy of seniority lists when established shall be furnished to the UNION's designated representative.
- B. Seniority lists will be furnished to the UNION'S designated representative and the local president, and will be posted in the respective departments Employees and/or the UNION shall notify the EMPLOYER (Labor Relations and/or Human Resources) by email of any error in the seniority list within thirty (30) days of the date the seniority list is furnished to the UNION's designated representative. Within thirty (30) days of notification of errors, the EMPLOYER shall correct errors in the seniority list and furnish the corrected list to the UNION's designated representative. If no error is reported within thirty (30) days after the date the seniority list is furnished or within thirty (30) days after the date a correction in such list is furnished to the UNION's designated representative, the list will stand correct as posted.

**Section 4.** Except in those instances where senior employees are not qualified to perform remaining work duties, seniority shall determine the order of:

- A. Layoff, which shall be in inverse order of seniority within each work classification and department, provided that any employee who is to be laid off and has previously served in a lower work classification covered by this AGREEMENT may request to exercise seniority rights in such lower classification or its designated equivalent.
- B. Temporary and Intermittent employee assignments will end before permanent full-time and part-time employees are laid off.
- C. Recall from layoff, which shall be in order of seniority within each work classification and department, provided that if an employee does not return to work upon recall, as directed by the EMPLOYER or on an extended date mutually acceptable to the employee and EMPLOYER, he/she shall automatically have terminated his/her employment.
- D. If a senior employee requests exercise of seniority rights over a less senior employee for purposes of layoff, the senior employee, as a condition of the EMPLOYER granting such a request, must accept the work schedule (days of week, work shift, and number of hours per shift) and work location of the least senior employee. The senior employee, as an alternative to replacing the least senior employee in the department may, if such least senior employee's work location is outside the senior employee's geographical work area, request exercise of seniority rights over the least senior employee in the senior employee's geographical work area.

In situations when more than one (1) employee in a job class is simultaneously requesting to exercise seniority rights to positions in the same lower job class, the EMPLOYER will make reasonable efforts to match scheduled hours by seniority.

**Section 5.** The EMPLOYER shall issue written notice of layoff or recall from layoff to affected employees at twenty-one (21) calendar days in advance of the effective date. Such notice shall be made by certified mail to the employee's last known address as shown by the EMPLOYER's records except when the employees are present at the work site to receive notice. Employer will provide the union with notification when an employee is recalled from layoff.



**Section 6.** Assignment of employees to designated departments shall be at the discretion of the EMPLOYER. When it is necessary for the EMPLOYER to assign/re-assign an employee to a different work assignment, the EMPLOYER will provide such employee with twenty-one (21) calendar days advance notice when practicable.

**Section 7.** Employees on layoff will be recalled to fill vacancies in other classes and departments for which qualified, provided they may not exercise seniority rights to create such vacancies. Such employees may waive the recall if the salary rate offered by the EMPLOYER for the position to which recalled is more than five (5%) percent below the salary rate of the employee when laid off. The name of an employee so recalled will remain on the layoff list for the class from which laid off, subject to the conditions and limitations set forth in this AGREEMENT.

#### ARTICLE 7 - GRIEVANCE PROCEDURE

**Section 1.** A grievance shall be defined as a dispute or disagreement raised by an employee against the EMPLOYER involving the interpretation or application of the specific provisions of this AGREEMENT.

**Section 2.** It is specifically understood that any matters governed by statutory provisions, HHS or departmental policies, procedures, or practices, except as expressly provided for in this AGREEMENT, shall not be considered grievances under this AGREEMENT. If by law an appeal procedure, other than the grievance procedure contained herein, is available for resolution of a dispute arising from any provision covered by this AGREEMENT and the aggrieved party pursues the dispute through such appeal procedure provided by law, the aggrieved employee(s) shall be precluded from making an appeal under this grievance procedure. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission or Minn. Stat. §§ 363.01 - 20, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

**Section 3.** **GRIEVANCE PROCEDURE:** Grievances, as herein defined, shall be processed in the following manner:

**Step 1:** **INFORMAL.** An employee claiming a violation concerning the interpretation or application of the express provisions of this AGREEMENT shall:

- A. Within twenty-one (21) calendar days after the first occurrence of the event giving rise to the grievance, present such grievance, with or without the UNION representative, to his/her supervisor who is designated as appropriate for this purpose by the EMPLOYER.
- B. The supervisor shall give his/her oral or written answer within fourteen (14) calendar days after such presentation to the employee and his/her steward.

**Step 2:** **FORMAL.** Grievance meetings related to terminations will include a Labor Relations representative or at least one Medical Center leader who is a Director level or above who was not present at the initial disciplinary or investigatory meetings. If the grievance is not satisfactorily resolved in Step 1 and the UNION wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred, in writing, to the Department Head or his/her designated representative and to the Director of Labor Relations or his/her designee within fourteen (14) calendar days after the designated supervisor's answer as provided for in Section 3, Step 1-B. The grievance appeal shall be initiated by means of a written grievance to be signed by the employee and the UNION representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provisions of the AGREEMENT allegedly violated, and the relief requested. The Department Head and/or his/her designated representative shall discuss the grievance with the employee and the UNION within fourteen (14) calendar days after the date presented at a time mutually agreeable to the parties. If the grievance is resolved as a result of such a meeting, the settlement shall be reduced to writing and signed by the Department Head or his/her designated representative and the UNION representative. If

no settlement is reached, the Department Head or his/her designated representative, shall give written answer to the UNION representative within fourteen (14) calendar days following their meeting.

**Step 3:**     **MEDIATION.** If the grievance is not settled in accordance with the procedure set forth in Step 1 or Step 2, it may be submitted to mediation provided that the UNION and the Labor Relations Director or his/her designee, by mutual agreement, jointly petition the Minnesota BMS for assistance in resolving the grievance within ten (10) working days after the employee and UNION's receipt of the Employer's written answer in Step 2. The parties shall have thirty (30) calendar days in which to resolve the grievance through mediation.

**Section 4.**     **ARBITRATION** - If the grievance is not settled in accordance with the foregoing procedure, the UNION may refer the grievance to arbitration within fourteen (14) calendar days after the employee and UNION's receipt of the EMPLOYER'S written answer in Step 2. The parties shall mutually agree upon an arbitrator. If the parties are unable to agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Act and administered by the State of Minnesota Bureau of Mediation Services. The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the EMPLOYER and the UNION representatives. The arbitrator shall notify the UNION representative and the EMPLOYER of his/her decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. Employees who serve as such representatives or witnesses shall not be compensated at a rate in excess of their base pay rate. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue(s) not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented. If the arbitrator determines that the grievance is covered by law or statute, or not covered by the express provisions of this AGREEMENT, the arbitrator shall refer the grievance back to the parties without decision or recommendation. The parties may, by written agreement, agree to submit more than one grievance to the arbitrator provided that each grievance will be considered as a separate issue and each on its own merits.

**Section 5.**     If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the employee/UNION may elect to treat the grievance as denied at that step. The UNION may then immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and UNION representatives involved in each step.

**Section 6.**     Employees serving an initial probationary period shall have right of appeal only through Step 2 of this grievance procedure except for a grievance alleging an error in salary or benefits due.

**Section 7.**     Temporary employees and employees serving in the unclassified service shall have right of appeal only through Step 2 of this grievance procedure.

**Section 8.**     The grievant shall not suffer loss of regular pay while the grievant's presence is necessary at a grievance presentation meeting with the EMPLOYER or an arbitrator, except where such grievance presentation meeting or arbitration hearing occurs during the period the grievant has been removed

from his/her job for disciplinary reasons. The time spent by the grievant in an arbitration hearing shall not be counted as time worked for overtime eligibility.

#### **ARTICLE 8 - NO STRIKE-NO LOCKOUT**

**Section 1.** The employees of Hennepin Healthcare System and covered by this agreement are considered to be Essential employees under the Minnesota Public Employment Relations Act. Therefore, the UNION and the EMPLOYER agree to be bound by Minnesota State Statute Section 179A.03.

#### **ARTICLE 9 - WORK SCHEDULES/PREMIUM PAY**

**Section 1.** This Article is intended only to define the normal hours of work and to provide the basis for the calculation of premium pay, if any. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

**Section 2.** A payroll period shall be an averaged eighty (80) hours of work within a fourteen (14) calendar day period, except as may otherwise be defined in this AGREEMENT.

**Section 3.** Work shifts, work breaks, staffing schedules and the assignment of employees thereto, shall be established by the EMPLOYER.

- A. Where staffing schedules are routinely subject to change, a staffing schedule showing the regular work days and work hours of all employees shall normally be prepared and posted at least fourteen (14) calendar days in advance of their effective date. Employees affected by the schedule modifications on the final posted schedule shall be properly notified as such. Such staffing schedules, once posted, will only be modified when necessitated by unscheduled employee absences and unscheduled changes in work load. Employees may mutually agree to exchange days, shifts or hours of work with the approval of their supervisor provided such change does not result in the payment of overtime.
- B. If changes concerning length and/or start and end of shifts for a work unit are to be made in existing full-time shifts, the EMPLOYER shall notify the UNION in advance of implementing the proposed changes and will provide the UNION the opportunity to meet and confer with respect to the proposed changes and their effect on employees. Such meet and confer sessions shall be conducted prior to the implementation of the change, except where an emergency or other unpredictable condition makes this impractical.
- C. The Employer will meet and confer with the union prior to implementation of alternative work schedules.

**Section 4.** Employees shall be available for extra hours, holidays and night shifts when assigned to such unless excused by the EMPLOYER.

**Section 5.** A shift differential of \$1.00/hour shall be paid to all employees who work on an assigned shift where at least four (4) hours of the shift occur between 5 p.m. and 7 a.m. Such shift differential shall be paid in addition to other forms of premium compensation for which the employee qualifies.

Effective September 30, 2018 an evening shift differential of \$1.00 per hour shall be paid to all employees who work on an assigned shift where at least four (4) hours of the shift occur between 5 p.m. and 11 p.m. and a night shift differential of \$1.25 per hour shall be paid to all employees who work on an assigned shift where at least four (4) hours of the shift occur between 11 p.m. and 7 a.m. Such shift differentials shall be paid in addition to other forms of premium compensation for which the employee qualifies.

**Section 6.** Should the EMPLOYER intend to institute flex time, job sharing or work tasking, it shall first meet and confer on any of the above-mentioned items with the UNION.

**Section 7.** When an employee is expressly assigned to perform the duties of a position allocated to a different classification that is temporarily unoccupied, and such assignment is for 40 or more continuous regular hours, the employee shall be paid for all such hours at the employee's current salary rate

when assigned to work in a lower or equal class or at a rate within a higher range which is equal to the minimum rate for the higher class one (1) step higher than the employee's current salary, whichever is greater. In order to qualify for such higher rate, the employee must perform that work which distinguishes the higher classification from the employee's regular class in terms of level of responsibility, types of duties, and/or quality and quantity. Rotation of employees through a position in a higher class for the purpose of avoiding payment of out of class pay is a violation of the intent of the out of class pay agreement.

**Section 8.** Work shifts shall be considered part of the day and date on which they begin.

**Section 9.** A weekend differential of \$.95/hour shall be paid to all employees required to work on any shift(s) that start on either Saturday or Sunday as part of their regular schedule. Such weekend differential shall be paid in addition to other forms of premium compensation for which the employee qualifies. Effective September 30, 2018 a weekend differential of \$1.00/hour shall be paid to all employees required to work on any shift(s) that start on either Saturday or Sunday as part of their regular schedule. Such weekend differential shall be paid in addition to other forms of premium compensation for which the employee qualifies.

**Section 10.** Extra Hours (not same day)  
Extra hours (not same day) on a non-overtime basis or overtime will be posted in the department in a common area. Employees interested in working the posted hours will be able to sign up for these hours. Based on the employees who have signed up on the designated sign-up sheet, the Medical Center will offer these hours in the following order as long as the employees are qualified to perform the work.

1. Non premium pay to include—overtime, bonus, or other premium pay by seniority
2. Overtime by seniority
3. If no one signs up, then the hours will be assigned to the least senior employee. This involuntary assignment will rotate in inverse seniority. A list will be maintained to track the rotation. Example: Least senior, then next least senior on up the list to the most senior employee then repeat with the least senior employee.

Extra Hours (last minute/same day)

If the Employer identifies the need to fill last minute/same day extra hours due to unforeseen circumstances (e.g. ill call, unexpected leave) the hours will be offered to employees on a first come first serve basis with non-overtime granted first if feasible. If more than one employee expresses interest in the shift at the same time, the tie breaker for offering the shift will be based on seniority. These employees would need to be qualified and eligible to work the extra shifts.

