

**Agreement Between**

**HENNEPIN HEALTHCARE SYSTEM  
MINNEAPOLIS, MN**

**and**

**Minnesota Newspaper and Communications Guild,**

**TNG - CWA Local 37002 AFL-CIO**

**INTERPRETER UNIT**

**January 1, 2022 - December 31, 2023**

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## ARTICLE 1 – PREAMBLE

This AGREEMENT, hereinafter referred to as the AGREEMENT, is entered into between Hennepin Systems (HHS), hereinafter called the EMPLOYER, and the Minnesota Newspaper and Communications Guild, TNG - CWA Local 37002 AFL-CIO, 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 Systems employees under the Minnesota Public Employees Labor Relations Act (MN State Statute, Section 179A.01 et.seq.)

**Interpreter  
Interpreter, Sign Language  
Coordinator, Deaf and Hearing Impaired Services**

who are full time (forty (40) hours per week) and part-time (fourteen (14) or more hours per week) or 67 days per year exclusive of supervisory, confidential, and all other individuals and classifications in the employ of the EMPLOYER.

Section 2. The UNION recognizes the Human Resource Department's 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 Bureau of Mediation Services (herein after 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.

## ARTICLE 3 – DEFINITIONS

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

- A. **BASE PAY RATE:** The employee's basic hourly rate exclusive of overtime premium, shift premium, weekend premium, 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 for 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.
- 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 Systems 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. PART TIME: An individual so designated by the EMPLOYER whose normal work schedule consists of fewer hours than the full-time schedule.
- P. 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.
- Q. PROBATIONARY PERIOD:
  - (1) Newly Employed: 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.)
  - (2) Promotional and Transfer: The first one thousand forty (1,040) compensated regular hours of service following a promotional appointment or a transfer.
- R. 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.
- S. REGULAR HOURS: Time on compensated payroll status exclusive of overtime hours and exclusive of on-call hours.
- T. REINSTATEMENT: Re-employment of a former permanent or probationary employee in a work classification to which he/she was assigned prior to termination.
- U. STEWARD: An employee designated by the UNION for the purposes of communicating with the EMPLOYER on matters of interest to either party.
- V. 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.
- W. 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.

#### **ARTICLE 4 - UNION SECURITY**

- Section 1. In recognition of the UNION as the exclusive representative:
  - A. The EMPLOYER shall once each payroll period deduct an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all eligible employees who have authorized in writing such deductions on a form designated and furnished for such purposes by the UNION, or as allowed by law. Only the duly certified representative will be granted payroll deduction of dues for eligible employees covered by this AGREEMENT.
  - B. The EMPLOYER shall remit such deductions each payroll period to the appropriate designated officer of the UNION with a list of the names of the employees from whose wages deductions were made.
  - C. The UNION shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld and any other assessments authorized by law.
  - D. Such dues deductions shall be cancelled by the EMPLOYER if the deduction is deemed illegal or upon written request by the Exclusive Representative.
  - 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, email and mailing address of record.

- 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 up to six (6) 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.
- 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 Labor Relations 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) designated bulletin boards for the purpose of posting by way of example, notices of UNION meetings, UNION elections, UNION election returns, UNION appointments to office, 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 County shall not be posted. All posted materials must be UNION publications or legibly signed by an authorized UNION representative. Such bulletin boards (24" x 36") shall be located in the off-site clinic break room and HHS-Interpretive Services work area.
- 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. The EMPLOYER shall give to all new bargaining unit employees, at the time of new employee orientation, a copy of this AGREEMENT, which is to be provided by the UNION. 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, when a new employee is hired into the bargaining unit, the EMPLOYER will provide the union with a list of any new employees at least three (3) days prior to NEO.

## **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 AND LAYOFFS**

- Section 1. Seniority is an employee's length of service for the EMPLOYER from the most recent date of employment, re-employment 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 ten (10) 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. Employees and the UNION shall be obligated to notify the EMPLOYER by certified mail 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, language, 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. Employees shall accrue and maintain seniority in each language in which they provide interpreting services.
  - B. Recall from layoff, which shall be in order of seniority within each work classification, language 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.
  - C. 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.
- Section 5. The EMPLOYER shall issue written notice of layoff or recall from layoff to affected employees at least thirty (30) 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.
- Section 6. Assignment of employees to designated departments shall be at the discretion of the EMPLOYER.
- 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 twenty (20%) 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.
- Section 8. Prior to initiating the layoff process, the EMPLOYER will make reasonable efforts to offer employees an opportunity to voluntarily resign (within language groups) in order to minimize the number of employees who may be directly impacted by layoff. It is understood that the voluntary resignation option will not impede the layoff process. An employee choosing to voluntarily resign waives recall rights as defined in this Article.