**Section 11.** Employees who are specifically required or authorized by the EMPLOYER to use foreign or sign language skills shall be compensated for such work according to the following terms and conditions:

- A. Employees who provide foreign language or sign language interpretation on an occasional or irregular basis at the request of the EMPLOYER shall receive \$9.40 per day in addition to their regular salaries for any work day on which such services are performed. This additional compensation shall not exceed \$47.00 for any one payroll period.  
(Please note that employees will need to enter the information for this differential on their timesheets).

**Section 12.** In the event the EMPLOYER exercises its discretion to close a department, work site or workplace due to an emergency, including inclement weather, employees who were scheduled to work but could not due to such EMPLOYER decision may use accrued leave (vacation, sick leave, compensatory time, deferred holiday) to cover the hours missed. Further, with the approval of the EMPLOYER, an employee may be allowed to make up the time by working additional hours.

**Section 13.** Employees expressly assigned by the EMPLOYER to remain in "On Call-Off Premises" status shall receive \$2.50 for each hour so assigned.

Speech Pathologists called to the work site by the EMPLOYER shall be paid for hours actually worked at their base pay rate but not less than four (4) hours.

**Section 14.** Effective the first full pay period after January 1, 2020 Social Workers I, II, III and Speech Pathologist and Speech Pathologist Program Specialists who are expressly designated by the EMPLOYER to be in charge in the absence of a supervisor, conduct formal peer training of a new employee, or perform lead worker responsibilities shall receive a differential of \$1.10 for each hour worked or so designated.

Speech Pathologists and Speech Pathologist Program Specialists to receive \$1.10/hour differential for acting as charge, peer trainer or lead.

#### **ARTICLE 10 – HOLIDAYS**

**Section 1.** Employees not participating in the Flexible Paid Time Off Program shall be entitled to compensated time off for designated holidays, provided the employee is on compensated payroll status the last work day preceding the holiday and the first work day following the holiday. For employees participating in the Flexible Paid Time Off Program, reference Article 13, Section 5 for holiday language.

Designated holidays shall be eight (8) hours each and are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day. Employees who work a scheduled holiday, with the exception of Christmas Eve Day, shall receive compensation of two and one-half (2 1/2) times their base pay rate for hours worked on the holiday (one and one-half times premium pay and one time deferred holiday). Employees who work the Christmas Eve holiday shall receive compensation of two (2) times their base pay rate for hours worked on that holiday (one time base pay and one deferred holiday). Hennepin Healthcare pays out the cash equivalent to employees with an accrued deferred holiday balance of more than 40 hours annually on the second paycheck of November...

**Section 2.** Employees participating in the Vacation/Sick program shall accrue Floating Holidays at the rate of 1.23 hours per pay period (equivalent of 32 hours annually) for full-time employees (pro-rated for benefit earning part-time employees). Floating holidays will accrue based on hours worked, not FTE status. Floating holidays must be scheduled at a time that is mutually agreeable to Hennepin Healthcare and the employee. Floating holidays that are not used in the calendar year will roll over to the following year, and there will be no cap on the number of floating holidays that an employee can carry. Floating holidays are not paid out at termination of employment.

**Section 3.** Holiday hours for holiday benefit purposes will begin at 11:00 p.m. with the start of the 11:00 p.m. to 7:30 a.m. shift on the night preceding the holiday and will end at 11:00 p.m. on the night of the holiday.

**Section 4.** Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be chargeable to the employee's vacation or sick leave time.

**Section 5.** Employees may observe a religious holiday on days which do not fall on Sunday or a legal holiday. Observance of such religious holiday shall be charged against accumulated vacation, deferred holiday or taken as a floating holiday, leave without pay, or PTO. The EMPLOYER may arrange to have the employee work an equivalent number of hours to the hours taken for such holiday if arrangements can be made for the employee to work another day. The employee must notify the EMPLOYER at least ten (10) days in advance of the religious holiday of his/her intent to observe such holiday. The EMPLOYER may waive this ten (10) day requirement if the EMPLOYER determines that absence of such employee will not substantially interfere with the department's function.

#### **ARTICLE 11 – VACATIONS**

**Section 1.** This article applies to employees hired on or before December 31, 2008 who do not choose to participate in the Flex PTO program as described in Article 13 of this agreement.

**Section 2.** Full time employees shall accrue vacation benefits in accordance with the following schedule:

<b>Total Length of Compensated Full Time Regular Hours of Service Since Most Recent Date of Hire</b>	<b>Annual Vacation Accrual Rate</b>
Less than six (6) months (1,040 compensated regular hours)	64 hours
More than six (6) months but less than five (5) years (10,400 compensated regular hours)	96 hours
More than five (5) years but less than eight (8) years (16,640 compensated regular hours)	120 hours
More than eight (8) years but less than twelve (12) years (24,960 compensated regular hours)	144 hours
More than twelve (12) years but less than eighteen (18) years (37,440 compensated regular hours)	160 hours
Over eighteen (18) years	184 hours

**Section 3.** Vacation leave shall not accumulate in excess of two hundred forty (240) hours. The EMPLOYER shall not be responsible for managing an employee's vacation leave balance so as to ensure no loss of the benefit because the balance is at or near the 240 hour limit. Correspondingly, the EMPLOYER will not force employees to take vacation for such purpose.

**Section 4.** Requests for vacation leave must be submitted to the employee's designated supervisor at least forty-eight (48) hours in advance of the absence requested and are subject to the supervisor's written approval. The forty-eight (48) hour advance notice requirement may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the EMPLOYER. The EMPLOYER shall respond in writing to written employee vacation requests within seven (7) calendar days of the date the request is received provided the request is received by the EMPLOYER at least seven (7) calendar days prior to the beginning of the requested vacation period.

Such EMPLOYER approval must be received by the employee in order for such vacation request to be considered approved. Vacations, once approved, shall not be cancelled by the EMPLOYER except for unforeseen circumstances.

**Section 5.** When it is necessary for the EMPLOYER to disapprove vacation leave requests because the number of employees requesting leave exceeds the number of employees the EMPLOYER determines it possible to grant such vacation leave, the EMPLOYER shall consider seniority, job assignment and order of submission in granting such requests.

**Section 6.** Upon the complete termination of employment, employees shall be eligible to receive their unused accumulated vacation as a severance payment. Any vacation severance shall be paid at the employee's base pay rate at the time of termination, and shall be subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."

**Section 7.** Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.

**Section 8.** At the discretion of the Department Director, newly-hired employees may receive vacation accrual rate credit for previous relevant experience with another EMPLOYER. Further, at the discretion of the Department Director, additional vacation accrual may be granted for the purposes of retaining a valuable employee.

**Section 9.** Voluntary Vacation Payout: Pursuant to Internal Revenue Service Rules and Regulations, and with the approval of the Executive Leadership Team, the Medical Center will evaluate, based on business and

economic needs, a voluntary vacation payout option. Payout program option details will be communicated prior to the annual election period.

## ARTICLE 12 - SICK LEAVE

- Section 1.** This article applies to employees hired on or before December 31, 2008 who do not choose to participate in the Flex PTO program as described in Article 13 of this agreement. Sick leave shall be earned by full-time employees at the rate of eight (8) hours for each full month of service except that newly hired, re-employed or reinstated employees who have completed less than six (6) months (1,040 compensated regular hours) of full-time service, shall earn sick leave benefits at the rate of 5.33 hours for each full month of service.
- Section 2.** Sick leave benefits shall only accrue when an employee is on compensated regular hours or, in accordance with state and federal laws, is on approved military leave.
- Section 3.** An employee may accumulate seven hundred twenty (720) hours of sick leave. For every eight (8) hours of sick leave accumulated in excess of seven hundred twenty (720) hours, the employee will be given credit for four (4) hours of additional vacation and four (4) hours of sick leave. Sick leave shall be charged off only for hours that would normally have been worked.
- Section 4.** Upon complete termination of employment of any permanent employee, such employee shall be paid for his/her accumulated unused sick leave at the employee's base pay rate subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."
- Section 5.** An employee may utilize his/her allowance of sick leave on the basis of application; therefore, approved by the EMPLOYER for absences necessitated by inability to perform the duties of his/her position by reason of illness or injury, by necessity for medical care or dental care, or by exposure to contagious disease under circumstances in which the health of employees with whom he/she is associated or members of the public with whom he/she deals would be endangered by his/her attendance on duty, or by illness in his/her immediate family for such periods as his/her absence shall be necessary subject to certification by medical authority. The term "immediate family" shall be limited to spouse, children, or person regularly residing in the employee's immediate household, or parent where the parent has no other person to provide the necessary nursing and care.

Sick leave usage shall be subject to approval and verification by the EMPLOYER who may, after three (3) consecutive days' absence, require the employee to furnish a report from a recognized physical or mental authority attesting to the necessity of the leave, and other information the EMPLOYER deems necessary, as provided in the Article herein titled "Fitness for Duty." Employees whose use of sick leave is habitual, patterned or inappropriate may be required to submit such report for absences of less than three (3) days duration.

- Section 6.** Sick leave benefits when authorized shall be paid at the employee's current base pay rate.
- Section 7.** To be eligible for sick leave payment, an employee must notify his/her supervisor or his/her designee as soon as possible according to the department procedures. Those procedures may require up to two hours advance notice in areas that are staffed twenty four by seven (24/7) and up to one hour advance notice in other areas. This notice may be waived if the employee can conclusively establish that he/she could not reasonably have been expected to comply with this requirement because of circumstances beyond the control of the employee.

Each area will have written procedures for employees to report unscheduled absences. Those procedures will include a back-up plan for employees to utilize if the designated recipient of the call is not available.

- Section 8.** A disabled employee who, because of illness or injury, has exhausted all sick leave benefits may be granted a medical leave of absence without pay. The seniority status of a disabled employee who is granted a medical leave of absence shall be determined in accordance with the provisions of the Article herein titled "Seniority

An employee requesting a medical leave of absence without pay shall be required to furnish conclusive evidence of disability to the EMPLOYER. If the employee fails to furnish conclusive evidence that the

absence from duty is necessary, or if the employee fails to undergo an evaluation or furnish a medical report as requested by the EMPLOYER in accordance with the Article herein titled "Fitness for Duty," the EMPLOYER shall have the right to require the employee to return to work on a specified date. Should the employee not return to work on such specified date, the employee may be considered to have resigned in accordance with the Article herein titled "Absence Without Leave."

- Section 9.** Employees who are regularly scheduled to work at least 56 hours per pay period will receive EMPLOYER paid short term disability and long term disability insurance at no cost to the employee or deduction from sick leave accruals.
- Section 10.** All sick leave that has been accumulated by an employee shall be cancelled upon the date of the separation from the EMPLOYER'S service.
- Section 11.** Employees may utilize sick leave to pay for approved health and fitness activities up to the annual cap determined by the employer.

**ARTICLE 13 - FLEXIBLE PAID TIME OFF (FLEX PTO)**

- Section 1.** Benefit earning employees newly hired or rehired into the bargaining unit on or after January 1, 2009, will be covered by the Medical Center's Flexible Paid Time Off (Flex PTO) benefit program.
- Section 2.** Current benefit earning employees as of December 31, 2008, were provided the option to elect to participate in the PTO plan.
- Section 3.** Full-time benefit earning employees will accrue Paid Time Off according to the following schedule. The accrual will be prorated for part-time benefit earning employees.

Years of Service	Hours per Pay Period Earned	Annual Flex PTO Days Earned	Annual Flex PTO Hours Earned
0-12 Months	8.61	28	224
Beginning of Year 2	9.23	30	240
Beginning of Year 6	10.15	33	264
Beginning of Year 11	11.07	36	288
Beginning of Year 16	11.69	38	304
Beginning of Year 21	12.30	40	320

- Section 4.** Flex PTO shall be accumulated up to 360 hours and carried from year to year. The EMPLOYER shall not be responsible for managing an employee's PTO leave balance so as to ensure no loss of the benefit because the balance is at or near the 360 hour limit. Correspondingly, the EMPLOYER will not force employees to take PTO for such purpose.
- Section 5.** Upon termination of employment employees will be paid for all accumulated Flex PTO hours (up to 360 hours) in addition to up to 800 hours of Extended Medical Leave. Flex PTO hours and up to 800 hours of Extended Medical Leave for those employees with eight (8) or more years of service upon termination of employment will be paid in the same manner as payment of sick leave in the Severance Pay benefit contained in Article 23 of the agreement. The amount of the potential payout will be reduced by any hours transferred into the Flex PTO bank or paid out in cash upon conversion to Flex PTO (see Attachment B).

Employees who are asked or are required to work on the following holidays will be paid premium pay.