## 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, Hennepin Healthcare Systems Human Resource Policies, or departmental personnel rules, 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.** 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 Labor Relations Director or his/her designee within fourteen (14) calendar days after the designated supervisors 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/or 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 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 Director of Labor Relations or his/her designee, by mutual agreement, jointly petition the Minnesota Bureau of Mediation Services 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. Permanent employees serving a promotional probationary period shall have right of appeal under this grievance procedure provided that such employee(s) shall not have right to appeal beyond Step 2 of this grievance procedure a demotion to his/her previous classification upon failure to satisfactorily complete the required promotional probationary period. When feasible, a demoted employee shall be returned to the geographical area from which originally promoted.
- Section 9. 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.
- Section 10. 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.

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

Employees of Hennepin Healthcare Systems and covered by this agreement are considered to be Essential Employees under the Minnesota Public Employee Relations Act. Therefore the UNION and the EMPLOYER agree to be bound by Minnesota 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. 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. Employees shall normally be granted an unpaid lunch break and two (2) fifteen (15) minute relief periods during each full work shift of eight hours or more at times designated by the EMPLOYER. In

some situations work demands may on occasion preclude the granting of an uninterrupted lunch break or relief period.

- Section 4. As determined appropriate by the EMPLOYER, worked hours in excess of either forty (40) hours per work week or in excess of eight (8) per day and eighty (80) hours per payroll period shall be overtime and compensated at one and one half (1-1/2) times the employee's base pay rate subject to the provision that no employee shall be eligible for overtime premium unless prior approval of the overtime work was granted by the employee's immediate supervisor or his/her designee.
- Section 5. Employees shall be available for overtime work, holidays and night shifts when assigned to such unless excused by the EMPLOYER.
- Section 6. An evening 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 11 p.m. Night shift differential of \$1.75/hour shall be paid to all employees who work on an assigned shift where at least (4) hours of the shift occur between 11 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.
- Section 7. 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 8. 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 or 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 9. Work shifts shall be considered part of the day and date on which they begin.
- Section 10. 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 11. Employees 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 12. Interpreters expressly assigned by the EMPLOYER to remain in On Call-Off Premises status shall receive \$2.50 for each hour so assigned.
- Section 13. On-call employees who perform interpreting via telephone shall be compensated for hours actually worked at their base pay rate but not less than one (1) hour. Multiple calls within one (1) hour will be treated as one (1) call for purposes of compensation under this section.
- Section 14. Effective the first full pay period upon contract ratification, all benefit eligible employees who interpret in English and two (2) other languages shall receive a multi-language differential of \$2.00/hour for all hours worked. All benefit eligible employees who interpret in English and three (3) or more languages shall receive a multi-language differential of \$2.75/hour for all hours worked.
- Section 15. Employees assigned to train other interpreters, and/or precept the work of newly hired interpreters, shall be paid an hourly premium of \$1.25 for every hour assigned to these duties.
- Section 16. Certification Bonus:  
Upon successful completion of national certification through either the Certification Commission for Healthcare Interpreters (CCHI) or the National Board of Certification for Medical Interpreters (National Board),

an interpreter will be reimbursed a maximum of \$200 by the Medical Center for testing or application fee costs of initial certification or full re-certification. The Medical Center will pay a bonus of two hundred dollars (\$200) annually to regularly scheduled interpreters holding an active certification in one of the below designations:

- (1) Certified Healthcare Interpreter (CHI)
- (2) Certified Medical Interpreter (CMI)

For languages where no oral testing exists with either nationally recognized certification program, the Medical Center will pay a bonus of one hundred dollars (\$100) annually to regularly scheduled interpreters holding an active associate level certification in one of the below designations:

- (1) Associate Healthcare Interpreter (AHI)
- (2) Qualified Medical Interpreter (QMI)
- (3) Screened Medical Interpreter (SMI)

To receive this annual bonus, the interpreter will provide to the Medical Center a copy of certification and have demonstrated competent performance throughout the preceding twelve (12) month period. The annual certification bonus will be paid to the interpreter for the respective length of the certification. Interpreters who achieve more than one certification will be paid the bonus for the higher reimbursed certification only.

**ARTICLE 10 - FLEXIBLE PAID TIME OFF (FLEX PTO)**

Section 1. Current benefit earning employees as of December 31, 2008 were provided the option to elect to participate in the Flexible Paid Time Off (Flex PTO) program.

Section 2. Full-time benefit earning employees will accrue Flexible Paid Time Off (Flex PTO) according to the following schedule. The accrual will be pro-rated 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 - 1	8.61	28	224
2 - 6	9.23	30	240
6 - 11	10.15	33	264
11 - 16	11.07	36	288
16 - 21	11.69	38	304
21 -	12.30	40	320

Section 3. Flex PTO shall be accumulated up to 400 hours and carried from year to year. Beginning January 1, 2011, Flex PTO shall not accumulate in excess of three hundred twenty (360) hours. 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 400 or 360 hour limit. Correspondingly, the EMPLOYER will not force employees to take PTO for such purpose.

Section 4. Upon termination of employment, employees will be paid for all accumulated Flexible Paid Time Off (Flex PTO) hours in addition to up to 800 hours of deferred sick leave. All Flex PTO hours accumulated up to 800 hours of Extended Medical Leave for those employees with eight (8) or more years of service at time of converting into Flex PTO program upon termination of employment in the same manner as payment of sick leave in the Severance Pay benefit contained in ARTICLE 11 – HOLIDAYS, VACATION, SICK LEAVE AND SEVERANCE PAY of the agreement. The amount of that potential payout would be reduced by any hours transferred into the Flex PTO bank or paid out in cash upon conversion to Flex PTO.

Section 5. Benefit earning employees, who are asked or are required to work on the following holidays, will be paid premium pay.

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 6. This section applies only to employees hired on or before December 31, 2008 who elected to participate in the PTO program 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 your own illness or injury or to care for your parent, spouse or child in coordination with the leave of absence policies.

Section 7. Employees 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 Flexible Paid Time Off (Flex PTO) accruals.

Section 8. Language contained in this agreement governing the use of Sick Leave and Vacation shall be applicable to the use of Flexible Paid Time Off (Flex PTO).

Section 9. Employees may utilize PTO to pay for approved health and fitness activities, to a maximum of \$3,000.00 per year.

## **ARTICLE 11 – HOLIDAYS, VACATION, SICK LEAVE AND SEVERANCE PAY**

This article applies to employees hired on or before December 31, 2008 and who did not choose to participate in the Flexible Paid Time Off Program (PTO) as described in Article 11 of this agreement. Such employees shall never be compelled to elect the new PTO system. However, once elected the new system shall remain in effect for any member.

### **Section 1. HOLIDAYS**

Employees not participating in the Flexible Paid Time Off Program (PTO) shall be entitled to compensated time off to a maximum of eight (8) hours for each designated holiday, provided the employee is on compensated payroll status the last work day preceding the holiday and the first work day following the holiday.

- A. 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 are requested or assigned to 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. Employees who are requested or assigned to work the Christmas Eve holiday shall receive compensation of two (2) times their base pay rate for hours worked on that holiday. Compensation for holiday hours worked shall be provided either in compensated time off or cash payment as approved by the EMPLOYER.
- B. Employees not participating in the Flexible Paid Time Off 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 the Medical Center and 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.
- C. For employees not participating in the PTO program, 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.
- D. 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.

Section 2. VACATIONS

- A. All full-time employees shall be eligible for vacation leave benefits at their current base pay rate
- B. Full-time employees shall accrue vacation benefits in accordance with the following schedule:

<b><u>Total Length of Compensated Full Time Regular Hours of Service Since Most Recent Date of Hire</u></b>	<b><u>Annual Vacation Accrual Rate</u></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

Vacation shall be charged off for all hours that would normally have been worked to a maximum of eighty (80) hours of vacation charged per payroll period.

- C. Beginning January 1, 2011, 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 280 hour or 240 hour limit. Correspondingly, the EMPLOYER will not force employees to take vacation for such purpose.
- D. 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 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.
- E. 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 rate at the time of termination and shall be subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."
- F. Employees may use accumulated vacation leave benefits as an extension of sick leave when 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 3. SICK LEAVE

- A. Sick leave shall be earned by full time non-probationary employees at the rate of eight (8) hours for each full month of service. Probationary employees shall earn sick leave benefits at the rate of 5.33 hours for each full month of service.
- B. Sick leave benefits shall only accrue when an employee is on compensated regular hours or approved military leave.
- C. 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 for all hours that would normally have been worked to a maximum of eighty (80) hours of sick leave charged per payroll period.
- D. Upon the complete termination of employment in good standing of any permanent employee, except an employee terminated due to discharge or other disciplinary reasons, such employee shall be paid for his/her accumulated unused sick leave at the employee's base rate subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."
- E. 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 acute 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 who 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 parent where the parent has no other person to provide the necessary nursing and care and who is living in the household of the employee. Sick leave usage shall be subject to approval and verification by the EMPLOYER, who may require the employee to furnish a report from a recognized physical or mental authority selected by the EMPLOYER attesting to the necessity of the leave, and other information the EMPLOYER deems necessary.