- New Year's Day
- Memorial Day
- Independence Day



Labor Day  
Thanksgiving Day  
Christmas Day

\*Christmas Eve Day is considered a day of leave with pay; therefore, not eligible for premium payment

- Section 6.** This section applies only to employees hired on or before December 31, 2008 who elected to participate in the PTO plan and who had sick leave hours converted to Extended Medical Leave Bank. The Extended Medical Leave Bank (EML) is intended to help continue employee's salaries during the waiting period before disability benefits begin due to extended illness, injury or disability. Flex PTO hours must be used for the first three (3) days of illness and the EML bank hours beginning the fourth day. Employees may also use EML bank hours for their own illness or injury or to care for a parent, spouse or child in coordination with leave of absence policies.
- Section 7.** Employees participating in Flex PTO who are regularly scheduled to work at least 56 hours per pay period will receive EMPLOYER paid short term and long term disability insurance at no cost to the employee or deduction from PTO accruals
- Section 8.** Language contained in this agreement governing the approval and use of Sick Leave and Vacation shall be applicable to the use of Flex PTO.
- Section 9.** Voluntary PTO Payout: Pursuant to Internal Revenue Service Rules and Regulations, and with the approval of the Executive Leadership Team, the Medical Center will evaluate, based on business and economic needs, a voluntary PTO payout option. Payout program option details will be communicated prior to the annual election period.

#### ARTICLE 14 - LEAVES OF ABSENCE

- Section 1.** Except as otherwise provided in this AGREEMENT, written request for leave shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved. All leaves of absence without pay shall be granted at the discretion of the EMPLOYER and must be approved by the EMPLOYER in advance. Upon application by the employee, leaves of absence may be extended or renewed at the discretion of the EMPLOYER.
- Section 2.** Authorization for or denial of a requested leave of absence without pay of more than ten (10) working days duration, shall be furnished to the employee in writing by the EMPLOYER within seven (7) working days of its receipt. All leave of absence requests shall be given reasonable consideration by the EMPLOYER.
- Section 3.** Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis, and no such deductions shall be made from leave accumulations for holidays or non-work days falling within such leave with pay, subject to the provisions set forth in the Article herein titled "Holidays."
- Section 4.** Accrual of vacation leave and sick leave benefits during the period of leave of absence with pay shall continue. If an employee is granted leave without pay, he/she will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military leave when required by law.
- Section 5.** A leave of absence for birth or adoption of a child shall be in accordance with the policy set forth in the Medical Center Human Resource Policies.
- Section 6.** All leaves of absence without pay shall be subject to the condition that the EMPLOYER may cancel the leave at any time upon prior notice to the employee specifying a date of termination of the leave. Military leave, leave for purposes of UNION business or educational leave approved by the EMPLOYER in writing as non-cancelable for a specific duration shall not be subject to such cancellation. Notwithstanding the above, the EMPLOYER, upon prior notice to the employee, may cancel any approved leave of absence at any time the EMPLOYER has evidence that the employee is using the leave for purposes other than those specified at the time of approval.
- Section 7.** Employees who are eligible for the Family and Medical Leave Act (FMLA) may take medical leave consistent with the requirements of the FMLA. If the employee is not medically able to return upon the expiration of a consecutive FMLA leave, the employee will be eligible for medical layoff for a period of up to

twelve (12) weeks. If the Medical Center grants a personal leave following the expiration of a consecutive FMLA leave, the period of the personal leave will count toward the twelve (12) week medical layoff period. If the employee is not able to return at the conclusion of the medical layoff period, the employee will automatically have terminated their employment.

If during the period of medical layoff, the employee is cleared to return to work by an appropriate health care provider, he/she will have recall rights. Those recall rights will be to an open position in the job class held at the time the leave commenced, provided the employee meets the qualifications of that position.

**Section 8.** No leave of absence without pay shall be granted for the purpose of accepting or continuing other employment.

**Section 9.** Any employee returning from an approved leave of absence as covered by this Article who has complied with all the conditions upon which the leave was approved shall:

- A. Be reinstated in the position held at the time the leave was granted if the leave was for a period of less than six month's duration, or
- B. In the event the position held at the time the leave was granted has been filled or abolished, the employee shall be reinstated to a vacant position for which qualified in the class, bargaining unit and department from which leave was granted, or
- C. In the event no vacancy exists in the class, bargaining unit and department from which leave was granted, the employee may either exercise HHS seniority to replace the least senior employee in the class, bargaining unit and organizational unit from which the leave was granted, provided the employee is qualified to perform the work of the less senior employee, or if mutually agreeable to the employee and the EMPLOYER, be placed on a layoff list for the class, bargaining unit and department from which leave was granted. The salary rate for an employee reinstated following a leave of absence shall be the rate the employee held at the time the leave was granted or such rate as adjusted by a general adjustment to the class.

**Section 10.** In accordance with the provisions of this Article, employees may be granted a leave of absence for purposes of UNION business.

**Section 11.** An employee acting in his/her official capacity within the limits of the authority established by the EMPLOYER who receives a disabling injury during the performance of assigned official duties wherein the injury is sustained through a physical assault by a client or a member of the public, and wherein the employee has not contributed to the cause of the injury through negligence or provocation, may be granted leave with pay for any period of disability up to ninety (90) calendar days. Request for such leave shall be presented to the EMPLOYER together with supporting documentation including appropriate physician(s) reports. Such leave, if granted, shall not be charged to normal sick leave and shall be subject to the provisions of the contractual Article titled "Leave Benefits and Workers Compensation Benefits."

#### **ARTICLE 15 - ABSENCE WITHOUT LEAVE**

Any absence of an employee from scheduled duty that has not been previously authorized by the EMPLOYER may be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for three (3) consecutive days may be deemed to have resigned his/her employment, provided that the EMPLOYER may grant approval for leave subsequent to the unauthorized absence if the employee can conclusively establish to the EMPLOYER that the circumstances surrounding the absence and failure to request leave were beyond the employee's control.

#### **ARTICLE 16 - LEAVE BENEFITS AND WORKERS' COMPENSATION BENEFITS**

Any employee who by reason of sickness or injury receives workers' compensation benefits may do either of the following:

- A. Retain the workers' compensation benefits and request to be placed on a medical leave of absence without pay, or

- B. Retain the workers' compensation benefit and receive from the EMPLOYER any available earned accumulated sick leave, vacation leave, or other accumulated leave benefit.

The total weekly compensation including leave and workers' compensation benefits shall not exceed the regular weekly base pay rate of an employee.

#### **ARTICLE 17 - FUNERAL LEAVE**

The EMPLOYER will approve and administer leave with pay in cases of death in the immediate family for purposes of attending funeral services and absences necessary to make funeral arrangements for the decedent. The degree of relationship is limited to: spouse, parent, stepparent, parent-in-law, children, stepchildren, brothers, brothers-in-law, sisters, sisters-in-law, aunts, uncles, nieces, nephews, grandparents, grandparents-in-law, grandchildren, or person regarded as a member of the employee's immediate family. Such leave shall be limited to a maximum of three (3) shifts per occurrence for which the leave is approved not to exceed forty-eight (48) hours in any calendar year.

The intent of the EMPLOYER and UNION is to recognize "non-traditional" family relationships that employees might have with persons who do not meet the literal definitions enumerated above, but who fulfill the same roles for the employee. For example, the funeral of an employee's domestic partner would qualify for paid leave under this language, if the domestic partner's relationship to an unmarried employee is comparable to that of a married employee's spouse. Similarly, such a domestic partner's parents would be analogous to parents-in-law, and the domestic partner's children would be analogous to the employee's children or stepchildren. Another type of qualifying relationship could be the parent of the employee's children (if the parents are not married).

Because the criteria relate to the definition of "immediate family" found in the labor agreement, application of the term must be consistent with the definition found in the agreement. An employee's qualifying "non-traditional" family relationship should virtually be the equivalent of a qualifying "traditional" relationship. There should be a history to the relationship that establishes such equivalency.

It would be inappropriate, for example, for an employee to decide that any funeral qualifies for paid leave under this Article, because all humanity is a "family." It would also be inconsistent with the intent of the language for the employee to decide that a friend is the equivalent of a brother or sister (although a friend might qualify as a "brother" if he and the employee grew up together in the same house hold). Friendship alone is not a defining characteristic of either traditional or nontraditional relationships.

#### **ARTICLE 18 - MILITARY LEAVE OF ABSENCE WITHOUT PAY**

In accordance with the requirements and provisions of State and Federal laws, employees shall be entitled to military leaves of absence without pay for services in the armed forces of the United States and reinstatement at the expiration of such leave. Such leave shall be authorized only in cases where the employee has been officially called to active duty in the military service and shall be authorized only as long as the employee is in the service as required by the government.

#### **ARTICLE 19 - MILITARY RESERVE TRAINING**

In accordance with State and Federal laws, any employee who is a member of any reserve component of the military forces of the United States required by official military orders or related authority to attend Military Reserve training shall receive full wages at his/her current base pay rate for the period of the active duty required for such training not to exceed fifteen (15) days per calendar year.

#### **ARTICLE 20 - COURT DUTY**

**Section 1.** After due notice to the EMPLOYER, employees subpoenaed to serve as a witness in cases arising from or during the performance of their official duties, or called and selected for jury duty, shall be allowed their regular compensation at their current base pay rate for the period the court duty requires their absence from work duty, plus any expenses paid by the court. If an employee is excused from jury duty prior to the end of his/her work shift, he/she shall return to work as directed by the EMPLOYER or make arrangement for a leave of absence.

**Section 2.** Any absence, whether voluntary or by legal order to appear or testify in private litigation, not in the status of an employee but as a plaintiff or defendant, shall not qualify for leave under this Article and shall be charged against accumulated leave or be without pay.

## ARTICLE 21 - ELECTION DAYS

An employee who is entitled to vote in any election, as defined in M.S. 204C.04, subd 2, may absent himself/herself from his/her work for the purpose of voting during such election day for a period not to exceed two (2) hours without deduction from salary on account of such absence, provided the employee has made prior arrangements for the absence with the EMPLOYER. Any employee making claim for time off for voting and not casting a ballot or utilizing the time off for unauthorized purposes shall be subject to disciplinary action.

## ARTICLE 22 – INSURANCE

**Section 1.** The EMPLOYER will provide to benefit eligible (at least 40 hours per pay period) employees individual and dependent group hospitalization and medical insurance coverage. Effective April 2016 EMPLOYEES will be eligible for insurance coverage the first of the month following hire or benefit eligibility.

Employees will be eligible to choose either the Options Plan or the Horizon Plan.

Employees have the following options available:

Single (Employee Only) Coverage  
Employee +1 coverage  
Family Coverage

### **Single (Employee Only) coverage:**

Employees who choose the Options Plan with single (employee only) coverage will contribute ten percent (10%) of the monthly premium or the non-union contribution amount whichever is lower. Effective January 1, 2019 employees who choose the Options Plan with single (employee only) coverage will contribute fifteen percent (15%) of the monthly premium or the non-union contribution amount whichever is lower.

Effective January 1, 2019 employees who choose the Horizon Plan with single (employee only) coverage will contribute eight percent (8%) of the monthly premium or the non-union contribution amount whichever is lower.

### **Employee +1 and Family coverage:**

Employees who choose the Options plan for the employee +1 or family coverage will pay twenty-three percent (23%) of the monthly premium or the non-union contribution amount whichever is lower. Effective January 1, 2019 employees who choose the Options plan for the employee +1 or family coverage will pay twenty-five percent (25%) of the monthly premium or the non-union contribution amount whichever is lower.

Effective January 1, 2019 employees who choose the Horizon Plan with employee + 1 coverage will contribute fifteen percent (15%) of the monthly premium or the non-union contribution amount whichever is lower and those who choose family coverage will pay eighteen percent (18%) to the monthly premium or the non-union contribution whichever amount is lower.

In no case shall the allowance exceed the actual cost of the group coverage selected. Any cost balance which exceeds the amount available within the monthly allowance after deduction of the premium for the selected group coverage shall be paid by the employee through payroll deduction.

During a Benefits Open Enrollment period, an employee's tobacco use status will be based on the employee signing an affidavit attesting to his/her tobacco use practices.

In addition to the premiums stated above, an employee who attests to using tobacco will pay an additional \$15.00/month for their health insurance premiums.

- Section 2.** Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Hennepin Healthcare System, Health Care Expense Account plan as an option to the EMPLOYER hospitalization and medical insurance coverage allowance specified in Section 1. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain employee expenses that qualify for exemption from mandatory payroll deductions such as income taxes. Such expense account arrangement shall afford employees the opportunity to pay their qualifying expenses with earnings unreduced by certain mandatory payroll deductions.
- Section 3.** Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Dependent Care Assistance Program provided by the EMPLOYER. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain employee expenses that qualify for exemption from mandatory payroll deductions such as income taxes and pension contributions. Such expense account arrangement shall afford employees the opportunity to pay their qualifying expenses with earnings unreduced by mandatory payroll deductions.
- Section 4.** Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Hennepin Healthcare System Parking Expense Account plan. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain employee expenses that qualify for exemption from mandatory payroll deductions such as income taxes.
- Section 5.** Effective April 2016, the EMPLOYER shall pay the full cost of one times salary up to \$50,000 double indemnity individual term life insurance. Employees will be able to purchase supplemental term life insurance for spouse and child which is available in multiples of \$5,000 to a maximum of \$50,000.
- Section 6.** The EMPLOYER shall, subject to availability, arrange for a group Long Term Disability Insurance Plan which shall be in accordance with criteria and benefit levels established between the EMPLOYER and underwriter. Implementation and continuance shall be contingent upon such a plan being available in accordance with those criteria and available on an individual employee option basis. Effective January 1, 2015, the Employer will provide all employees who are regularly scheduled to work at least 56 hours per pay period with both short and long term disability coverage at no cost to the employee.
- Section 7.** It is expressly understood that the EMPLOYER'S obligation in this Article is limited to payment of the specified premium charges for the group insurance coverage as specified herein.
- Section 8.** The EMPLOYER reserves the right to change insurance carriers or self-insure. If such change of carriers or self-insurance is to result in a change in the level of employee benefits, the EMPLOYER agrees to meet and confer with the UNION on the change.

#### **ARTICLE 23 - SEVERANCE PAY**

- Section 1.** Severance pay shall be paid to qualifying permanent employees who have completely terminated their employment with the Medical Center and have completed eight (8) years of continuous service with the Medical Center. For the purpose of this section, Medical Center service shall include continuous service with Hennepin County prior to the establishment of Hennepin Healthcare Systems, Inc. on January 1, 2007. Any employee who shall have received severance pay upon termination of his/her employment shall not again be eligible to accrue any severance pay benefits upon re-employment with the Medical Center except for any hours accumulated in excess of the number for which he/she has been previously compensated. Such severance shall be based upon and measured by unused accumulated sick leave and unused accumulated vacation leave accruing to such employee during Hennepin Healthcare System employment.

Such severance pay shall not exceed eight hundred (800) hours of the unused accumulated sick leave and unused vacation leave which has accrued to the credit of the employee at the date of severance of such employment. If an employee elects sick leave payout or the PTO conversion options (see Attachment B) when electing to participate in the Flex PTO program, the amount of such payout will be deducted from this 800 hours maximum payout. Severance pay shall be computed on the basis of the employee's base pay rate in effect on the date of termination. Severance pay of a deceased employee shall be paid to a named beneficiary or, lacking that, his/her estate or legal representative. Employees shall provide the EMPLOYER with two (2) weeks written notice in advance of the date the employee leaves. If an employee fails to provide the required two (2) week notice, the EMPLOYER shall exclude eighty (80) hours of sick leave severance pay to which the employee may be otherwise entitled in accordance with this AGREEMENT (see Article 13, section 5).

**Section 2.** All accumulated leave benefits shall be expired upon the date of severance from Hennepin Healthcare System service.

**Section 3.** The eligibility provisions of this Article regarding years of service shall not apply to permanent employees who die prior to achieving eight (8) years of service with the EMPLOYER.

**ARTICLE 24 - STABILITY ADJUSTMENTS/SHARING SUCCESS**

**Section 1.** Employees hired on or before December 31, 2008 are eligible for Stability Adjustments based upon length of continuous service. Employees that are hired or rehired on or after January 1, 2009 shall be ineligible for this adjustment. When an employee has completed five (5) years (10,400 regular hours) of full-time service as of December 1 of the current year, he/she shall be eligible to receive two and one-half (2 1/2) percent of his/her annual salary for the current calendar year based on his/her current base rate of pay. For each additional year (2,080 regular hours) of full-time service after five, the employee shall qualify for an additional one-half (1/2) of one (1) percent up to and including his/her tenth year. For all service after ten (10) years (20,800 regular hours), the stability payment shall continue at the rate established for the tenth year of five (5) percent. At the discretion of the EMPLOYER, time on authorized leave of absence for education may be included in computing stability compensation. The maximum annual salary on which stability pay will be computed shall be in accordance with the following schedule:

<u>Years of Service</u>	<u>Maximum Base Salary on Which Stability Pay Will Be Computed</u>
Less than eleven (11) years of service (22,880 compensated regular hours)	\$16,000
Eleven (11) years but less than twelve (12) years of service (24,960 compensated regular hours)	\$17,000
Twelve (12) years but less than thirteen (13) years of service (27,040 compensated regular hours)	\$18,000
Thirteen (13) years but less than fourteen (14) years of service (29,120 compensated regular hours)	\$19,000
Fourteen (14) years but less than fifteen (15) years of service (31,200 compensated regular hours)	\$20,000
Fifteen (15) years but less than sixteen (16) years of service (33,280 compensated regular hours)	\$21,000
Sixteen (16) years but less than seventeen (17) years of service (35,360 compensated regular hours)	\$22,000
Seventeen (17) years but less than eighteen (18) years of service	

(37,440 compensated regular hours)	\$23,000
Eighteen (18) or more years of service.	\$24,000

Such stability payment shall be paid in a lump sum on a December payroll.

- Section 2.** Any employee, who by reason of a work related injury receives worker's compensation benefits, shall receive credit for time spent on such medical leave for purposes of stability pay eligibility.
- Section 3.** Any employee upon retiring may be paid the stability payment as of the date of his/her retirement, however, such payment shall be prorated on the number of full months of service worked during the calendar year in which such employee retired.
- Section 4.** Stability pay may also be paid to survivors in the case of death while the individual is an employee of the EMPLOYER. Such payment shall be prorated on the number of full months of service worked during the calendar year in which death occurred.
- Section 5.** Sharing success. Employees hired after January 1, 2009, employees rehired into the bargaining unit or employees moving to benefit eligible status or employees who were accreted after January 1, 2009 will be eligible to participate in the Sharing Success program under the terms of the program as provided and modified by the employer from time to time.

#### **ARTICLE 25 - PART-TIME/TEMPORARY EMPLOYEES**

- Section 1.** An employee working less than the full-time schedule shall not participate in any benefits provided by this AGREEMENT except those working a schedule of twenty (20) hours or more per week shall participate in benefits in the same ratio that his/her actual hours worked bears to the full-time work schedule. The EMPLOYER shall pay, however, the same health insurance premium amounts to employees who are scheduled to work at least twenty (20) hours per work week as it contributes to full time permanent employees. The holiday benefit for part-time employees shall be in the same ratio that the part-time employee's actual hours worked bears to the full-time work schedule in the payroll period or previous calendar quarter where the holiday falls.
- Section 2.** Temporary employees shall not participate in any benefits provided by this AGREEMENT except holiday benefits which shall be in the same ratio that the temporary employee's actual hours worked bears to the full-time work schedule, in the payroll period or previous calendar quarter where the holiday falls.
- Section 3.** The EMPLOYER agrees to notify the UNION, in advance if the time period used to determine the holiday benefit for part time and temporary employees is to be changed from the payroll period to the previous calendar quarter or vice versa.

#### **ARTICLE 26 - WORK UNIT VACANCIES**

- Section 1.** A vacant position which is to be filled by the EMPLOYER will normally be posted on the HHS job openings website and for not less than seven (7) calendar days within the department where located. Permanent employees who meet the minimum requirements of the posted position and are qualified may apply to the job posting to show, their interest in being considered for reassignment or promotion to fill the vacant position. The most senior permanent employee applying for the position in the same job class as the job opening will be given an interview over the most senior permanent employee in a different job class. If no employee applies in the same job class as the posted position, then the most senior permanent employee will be provided an interview if they meet the minimum qualifications for the position.

Prior to filling the vacancy, the EMPLOYER will give reasonable consideration, which includes an interview, to the senior qualified permanent employee who has requested reassignment to the vacant position

- A. The vacancy posting shall set forth the class title, salary range, nature and location of the work to be performed, the minimum qualifications, the place and manner of making application and the closing date that applications will be received.
- B. In departments where there is more than one work shift, the position vacancy posting will indicate which shift applies.
- C. The provisions of this Article shall apply to the initial vacancy and up to two sequential vacancies that may be created by reassignment within the department.
- D. Except as may otherwise be provided in this AGREEMENT, employees who are selected for reassignment under the provisions of this Article will again become eligible for consideration six (6) months following such reassignment.
- E. Departments for the purpose of this Article shall be those established by the EMPLOYER in its organizational structure. A copy of the EMPLOYER'S current organizational structure identifying work units shall be furnished to the UNION by the EMPLOYER and updated as changes occur. A current copy of the EMPLOYER'S organizational structure identifying departments is located in Attachment A of this AGREEMENT.
- F. Seniority for purposes of this Article shall be as defined in the Article herein titled "Seniority."
- G. The provisions of this Article shall not apply to the following types of vacancies.
  - 1. Vacancies to be filled by recall from layoff.
  - 2. Vacancies to be filled by reassignment of an employee whose position has been abolished due to lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
  - 3. Vacancies to be filled by reassignment of an employee for reason of temporary disability or other health related condition.
  - 4. Vacancies to be filled by reassignment to a position of an employee whose hours were involuntarily reduced during the past three (3) years. Such employees will be offered positions within their same classification having greater hours up to the hours of their prior position. Employees declining an offer under this provision will lose their rights contained in this provision.

**Section 2.** During the first thirty (30) calendar days following a promotion or transfer, the EMPLOYEE or the EMPLOYER may request in writing, to the Labor Relations Director or their representative, to return the employee to his/her previously held position if it is open and available. If the employee is returned to their previously held position, they will return to the same job class and pay rate they previously held in the former position.

#### **ARTICLE 27 - WORK RULES**

The EMPLOYER may establish and enforce work rules that are not in conflict with this AGREEMENT. A copy of the EMPLOYER'S formally established departmental work rules shall be available on or about the work site and during the work shift of employee's subject to such rules. Such rules shall also be provided to the UNION. Revisions to such work rules will be labeled as new or amended and prior to the effective date, except for rules relating to employee or patient safety, the work rules shall be posted for a period of ten (10) consecutive work days and provided to the UNION's designated representative and the local President ten (10) days in advance.

#### **ARTICLE 28 - LOW CENSUS**

**Section 1.** If a low patient census requires the EMPLOYER to reduce the work force in any area of Hennepin Healthcare System the following process will be used for determining whose hours shall be reduced:

- 1. The first request shall be for volunteers.
- 2. The second selection for reduced hours will be for all temporary and intermittent employees before any permanent employees.
- 3. After the temporary or intermittent employees are selected for reduced hours, the least senior employee's hours will be reduced
- 4. The EMPLOYER will continue to consider premium expenses when determining the order in each of the above steps in this process.



**Section 2.** Seniority may be bypassed if required to maintain the necessary qualifications necessary for the operation of the work area.

**Section 3.** Employees will not be required to reduce their hours more than six (6) shifts per six (6) month period. The six (6) month period is defined as January 1 – June 30 and July 1 – December 31. Employees will continue to earn benefits if selected for reduced hours.

#### **ARTICLE 29 - PERFORMANCE EVALUATIONS**

**Section 1.** The EMPLOYER shall determine whether an employee is to be granted an in-range salary rate adjustment on a normal performance review interval established by the EMPLOYER for the employee's class. An employee shall not experience loss of such salary increase because completion of the performance evaluation is delayed through no fault of the employee. Employees are eligible for in range increases of 3% not to exceed range maximum annually timed with the performance review provided the employee has received an overall performance rating of successful or better on their most recent performance evaluation. For those employees who are at the maximum of the wage scale, the performance evaluation will be provided to the employee on the anniversary month of their last review. Any employee who does not meet expectations, and therefore did not receive an in-range increase, will receive their next review 6 months later and the employee's review month will be changed accordingly. (i.e. 10/2019 review does not meet expectations, next review in 4/2020 and review month changed to April.

**Section 2.** After an evaluation is completed, the employee will have access to the completed and signed review and provided an opportunity to respond to the evaluation in writing and have that response permanently in the employee's Human Resources file. No changes may be made in the evaluation after the employee has received and signed his/her copy. The employee's signature on any performance review is considered a signature of receipt only and not an indication of agreement.

**Section 3.** When an employee who is eligible for an in-range increase receives a performance evaluation which results in the employee's not receiving such increase, he/she may request review of this decision by their Department Manager or his/her designee. Such request must be made to the Department Manager within twenty-four (24) calendar days from the date the employee receives the evaluation. If the decision of the appointing authority Department Manager does not resolve the matter within thirty (30) calendar days following the employee's request for review, the matter may be referred to the Director of Human Resources, for review by the Director or his/her designee. Such time limits may be waived by agreement of the parties.

**Section 4.** The EMPLOYER, when evaluating their existing Performance Evaluation System, will meet and confer with the UNION regarding changes to the Performance Evaluation process prior to implementation of any changes.

**Section 5.** An employee may submit a request to Human Resources/Labor Relations and will be granted access to review their department file related to their employment, and will be provided a copy upon request.

**Section 6.** Probationary employees: After successful completion of 1,040 hours probationary period, the employee will receive a performance evaluation and in range increase. Employees who have successfully completed probation shall receive an annual performance evaluation on the anniversary month of their last increase and review.

#### **ARTICLE 30 - EDUCATIONAL ASSISTANCE/TRAINING**

**Section 1.** At the discretion of the EMPLOYER, financial assistance may be provided toward the cost of tuition and lab fees which an employee pays for instruction and associated administration expenses in conjunction with educational courses approved by the EMPLOYER in advance, subject to the following conditions:

- A. A Tuition Aid Request must be submitted to the EMPLOYER for approval at least sixty (60) days prior to registration for the educational course, provided that the EMPLOYER may waive this requirement when the EMPLOYER determines circumstances warrant such action.
- B. The EMPLOYER shall, within thirty (30) days after receipt of the tuition aid request, give the requesting employee written notice of whether the proposed educational course is, or is not, approved for tuition assistance.
- C. If the proposed educational course is not approved, no educational assistance will be provided by the EMPLOYER. If the proposed educational course is approved, up to one hundred percent (100%) financial assistance may be provided for tuition and registration fees upon completion of the course and submission by the employee of (1) evidence of tuition paid (receipt), and (2) proof of satisfactory completion (a grade report indicating a "C," satisfactory or better).
- D. To assist employees in planning and selecting educational alternatives, the EMPLOYER shall make available to employees any information on such guidelines and/or criteria as the EMPLOYER may use in determining which educational courses will be approved for reimbursement.

**Section 2.** Where courses are required and certified by the EMPLOYER as essential to current job performance, the EMPLOYER shall grant 100% reimbursement for tuition, required fees and required study materials.

**Section 3.** At the request of an employee, an Individual Development Plan shall be established. Any employee making the request shall be provided with paid time to work with their Supervisor or Human Resources to develop a training plan for career development within Hennepin Healthcare System. Human Resources will be a source of career information, and postings, in which the employee may have an interest. Time allotted for this activity and the training plan adopted shall be subject to mutual agreement of the Employee and Supervisor.

**Section 4.** The Union and the Employer, to include but not limited to leadership from Labor Relations, Organizational Development and Training, and Human Resources will meet and confer two times per calendar year to discuss their joint commitment to on-going education and training opportunities for employees.

**Section 5.** Effective January 1, 2020 the provisions of this subsection shall be applicable only to regular employees within the Professional unit who are FTE.5 or above up to \$350 within their title. This can include conferences, online or classroom study programs that provide continuing education credits that are approved by their respective professional boards.

If the educational course is approved up to \$350. will be provided upon submission of one (1) proof of tuition paid receipt.

#### **ARTICLE 31 - FITNESS FOR DUTY**

When question exists related to appropriate leave administration or work safety to individuals, co-workers or others, the EMPLOYER may require employees to undergo a medical evaluation that will enable the EMPLOYER to determine the employee's fitness for performance of his/her duties. When the EMPLOYER requires an evaluation or report from a medical authority, either the employee's personal or treating authority or the medical authority of the EMPLOYER'S selection, the EMPLOYER shall:

- A. Pay the fee charged for such evaluation or report if such is not covered through the health insurance program made available to employees by the EMPLOYER, and
- B. Compensate the employee at his/her base pay rate for regularly scheduled work time the employee was unable to work due to obtaining the evaluation if the evaluation result is that the employee is found fully fit to perform his/her work duties and responsibilities.

- C. In the event there is a conflict between the employee's physician and the physician hired by the EMPLOYER regarding the employee's fitness for duty an independent third party physician mutually agreed to by both parties will provide a decision within 14 calendar days. The third party physician's decision will decide the issue.

### ARTICLE 32 - MEET AND CONFER

- Section 1.** Upon request of either party, the EMPLOYER and UNION agree that the EMPLOYER and not more than five (5) representatives of the UNION will meet and confer each month relative to health, safety, items which are neither negotiable nor subject to the grievance procedure, and such other matters the parties may mutually agree to discuss.
- Section 2.** The parties specifically agree that the following items shall be appropriate for meet and confer activity:
- Education Time - two days of education time to be used for licenses
  - Caseload/workload
  - Productivity
  - Accuracy standards
  - Best practices for dealing with system downtime for both on-site and off-site employees
- Section 3.** Labor/Management meetings between Hennepin Healthcare System Leadership and AFSCME Business Agents and Local Presidents could be used for this purpose.
- Section 4.** The Medical Center will give the union prompt written notice of any new business venture that is likely to impact union represented employees as soon as a decision to implement the venture is made. Such notice will describe the anticipated employee positions in the new venture and the Medical Center's initial determination as to whether such positions will be included in the bargaining unit. The Medical Center will meet, upon request, with the union to explore questions of union representation.
- Section 5.** A meet and confer that results in the need for additional information, further clarification, or actions by one of the parties related to the issues discussed shall be completed by the mutually identified timeline of both the Union and the Employer representatives during the Meet and Confer.

### ARTICLE 33 – DISCIPLINE

- Section 1.** The EMPLOYER will discipline employees in the classified service only for just cause.
- Section 2.** Discipline, when administered, normally will be progressive and corrective in nature. Discipline will be in one of the following forms and normally in the following order:
- A. Oral Reprimand
  - B. Written Reprimand
  - C. Suspension\* (one day = 8 hours)
  - D. Discharge or disciplinary demotion.

The employer will provide a corrective coaching to the employee so as to advise the employee to prevent discipline, when appropriate. When an employee is provided a corrective coaching, it shall be clearly stated as such.

\* Except in situations where less than a full week unpaid suspension of exempt employees is allowed under Federal/State Law, exempt employees may not be suspended from duty without pay for a period of less than one (1) work week as discipline under this Agreement. Rather, where just cause exists, and there is mutual agreement, the EMPLOYER may impose disciplinary reductions in accrued vacation, deferred holiday and/or floating holiday balances. The amount of such disciplinary reductions shall depend upon the seriousness of the offense and the involved employee's record of employment. Disciplinary reductions in accrued vacation, deferred holiday,

and/or floating holiday balances shall be treated as a suspension for purposes of the employee's record and progressive discipline.

- Section 3.** If the EMPLOYER has reason to reprimand any employee, it shall normally not be done in the presence of other employees or the public.
- Section 4.** Written reprimands, disciplinary suspensions, disciplinary demotions or discharge of permanent employees are appealable up to and through the arbitration step of the grievance procedure contained in this AGREEMENT.
- Section 5.** The EMPLOYER and UNION shall make available to each other all information and evidence that will be used to support a suspension or discharge or defense against such action no later than the Step 2 meeting of the grievance procedure.
- Section 6.** Personnel Records
- A. Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel records. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. All disciplinary entries in the Human Resources office record shall normally state the corrective action expected of the employee.
  - B. An employee who is reprimanded in writing, suspended, disciplinarily demoted, or discharged shall be furnished with a copy of notice of such disciplinary action.
  - C. Upon written request of the employee, a written reprimand shall be removed from the employee's personnel record if no further disciplinary action has been taken against the employee within two (2) years following the date of the reprimand.
  - D. Employees shall have access to information contained in their personnel records in accordance with the provisions of the Data Practices Act, as amended.
- Section 7.** Union Representation
- Employees normally will not be questioned concerning an administrative investigation of disciplinary action unless the employee has been given twenty-four (24) hours notice to have a UNION representative present at such questioning. Once the employee makes a request for union representation, the employer must stop the interview and allow the employee a reasonable time to obtain union representation. Not until the employee secures a union representative, or a reasonable time for doing so has elapsed, will the employer resume interviewing the employee. HHS intends to honor reasonable requests for union representation, but it acknowledges that if it does deny such a request, the employee has the right to refuse to answer questions.
- When mutually agreeable, the UNION shall have the right to take up a suspension, demotion, and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary.
- Section 8.** Disciplinary action shall be taken in a timely manner.
- Section 9.** Disciplinary actions of written reprimands and suspensions shall include identified corrective actions or expectations to facilitate improvement.

#### **ARTICLE 34 – CHEMICAL DEPENDENCY**

- Section 1.** HHS and the Union recognize chemical dependency is an illness and are committed to a belief that early recognition and intervention of chemical abuse and dependency are in the best personal and professional interest of the staff member whose licensure is covered by the Health Professional Services Program (HPSP) as well as in the best interests of HHS and the public.
- A. Chemical Dependency, Disclosure, and Evaluation  
Staff members are encouraged to voluntarily disclose the excessive use of alcohol and/or illegal drugs before being confronted, tested, or otherwise involved in drug- and/or

alcohol-related discipline or proceedings. A staff member who does so will be granted needed time off for treatment, rehabilitation, or counseling in accordance with the current contract agreement. A disclosure by the staff member that the staff member is chemically dependent will not be used as a sole basis for discipline. Consideration by the HHS in making a disciplinary decision will include the staff member taking initiative to obtain assistance by self-reporting to the HPSP. Furthermore, the HHS will acknowledge the compliance of the staff member with terms of a return-to-work plan mutually developed by the employer, employee, Health Professional Services Program, and representative(s) of the Union, unless the staff member declines such representation. The return-to-work plan reflects any restrictions on the registered staff member's license. If the HHS has reasonable cause to believe that a staff member is chemically dependent or the HHS has documentation of counseling the staff member regarding previous behavior patterns, the HHS may also refer the staff member to the HHS Employee Assistance Program. The staff member may, in the alternative, elect to secure a required evaluation by a professional qualified in chemical dependency of the staff member's choice.

- B. **Drug and/or Alcohol Testing**  
Drug and/or alcohol testing for staff members will be pursuant to the Drug and Alcohol Testing Policy for Employees maintained on the HHS Intranet. At the time a request for a drug and/or alcohol test is made, the employee will be advised in writing of the right to request the presence of a Union representative and if the employee makes such a request, the Medical Center will make prompt, reasonable effort to secure a Union representative for the employee.
- C. **Treatment**  
If, following an assessment or evaluation, it is recommended that the staff member receive drug and/or alcohol counseling, the staff member may apply for a leave of absence as permitted under applicable law and/or labor contract.
- D. **Return to Work**  
The conditions of a staff member's return to work will be jointly developed by HHS representatives, the staff member, and Union representatives, if requested by the staff member. A professional involved in the staff member's treatment program may also participate. An agreement setting forth the conditions for the staff member's return to work will be placed in writing. The return to work agreement will include the testing for drugs and/or alcohol without prior notice for a period of up to two years following completion of a prescribed chemical dependency treatment program.
- E. **A staff member will not be disciplined solely for being chemically dependent; however, a staff member may be disciplined for action related to chemical dependency. Any such discipline will be for just cause as provided in the labor contract. In conducting investigatory or disciplinary meetings with the staff member, the HHS will take into consideration the staff member's competence to participate in such meeting(s).**
- F. **Privacy**  
Test result reports, information, and records acquired through the drug and/or alcohol counseling or rehabilitation process will be maintained as private data and may not be disclosed by the HHS without the written consent of the staff member.

#### **ARTICLE 35 - EMPLOYEE ASSISTANCE**

For the life of this AGREEMENT, the EMPLOYER shall make available to employees covered by this AGREEMENT the Employee Assistance Program it establishes for Medical Center employees and shall provide employees covered by this AGREEMENT with the information distributed to employees familiarizing them with the program.

#### **ARTICLE 36 - NON-DISCRIMINATION**

In accordance with applicable, city, state and federal law, all provisions of this AGREEMENT shall be applied equally by the EMPLOYER and the UNION to all employees without discrimination based on race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, or national origin. In the

event that any of the pertinent antidiscrimination laws are changed during the term of the AGREEMENT to include or exclude a protected class or classes, this AGREEMENT will be applied so as to include or exclude that class or classes within the provisions of this section. In addition, all provisions of this AGREEMENT shall be applied equally by the EMPLOYER and the UNION to all employees without discrimination as to political or organizational affiliation or membership in the UNION.

#### **ARTICLE 37 - SCOPE OF AGREEMENT**

This AGREEMENT shall represent the complete agreement between the UNION and EMPLOYER. The parties acknowledge that during the negotiations which resulted in this AGREEMENT each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT.

Therefore, the EMPLOYER and UNION, for the life of this AGREEMENT each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

#### **ARTICLE 38 - SAVINGS CLAUSE**

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and Hennepin County. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. Upon written request of either party, the parties shall meet and negotiate on a substitute provision for the voided provision.

#### **ARTICLE 39 - VOLUNTARY LEAVE WITHOUT PAY**

**Section 1.** Union officers and union representatives, by mutual agreement between the UNION and the EMPLOYER, may request to use Voluntary Leave Without Pay for union sponsored/authorized activities.

#### **ARTICLE 40 - AUTOMOBILE TRAVEL EXPENSES**

**Section 1.** When employees are required by the EMPLOYER to use their private automobiles while engaged in HHS business, the employee shall be entitled to reimbursement on a per mile basis at the rate established by the Internal Revenue Service for deductibility of business-related mileage expenses.

**Section 2.** Reimbursement shall be made for reasonable parking expenses actually incurred by the employee, but not to exceed \$9.50/park with receipt and \$5.00/park without receipt.

**Section 3.** To obtain reimbursement the employee shall submit a claim at the end of each calendar month on a form provided by the EMPLOYER.

**Section 4.** Once each year, all cost factors comprising the mileage reimbursement rate (i.e., all fixed and variable costs) will be analyzed by the EMPLOYER and rate adjustments will be provided accordingly. At the request of the UNION, two UNION representatives shall meet and confer with the EMPLOYER relative to automobile travel expenses.

#### **ARTICLE 41 - RIGHT OF CONTRACTING SERVICES**

**Section 1.** Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from contracting with vendors or others for materials or services.

**Section 2.** In the event the EMPLOYER finds it necessary to subcontract out work now being performed by existing employees that will result in the layoff of employees, the UNION will be notified no less than ninety (90) calendar days in advance of the date the employees will be laid off as a result of the decision to subcontract. During this ninety (90) day period, the EMPLOYER will meet with the UNION and discuss ways and means of minimizing any impact subcontracting may have on employees. In the event that existing employees are laid off as a result of the EMPLOYER engaging in a contract for service, the EMPLOYER agrees to make reasonable effort to relocate such employees in other positions for which they are qualified.

#### **ARTICLE 42 - SALARY RATES**

**Section 1.** Effective the first full pay period in January of 2020 all employees will receive a 2.25% across the board wage increase (ranges increased by 2.25%).

Effective the first full pay period in January of 2021 all employees will receive a 2.25% across the board wage increase (ranges increased by 2.25%).

Effective January 1, 2019 annual in-range salary rate adjustments will be in increments of three percent (3%).

Effective the first full pay period in January of 2016 there will be a 1.5% market adjustment for the job classification wage schedule of Dietitian. Effective the first full pay period in January of 2017 there will be a 1.5% market adjustment for the job classification wage schedule Dietitian.

Below are the salary schedules for each classification for 2020-2021:

**Rates Effective the first full pay period in 2020**

<b>2020</b>			
<b>Job Title</b>	<b>Unit</b>	<b>Minimum</b>	<b>Maximum</b>
<b>2474 - PROFESSIONAL Unit</b>			
Dental Hygienist	11	\$ 27.81	\$ 42.98
Diabetes Educator	11	\$ 27.61	\$ 41.40
Dietitian	11	\$ 23.39	\$ 35.31
GME Administrative Coordinator	11	\$ 25.94	\$ 37.86
Health Care Home Program Coord	11	\$ 27.66	\$ 38.29
Librarian	11	\$ 22.10	\$ 32.83
Medical Office Coordinator	11	\$ 25.94	\$ 37.86
Mental Health Prof - Licensed	11	\$ 32.47	\$ 42.21
Mental Health Prof II - Licensed	11	\$ 35.02	\$ 45.52
Multimedia Specialist	11	\$ 26.60	\$ 34.04
Optical Shop Coordinator	11	\$ 24.54	\$ 36.81
Residency Mgmt Suite Coordinat	11	\$ 25.94	\$ 37.86
Residency Program Coord Sr	11	\$ 27.36	\$ 39.95
Residency Program Coordinator	11	\$ 25.94	\$ 37.86
Social Worker I	11	\$ 25.98	\$ 33.55
Social Worker II	11	\$ 28.15	\$ 38.43
Social Worker III	11	\$ 30.31	\$ 40.43
Speech Lang Path Clin Fellow	11	\$ 32.02	\$ 39.74
Speech-Lang Path Prog Spec	11	\$ 34.91	\$ 45.04
Speech-Lang Pathologist	11	\$ 32.67	\$ 40.54



**Rates Effective the first full pay period in 2021**

<b>2021</b>			
<b>Job Title</b>	<b>Unit</b>	<b>Minimum</b>	<b>Maximum</b>
<b>2474 - PROFESSIONAL Unit</b>			
Dental Hygienist	11	\$ 28.44	\$ 43.95
Diabetes Educator	11	\$ 28.23	\$ 42.33
Dietitian	11	\$ 23.92	\$ 36.10
GME Administrative Coordinator	11	\$ 26.52	\$ 38.71
Health Care Home Program Coord	11	\$ 28.28	\$ 39.15
Librarian	11	\$ 22.60	\$ 33.57
Medical Office Coordinator	11	\$ 26.52	\$ 38.71
Mental Health Prof - Licensed	11	\$ 33.20	\$ 43.16
Mental Health Prof II - Licensed	11	\$ 35.81	\$ 46.54
Multimedia Specialist	11	\$ 27.20	\$ 34.81
Optical Shop Coordinator	11	\$ 25.09	\$ 37.64
Residency Mgmt Suite Coordinat	11	\$ 26.52	\$ 38.71
Residency Program Coord Sr	11	\$ 27.98	\$ 40.85
Residency Program Coordinator	11	\$ 26.52	\$ 38.71
Social Worker I	11	\$ 26.56	\$ 34.30
Social Worker II	11	\$ 28.78	\$ 39.29
Social Worker III	11	\$ 30.99	\$ 41.34
Speech Lang Path Clin Fellow	11	\$ 32.74	\$ 40.63
Speech-Lang Path Prog Spec	11	\$ 35.70	\$ 46.05
Speech-Lang Pathologist	11	\$ 33.41	\$ 41.45

The EMPLOYER payroll system will prevail when it comes to questions of rounding. The rates shown above are for informational purposes only and do not reflect progression up the range.

- Section 2.** The EMPLOYER shall determine the rate of compensation for each employee within the established salary range for their class. The EMPLOYER shall have the discretion to grant compensation in excess of the maximum rates shown when the EMPLOYER determines that the performance of any employee warrants any such additional compensation.
- Section 3.** Any salary adjustment provided for in this AGREEMENT shall commence on the beginning of the first payroll period after which the employee(s) becomes qualified and authorized to receive the adjustment.
- Section 4.** At the discretion of the EMPLOYER and in the event the EMPLOYER encounters difficulty with respect to attraction and/or retention of qualified staff in a particular job classification, the parties by mutual agreement, may negotiate a modified salary schedule or other compensation matters for such classification.
- Section 5.** In 2016 the EMPLOYER shall pay to the UNION or its designee \$0.35 for each regular hour spent on compensated payroll status by members of the bargaining unit, including hours paid as severance in accordance with the provisions of Article 23. In 2017 the EMPLOYER shall pay to the UNION or its designee \$0.37 for each regular hour spent on compensated payroll status. Such EMPLOYER payment shall be remitted quarterly to the UNION or its designee. Such payment shall be used to provide a dental insurance plan arranged and administered by the UNION.

#### **ARTICLE 43 – LUMP SUM PAYMENT**

No lump sums provided for in the January 1, 2018- December 31, 2019 collective bargaining agreement.

#### **ARTICLE 44 - HEALTH AND SAFETY**

- Section 1.** An employee concerned about the design, structure or safety of his/her work area may, with or without the UNION, petition his/her supervisor for an investigation of the work area to determine compliance with the Medical Center A Workplace Accident and Injury Reduction (AWAIR) Program Policy and/or general safety compliance (i.e. OSHA etc.) whichever may apply. If a question arises concerning the effect of the work area on the employee's health or safety, the employee and/or supervisor should contact the Medical Center's Employee Occupational Health and Wellness department to make a report.
- Section 2.** The Medical Center will make every effort to ensure that the conditions of the work environment are maintained in a safe manner and that all safety devices and equipment required by the various health and building codes or any other applicable statutes are supplied to maintain a safe environment.
- Section 3.** The EMPLOYER will allow one AFSCME representative from each bargaining unit to participate in the Medical Center's Security Sub-Committee and Environmental Health and Safety Committee.
- The UNION and the EMPLOYER shall meet and confer twice a year to discuss health and safety concerns. These meetings will include a designated Environmental Health and Employee Safety department representative. These meetings will be intended to deal with the mutual health and safety concerns of the employees and the Employer. The scope of these meetings shall address the health of the workforce issues including but not limited to physical, psychological, ergonomic or public health concerns and safety items which are neither negotiable nor subject to the grievance procedure.
- Section 4.** The Medical Center will encourage bargaining unit employees who are victims of assault in the workplace to recognize the potential emotional impact and offer counseling or other delayed stress debriefing. In addition, a bargaining unit employee who has been assaulted at work and is unable

to continue working will be given the opportunity to be free from duty without loss of pay for the remainder of that shift after following the defined process to be seen in Employee Occupational Health and Wellness or Emergency Department.

#### **ARTICLE 45- RETIREE HEALTH PREMIUM SUBSIDY**

**Section 1:** Eligibility

To be eligible for a future retiree health subsidy, employees must:

- a. have ten (10) or more full-time years of service at Hennepin as of January 1, 2011; and
- b. be in a benefit-earning position within the bargaining unit position as of January 1, 2011 and remain continuously employed in a benefit-earning position within the bargaining unit through the date of retirement; and
- c. meet the PERA eligibility requirements at the date of retirement.

**Section 2.** Beginning January 1, 2011, employees who meet the eligibility requirement defined in Section 1 of this Article are eligible for a retiree health subsidy if one of the following is met:

- a. The employee has twenty (20) years of PERA-eligible employment as of January 1, 2011 and is between the ages of 55 and 65 at the time of retirement; or
- b. The employee has fewer than twenty (20) years of PERA-eligible employment as of January 1, 2011 and is between the ages of 62 and 65 at the time of retirement.

**Section 3.** The Medical Center will contribute a fixed dollar amount toward the monthly health insurance premium of eligible retirees (as described in Section 1 above) who retire in 2011. Such contributions will continue until the employee discontinues coverage under the plan, or through the end of the month in which the retiree turns age 65, whichever is sooner. That rate will be equal to the amount that the Medical Center is contributing for active employees who carry single (employee-only) coverage at the time of the employee's retirement. The fixed dollar amount the Medical Center will contribute will remain the same for the duration of this benefit, and future health insurance premium increases will be paid by the retiree.

**Section 4.** Retirees who participate in the retiree health premium subsidy will be offered the same benefit plan option(s) as are available to current employees, even if those benefit plans change after the date of retirement.

**Section 5.** Nothing in this Article will be construed to be a guarantee of future retiree health insurance benefits beyond the expiration date of this agreement. The Medical Center and UNION reserve the right during subsequent negotiations to modify, amend or terminate, in whole or in part, the retiree health premium subsidy.

**Section 6.** Nothing in this Article is intended to alter the retiree health subsidy for employees who retire prior to January 1, 2011.

#### **ARTICLE 46-- EFFECTIVE DATES**

Except as otherwise provided, all provisions of this AGREEMENT shall be effective the beginning of the first payroll period following its execution.

**ARTICLE 47 - TERM OF AGREEMENT**

AGREEMENT shall be in full force and effect from January 1, 2020, through December 31, 2021, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1 prior to the anniversary date that it desires to modify or terminate this AGREEMENT.

**ARTICLE 48- SIGNATURE**

In witness whereof, the parties have caused this agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 2020

For the Medical Center

For AFSCME Council 5

\_\_\_\_\_  
Jennifer DeCuvellis  
Chief Executive Officer

\_\_\_\_\_  
Sara Franck, President  
AFSCME Council 5, Local 2474



\_\_\_\_\_  
Emma Hixson  
Director, Labor Relations

\_\_\_\_\_  
David Bard, Field Representative  
AFSCME Council 5

**APPENDIX 1: FOR INFORMATION PURPOSES – HENNEPIN HEALTHCARE DEPARTMENTS**

The current list of Hennepin Healthcare System Departments as of March 2020:

**ATTACHMENT A**

**As of March 27, 2020**

The current list of HHS departments is as follows:

Emergency Care	Emergency Dept, Urgent Care, Emergency Preparedness, HBO, Admin-Trauma Services
Med/Surg	Cardiac Renal Inpt, Medicine Inpt, Med/Surg/Ortho, STN, Knapp Rehab, RTU, Echo Cardiography, EKG Diag Lab, Admin-Med/Surg
EMS	Emergency Medical Service
Surgical	OR, Anesthesia, Surg Admissions, PACU, GI Diag Lab, Admin-Surg Svcs
Women’s and Children’s	OB/Gyn Inpatient, Labor and Delivery, Peds Inpatient, NICU, PICU
Critical Care	Burn Inpt, Burn CI, MICU, SICU, Heart Cath Lab, Respiratory Care, Pulmonary Diagnostic Lab
Psychiatry	Psych Inpt, Inpt Psych Program Staff, Psych ECT, Psychology and CAPS, Partial Hospitalization, Mother-Baby Part Hospital Prog, Day Treatment,

	First Episode Psych, APS, IRTS/Crisis Residential, Jail, Admin-Psych/Rehab, Psych CI
Resource Management	Transportation, Pt. Care Operational Support, Resource Management
Rehab	OT, PT, Speech-Lang-Pathology
Finance	Central Processing, Hospital Operators, HIM and Coding, Hospital Billing IP Coding, Hospital Billing OP Coding, Professional Billing Coding, Finance and Accounting, Finance Operational Support, Payroll HR System, Admitting and Registration, Financial Counseling/Eligibility, RCM Revenue Enhancement, Self-Pay Collections, Third Party Claims-HB&PB, Cash Posting and Refunds, Distribution, HHF Gift Shops
Ambulatory	Ambulatory Registration, Connection Center, OB/Gyn CI, Med CI, Coord Care Center, Peds CI, Diabetes and Endocrinology, Extended Care Program, Healthcare Home (non-CHW staff), Behavioral Health Home, Ambul Float Pool, Dentistry CI, Surg CI, Eye CI, ENT CI, Chronic Wound Care, Ortho CI, Neuro CI, PMR and TBI CI, Pulmonary CI, Cancer Center, Cardiology CI, Sleep Center CI, Positive Care CI, St. Anthony CI, Whittier CI, Richfield CI, East Lake CI, Brooklyn Park CI, Golden Valley CI, North Loop CI, Be Well CI, Addiction Med CI, Allergy CI, Integrative Health CI, Derm CI, Ambul Spec CI, Pain CI, GI and Liver CI, Urology CI, Optical Shop, Rheumatology CI, Radiation Therapy, Infusion Center, EEG Diag Lab, Sleep Center Diag Lab, EMG Diag Lab, OB Testing Diag Lab, Kidney Center, Kidney Acquisition, Aqui Para Ti, Admin-Ambul, Admin-Oncology, Employee Health Svcs, Diabetes Education, Bariatric Center, Weight Mgmt Center. Admin-Neurosciences, Admin-Cardiology
Patient Experience	Interpreter Service, Patient Experience
Medical Administration	Performance Measurement and Improvement, Library Services, Medical Admin, Residents GME, Anesthesia-Pro Svcs, Dentistry-Pro Svcs, Emergency Med-Pro Svcs, Fam & Comm Med-Pro Svcs, Medicine Chief Pro-Srvcs, Neurology-Pro Svcs, OB/GYN-Pro Svcs, Ortho-Pro Svcs, Pathology-Pro-Srvcs, Peds-Gen-Pro Svcs, Psychiatry-Pro Svcs, Psychology-Pro Svcs, Radiology-Pro Svcs, Surg Office Operations-Pro Svcs
Transitional Care	Social Services, Case Management, Community Health Workers (across all cost centers), Next Step Program, Care Coordination, Transition Care Admin
Ancillary	Lab Admin, Core Lab, Lab-Free Standing Clinics, Micro Lab, Comm Clinics Labs, Lab Specimen Collection, Lab Processing Support, Radiology, Computed Tomography, Radiology Admin, All Pharmacy cost centers, Main Kitchen/Cafeteria, Med Nutrition Therapy, Environ Services, Facilities Management, Security, IT Customer Care, Public Relations
Community Health	Home Health, Hospice, Family Health, Flu & Worksite Wellness, PCA Assessments, GTCUW – Healthy Comm

**Departments are subject to change by the EMPLOYER as changes in its organization structure occur**

**APPENDIX 2:**

**2008 Payout options for conversion to PTO**

(Note – current employees will have the option of remaining in the current vacation/sick time system.)

Option	Description
1 – 100% Conversion	Convert all accrued Sick Leave to a new Extended Medical Leave (EML) bank as of December 21, 2008.
2 – 25% Payout	Receive 25% of the Employees accumulated Sick Leave hours in cash at their current hourly pay rate on December 20, 2008. Remaining Sick Leave hours will be converted to the Extended Medical Leave bank.
3 - 120 Hours Conversion	Convert 120 hours of Sick Leave to Flex PTO hours. Remaining Sick Leave hours will be converted to the Extended Medical Leave bank.
4 – Multi-Choice Conversion	The employee can choose to: <input type="checkbox"/> Receive 25% of their Sick Leave hours in cash at their currently hourly pay rate and <input type="checkbox"/> Convert 120 Sick Leave hours to Flex PTO hours. <input type="checkbox"/> Remaining Sick Leave hours will be converted to the new Extended Medical Leave bank.

**APPENDIX 3: Employees Time Off To Vote**

<http://www.revisor.leg.state.mn.us/stats/204C/04.html>

**APPENDIX 4: MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into between Hennepin County Medical Center (hereafter “Medical Center”) and the American Federation of State, County and Municipal Employees, Council 5, representing the Health General Services Unit, Clerical Unit, Technical Para-Professional Unit and Professional Unit (hereafter “Unions”).

**WHEREAS**, the Medical Center and the Unions are parties to collective bargaining agreements in effect from January 1, 2008 through December 31, 2009; and

**WHEREAS**, certain employees were accreted into the bargaining units in 2007 who had elected to have Personal Choice Accounts (hereafter “PCA”) in lieu of retiree health insurance benefits as non-contract employees; and

**WHEREAS**, the PCA balances were frozen for said positions in 2007.

**NOW, THEREFORE**, the Medical Center and the Unions agree as follows:

1. The bargaining unit employees whose PCA balances were frozen in 2007 upon accretion shall be unfrozen such that the employees may access their PCA balances effective the first day of the first full pay period following the ratification of the January 1, 2008 through December 31, 2009 collective bargaining agreements.
2. Said employees waive any present or future claim to retiree health insurance benefits.

- 3. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

**N WITNESS WHEREOF**, the parties have caused this Memorandum of Agreement to be executed this \_\_\_\_\_ day of April, 2008.

AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES,  
COUNCIL 5

HENNEPIN COUNTY MEDICAL CENTER

Mary E Hixson



**APPENDIX 5: Memorandum Of Understanding - Military Reservists Benefits**

***Benefits for Military Reservists  
Called to Active Duty***

***The undersigned have agreed to modify the terms of our labor agreement so as to apply the attached Improved Benefits for Military Reservists Program to all members of the bargaining unit who qualify under the specific terms of such program.***

***Signed on October 8, 2003***

***Signed on October 20, 2003***

***William P. Peters  
Labor Relations Director  
For Hennepin County***

***Jeff Dains  
Union Business Representative  
For AFSCME Council 5, Local 2474***

***As allowed by Minnesota State law (M.S. 471.975), the County Board, through Resolution No. 03-232R1, has authorized two improved benefits for employees who have been called to active duty on or after May 29, 2003.***

**SALARY DIFFERENTIAL**

Employees called to active military duty on or after May 29, 2003 are eligible to receive the difference between their County salary and basic military pay. The differential is payable if the employee's basic military pay is less than what he/she would have received in regular County salary. The following conditions apply.

1. Salary differential is available for military service on or after May 29, 2003.
2. County salary is based on daily scheduled work hours for the day(s) of military leave taken. It does not include any miscellaneous salary differentials, such as shift differential.
3. Any salary differential payment will be paid in a lump sum, subject to the County's standard lump-sum tax withholding rate, and it will include PERA contributions. The payment will be separate from any regular paycheck the employee receives during his/her absence.
4. Basic military pay does not include the following: basic combat training, advanced individual training, annual training, periodic inactive duty training, voluntary active service not legally required, or service performed under M.S.190.08 (Subd. 3).
5. Basic military pay does not include the following: basic combat training, advanced individual training, annual training, periodic inactive duty training, voluntary active service not legally required, or service performed under M.S.190.08 (Subd. 3).
6. The employee, or his/her representative, must request to be paid this salary differential, and supply the necessary military pay records.

**EXTENDED EMPLOYER-PAID HEALTH COVERAGE**

Employees called to active duty on or after May 29, 2003 are eligible to continue their County-sponsored health coverage—with a County contribution toward either single or family coverage as though they are actively working—for up to four years.

**NOTE: For purposes of administration of this language, after January 1, 2007, any reference above to “County” shall be understood to reference the Employer, Hennepin Health Systems, Inc. dba Hennepin County Medical Center.**

**APPENDIX 6: Memorandum Of Understanding –**

**Affiliation of Hennepin County Medical Center (HCMC) with Hennepin Faculty Associates (HFA)**

During the negotiation of the 2012 – 2013 collective bargaining agreement the parties reached the following agreement related to the January 1, 2012 affiliation of HCMC and HFA.

- HFA employees will convert all of their accrued vacation to HCMC PTO upon becoming an HCMC employee
- HFA employees will be permitted to convert up to a maximum of 80 accrued sick leave hours to HCMC extended medical leave hours upon becoming an HCMC employee
- HFA employees shall be placed on the HCMC PTO accrual schedule at the rate they would have been at if their HFA hours were HCMC hours.
- HFA employees hired after 9/30/2011 shall have their PTO accrual rate adjusted to reflect their HFA hire date.
- HFA seniority will be from January 1, 2012 with the tie breaker for their seniority being their HFA hire date.

\_\_\_\_\_  
Robert Altman  
Director of Labor Relations  
For Hennepin County Medical Center

\_\_\_\_\_  
Chris Cowen  
Field Representative  
For AFSCME Council No. 5

Dated: \_\_\_\_\_ 2012

Dated: \_\_\_\_\_ 2012

**APPENDIX 7: MEMORANDUM OF UNDERSTANDING – NEO, Grievance Meetings, Casual Hrs Report, Postings**

During the negotiation of the 2012 – 2013 collective bargaining agreement the parties agreed to the following:

1. New Employee Orientation – AFSCME will be provided 15 minutes during New Employee Orientation to address new members.
2. Grievance Meetings – the parties will hold monthly grievance meetings.
3. Casual Hours Reports – HCMC will provide AFSCME with periodic reports on casual hours.
4. Postings – HCMC will develop a process to electronically post AFSCME vacancies organization wide. Some employees may not be eligible to apply for these positions until internal posting requirements have been completed.

\_\_\_\_\_  
Robert Altman  
Director of Labor Relations  
For Hennepin County Medical Center

\_\_\_\_\_  
Chris Cowen  
Field Representative  
For AFSCME Council No. 5

Dated: \_\_\_\_\_ 2012

Dated: \_\_\_\_\_ 2012



**APPENDIX 8: MEMORANDUM OF UNDERSTANDING – Job Reviews**

During the negotiations of the 2014-2015 collective bargaining agreement HCMC and AFSCME Local 2474 agreed to the following regarding wage adjustment resulting from certain job reviews.

- 1) Wage adjustments resulting from job review studies shall be retroactive to 90 days after the HCMC Compensation Consultant receives a complete Request for Compensation Evaluation (RFCE) packet. The retroactivity defined in #1 above shall apply only to job reviews in which:
  - a. Employees are determined to be working at a higher level than they are classified or,
  - b. An employee or a group of employees are reallocated to a different job title.

\_\_\_\_\_  
Liz Bonin  
Director of Labor Relations  
For Hennepin County Medical Center

Dated: \_\_\_\_\_ 2014

\_\_\_\_\_  
Chris Cowen  
Field Representative  
For AFSCME Council No. 5

Dated: \_\_\_\_\_ 2014

**APPENDIX 9: Memorandum Of Understanding - Laid Off Employees**

During the negotiation of the 2014 – 2015 collective bargaining agreement the parties agreed to the following:

The EMPLOYER will develop a process for laid off employees to view job openings during the first 7 days of posting. If laid off employees apply and are qualified for open positions they will be awarded an interview. The employee will need to have a current resume on file and would need to provide an e-mail address to receive the postings.

\_\_\_\_\_  
Liz Bonin  
Director of Labor Relations  
For Hennepin County Medical Center

Dated: \_\_\_\_\_ 2014

\_\_\_\_\_  
Chris Cowen  
Field Representative  
For AFSCME Council No. 5

Dated: \_\_\_\_\_ 2014

APPENDIX 10: **Memorandum Of Understanding – AFSCME PERFORMANCE REVIEW SCENARIOS**

**AFSCME PERFORMANCE REVIEW SCENARIOS**

Employee Status	Probation – New Hire	Probation – Job Change	Annual	Increase
Casual	1040 hours	N/A	Anniversary month of last review due date	Tied to performance review due date (increase effective 2 <sup>nd</sup> pay period)
Regular FTE	1040 hours	N/A	Anniversary month of last review due date	Tied to performance review due date (increase effective 2 <sup>nd</sup> pay period)
Casual status change to regular FTE (same job class)	N/A	N/A	Anniversary month of last review due date	Tied to performance review due date (increase effective 2 <sup>nd</sup> pay period)
Regular FTE status change to casual (same job class)	N/A	N/A	Anniversary month of last review due date	Tied to performance review due date (increase effective 2 <sup>nd</sup> pay period)
Regular FTE status change to another AFSCME job class casual status	N/A	N/A	Anniversary month of job change	Tied to performance review due date (increase effective 2 <sup>nd</sup> pay period)
Regular FTE status change to another AFSCME job class regular status	N/A	N/A	Anniversary month of job change	Tied to performance review due date (increase effective 2 <sup>nd</sup> pay period)
Casual to another casual AFSCME job class	N/A	N/A	Anniversary month of job change	Tied to performance review due date (increase effective 2 <sup>nd</sup> pay period)

**APPENDIX 11: MEMORANDUM OF AGREEMENT (LOCAL 2474)**

**RE: CREATION OF NEW JOB CLASS**

Hennepin County Medical Center (HCMC) and AFSCME Council No. 5 Local 2474 (AFSCME) on behalf of the two bargaining units at HCMC which they represent, for mutual consideration and benefit, hereby agree as follows:

- For purposes of this Memorandum of Agreement (MOA), the phrase “new job classification” includes the restructuring of current positions which may affect the union or non-union status of the position or change its placement to a different bargaining unit. Managerial and supervisory positions as defined by law, are excluded from this process and are not governed by this MOA
- When HCMC creates a new job classification whether union or non-union, HCMC will notify AFSCME at least twenty-one (21) days prior to the effective date of employees working in the new job classification. This Notice will consist of an e-mail to AFSCME’s designated Field Representative, Field Director and Local Presidents (hereafter “Notice”) and will include the attached form and the job description for the new classification.
- In the Notice, HCMC will state in which bargaining unit it intends to place the new job classification and whether or not it intends that the new job classification is to be represented by AFSCME. If HCMC concludes that the new job classification will not be represented by AFSCME, it will state its rationale for this conclusion.
- AFSCME will have thirty (30) days from its receipt of the Notice in which to object to HCMC’s intended action.
- If AFSCME makes an objection, the parties will meet and attempt to resolve their dispute.

- If AFSCME does not make a timely objection to a proper notice from HCMC, it waives its right to contest for one (1) year from the effective date of the new job class or until the Statutory open window period, whichever occurs first, HCMC's Determination fo bargaining unit placemen, and whether or not the new job classification is represented by AFSCME.
- If the parties agree that the position is not part of any bargaining unit, then no further action is required. Such an agreement shall be confirmed by an exchange of e-mails.
- If the parties reach agreement that the new job classification belongs in a bargaining unit and agree on which unit, then the parties shall prepare a Joint-Party Petition for a Unit Clarification which both parties will sign, and AFSCME will submit to the Bureau of Mediation Services (BMS).
- If the parties do not reach an agreement, then AFSCME may file with BMS a Petition for Unit Clarification, and provide a copy via e-mail to HCMC's Director of Labor Relations at the same time as its filing with BMS.
- In the Petition for Unit Clarification, AFSCME must state its basis for seeking to add the new job classification to a particular bargaining unit, such as that it has obtained union authorization cards from a majority of the employees in the new job classification or any other basis for the proposed accretion.
- BMS will resolve the dispute over union/non-union status and/or the bargaining unit placement of a new job classification according to its normal procedures. See, e.g., Minn. Rule 5510.1910

Dated: January 6, 2016 Amended January 1, 2018

Date: \_\_\_\_\_

**NOTICE OF NEW JOB CLASSIFICATION  
HENNEPIN COUNTY MEDICAL CENTER**

1. Type of Assignment:             Newly Created             Change in Previous Assignment  
                                                  Bargaining Unit Change
2. This Assignment Will Be:     Union                         Non-Union
3. If Non-Union, rationale:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Job Classification Title: \_\_\_\_\_
- Incumbent Job Classification(s): \_\_\_\_\_
- If Incumbent, Department(s): \_\_\_\_\_
- If Incumbent, Location(s): \_\_\_\_\_
- Number of Permanent Positions Created: \_\_\_\_\_
- Number of Permanent Positions Eliminated from Incumbent Classifications: \_\_\_\_\_

5. Assignment made to Bargaining Unit: \_\_\_\_\_
6. Bargaining Unit previously assigned to: \_\_\_\_\_
7. Job Classification previously assigned to: \_\_\_\_\_
8. Is the Job Description Enclosed (Required)?  Yes  No
9. Is the Organizational Chart Enclosed (Optional)?  Yes  No
10. Is any Additional Documentation Enclosed?  Yes  No
11. Date that notice of assignment was emailed to exclusive representatives of HCMC bargaining units: \_\_\_\_\_

**NOTICE OF EXCLUSIVE REPRESENTATIVES**

AFSCME may object to this unit assignment within thirty (30) calendar days from the date indicated in Section No. 11 above.

HCMC LABOR RELATIONS

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**APPENDIX 12: HCMC and AFSCME Memorandum of Understanding  
MVNA/Hospice Integration with HHS**

**August 28, 2015**

**(includes non-union employees who will move into AFSCME job classes at HCMC as of 1/1/2016)**

- **PTO Plan:** Employees will move to the HCMC PTO plan. Employees will convert all of their accrued PPL or Vacation hours to HCMC PTO upon becoming an HCMC employee on 1/1/2016. These employees will get hour for hour credit for their current PPL/vacation balances towards their PTO balances up to a max of 360 hours.  
**PTO Accrual Schedule:** Employees will be placed on the HCMC PTO accrual schedule and treated like a new employee for accruing hours.
- **Sick Leave Conversion (for employees who have sick leave)** Up to a max of 80 hours of the current employee's sick hours will convert to the HCMC Extended Medical Leave (EML) plan.
- **Holidays and Pay:** Employees will be covered under the current AFSCME language for holidays and pay.
- **Performance Review Schedule/Step Increase:** Employees job class hours will start at "0" on 1/1/2016 towards their 2,080 hour step increase. To be eligible for this step increase the employee needs to have a "meeting expectations" or better on their performance review and be within the current wage scale.
- **Seniority** - Seniority hours will begin on 1/1/2016 as the "date of hire" into the bargaining unit with a tie breaker for their seniority being their hire date at MVNA or Hospice.
- **Benefits/Insurance** - Employees will move to the current benefits as offered at HCMC under the current language in AFSCME CBA. These employees will go through the normal open benefits enrollment in November 2015 similar to all benefit eligible HCMC employees. Benefit eligible FTE will be 0.5 FTE or greater.
- **Sharing Success Program** - Employees will move into the Sharing Success program per the AFSCME contract language.
- **Wages** – Employees will move into the current AFSCME wage scales. Should an employee's current wage rate fall between steps in the HCMC wage scales, they shall round up to the nearest step or half-step.

Executed this \_\_\_7th\_\_\_ day of August, 2015

On behalf of HCMC:

Liz Bonin, Director of Labor Relations  
Walter Chesley, V.P., Human Resources  
Jen Van Liew, CEO MVNA/HOTC  
Caren Gaytko, V.P MVNA/HOTC

On behalf of AFSCME:

Michael LaCoste, AFSCME Field Representative  
Sara Franck, AFSCME Local 2474 President

**APPENDIX 13: MODIFICATION - 2016  
HCMC and AFSCME Memorandum of Understanding  
MVNA/Hospice Integration with HHS  
August 28, 2015**

**AFSCME and HCMC agreed to the modification of the August 28, 2015 MOU related to PTO accrual as follows:**

**PTO Accrual Schedule: Employees will receive credit for their years of service at MVNA/HOTC for placement on the HCMC PTO accrual schedule** During the negotiations of the 2016-2017 collective bargaining agreement, the parties agreed to a “side letter” as follows:

The building of the new ambulatory clinic and specialty center will result in a new location where a number of HCMC bargaining unit employees work. Changing the worksite for such employees, however, does not alter the legal relationships between HCMC, AFSCME, and its employees.

For HCMC

For AFSCME

\_\_\_\_\_  
Liz Bonin, Director of Labor Relations

\_\_\_\_\_  
Michael Lacoste, Field Representative

**APPENDIX 14 PROFESSIONAL JOB CLASSIFICATIONS**

<b>ACTIVE JOB CLASSIFICATIONS</b>
Dental Hygienist
Diabetes Educator
Dietitian
GME Administrative Coordinator
Health Care Home Program Coordinator
Librarian
Medical Office Coordinator
Mental Health Prof - Licensed
Mental Health Prof II - Licensed
Multimedia Specialist
Optical Shop Coordinator
Residency Mgmt Suite Coordinator
Residency Program Coordinator Sr
Residency Program Coordinator
Social Worker I
Social Worker II
Social Worker III
Speech Lang Path Clin Fellow
Speech-Lang Path Prog Spec
Speech-Lang Pathologist

<b>INACTIVE JOB CLASSIFICATIONS</b>
IT Specialist Associate (discontinued)
Social Worker, Psychiatric (restructured)
Social Worker, Senior Psychiatric (restructured)
Social Worker, Senior (restructured)

**APPENDIX 15: MEMORANDUM OF UNDERSTANDING – WISH LIST**

Hennepin Healthcare System (HHS) (formerly: Hennepin County Medical Center/HCMC) and American Federation of State and County Municipal Employees, Council 5, Local 2474 (AFSCME) on behalf of the two bargaining units they represent, for mutual consideration and their benefit, agree to the following:

The proposed “Wish List” program will be implemented for employees to express interest in schedule changes, increase or reduction of FTE statuses and weekend schedule rotations within their respective departments. The participating departments will be agreed to by the Labor Management Committee. These requests must be completed by the requesting employee and will be maintained by the Department leader. If an employee wishes a change during the calendar year, or since the previous wish list submission, a new request must be submitted. The Department leader will keep the requests in a location that is accessible and the requests will be transparent and accessible.

The wish list request will be fulfilled at the discretion of the area leader, by seniority based on business need. If the business need allows for adjustment the applicable employee(s) will be contacted based on seniority. The Department leader will notify the employee of the change opportunity in person or by phone. The employee will have 48 hours to respond to the request. If the employee accepts the change, the change request will be marked with the time, date and method of contact and yellowed out. The leader will confirm the change via HCMC email. The leader and Employee will sign a new status change form if applicable and route that to HR. If the employee does not respond or accept the offer within 48 hours, they forfeit the change opportunity and must submit a new request. The Department leader will mark the request with the time, date and method of contact, yellow out the request and move to the next person on the seniority list with a similar request.

The goal of this process is to improve the efficiency of unit position changes and the hiring of new staff. It is for regularly scheduled employees. Casuals apply only for posted positions.

The leader will use the departmental seniority list and will consider the most senior employee first when changes are available. If no employee takes the available changes, the position will be simultaneously posted per the AFSCME contract. Leaders have the ability to make schedule changes, per the AFSCME contract.

Union and Management will review these processes quarterly at the Labor Management meeting to determine whether to continue, in whole or in part, or make any necessary adjustments and improvements agreed to there. If agreement is not reached, the Wish list program may be discontinued.

**APPENDIX 16: Memorandum of Agreement- Fair Share Fee**

**WHEREAS**, Hen nepin Healthcare System (HHS) and American Federation of State, County, and Municipal Employees Council 5, Local #2474 (AFSCME 2474) are parties to collective bargaining agreements for the Technical Para-Professional Unit and the Professional Unit, and

**WHEREAS**, the parties are currently negotiating the collective bargaining agreements and wish to ensure contract language comports with current law; and

**WHEREAS**, on June 27, 2018 the United States Supreme Court decided *Janus v. AFSCME Council 31* broadly ruling that public-sector employers and unions may not require that an agency fee, or any other

payment to a union, be withheld from a non-union member's paycheck, unless the nonmember clearly and affirmatively consents to the payment.

**NOW THEREFORE**, the parties tentatively to:

Remove current references to Fair Share Fees from the body of the two collective bargaining agreements; and

In the event a change in applicable State or Federal Statutes regarding the assessment of "Fair Share Fees" in the public sector occurs, the parties agree the following language or other legally compliant language will become effective and be added back to the body of the contract in Article 4, Section 1:

*"Each employee working fourteen (14) hours per week or more or working more than sixty-seven (67) work days per year shall maintain his/her membership in the UNION or pay to the UNION each month a fair share fee as a contribution toward the administration of this AGREEMENT. This "fair share fee" shall be subject to the regulations and procedures set forth in Minnesota Statute 179A.06, subd. 3, relating to fair share fees which, by reference, shall be a part of this AGREEMENT and govern the application of this section. The EMPLOYER will furnish to the UNION the names of new employees hired and the EMPLOYER shall notify prospective employees of these provisions."*

**AFSCME:**

(Lead Negotiator)

DATE SIGNED:

**HHS:**



(Lead Negotiator)

DATE SIGNED: June 22, 2020