- F. Sick leave benefits when authorized shall be paid at the employee's current base pay rate.
- G. To be eligible for sick leave payment an employee must notify his/her supervisor or his/her designee as soon as possible but not less than two (2) hours prior to the starting time of his/her scheduled shift. This notice may be waived if the EMPLOYER determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.
- H. The EMPLOYER shall have the right to require an employee to undergo a physical and/or mental evaluation and furnish a report from an appropriate physical and/or mental expert, selected by the EMPLOYER, that will enable the EMPLOYER to determine the employee's fitness for performance of his/her duties. When the EMPLOYER determines that an employee's absence from duty is unnecessary, or if the employee fails to undergo the physical and/or mental evaluation and furnish the report(s) as requested, 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, it will be considered that the employee has resigned in accordance with Article herein titled "Absence Without Leave".
- I. Effective January 1, 2015 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.
- J. All sick leave that has been accumulated by an employee shall be expired upon the date of separation from Hennepin Healthcare Systems service, except as provided in this AGREEMENT.
- K. Employees may utilize sick leave to pay for approved health and fitness activities, to a maximum of \$3,000.00 per year.

#### Section 4. SEVERANCE PAY

- A. Severance pay shall be paid to permanent employees who have completely severed their employment with Hennepin Healthcare Systems in good standing and have completed eight (8) years (16,640 regular hours) of continuous service with Hennepin Healthcare Systems. 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 Hennepin Healthcare Systems 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 the unused accumulated sick leave and unused accumulated vacation leave accruing to such employee during their Hennepin Healthcare Systems 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. 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, to his/her estate or legal representative. Eighty (80) hours shall be excluded from the severance pay to which an employee is otherwise entitled under this AGREEMENT if the terminating employee does not give notice of voluntary termination as specified in the definition herein titled "Termination in Good Standing."
- B. The eligibility provisions of the Article regarding years of service shall not apply to permanent employees who die prior to achieving eight (8) years of service with Hennepin Healthcare Systems.

### **ARTICLE 12 - 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 PTO, 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 Section 12, Hours of Work and Leaves of Absence, of the Hennepin Healthcare Systems Human Resources 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. No leave of absence without pay shall be granted for the purpose of accepting or continuing other employment.
- Section 8. 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 months 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 Hennepin Healthcare Systems 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 9. In accordance with the provisions of this Article, employees may be granted a leave of absence for purposes of UNION business.
- Section 10. 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."
- Section 11. The EMPLOYER recognizes that employees sometimes will require emergency family leaves to care for members of their immediate family who are suffering from serious illness or injury. The EMPLOYER will make every reasonable effort to grant such leaves. Any employee who is denied a request for an

emergency family leave shall be given concurrent written notice by his or her supervisor of a right of appeal through the chain of authority, up to the patient care director. The EMPLOYER shall give fair consideration for additional leave, when requested, for any employee who must travel outside the United States, and approval for such requests shall not be unreasonably withheld. Employees who require such leaves may be eligible for the PTO/Vacation Donation Program, based on existing policy requirements.

For purposes of this section, immediate family shall be defined as spouse, parent, stepparent, parent-in-law, children, stepchildren, brothers, brothers-in-law, sisters, sisters-in-law, aunts, uncles, nieces, nephews, grandparents, grandparent-in-law, grandchildren or a person regarded as a member of the employee's immediate family.

Section 12. If an employee is receiving Short Term Disability benefits, they may supplement with accrued paid leave (Sick, Vacation, PTO), at the employee's sole discretion, to make their pay whole. Employees will be required to use all available time off benefits, except that employees on Family Medical Leave Act (FMLA) leave may at the employee's discretion, retain up to eighty (80) hours of vacation or PTO.

### **ARTICLE 13 - 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 14 - 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 Hennepin Healthcare Systems 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 15 - 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, grandparent-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) days (twenty-four (24) compensated hours) per occurrence not to exceed forty-eight (48) hours in any calendar year .

The provision cited above first appeared in the 1994-95 labor agreement. The intent of this new provision was 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 household). Friendship alone is not a defining characteristic of either traditional or nontraditional relationships.

## **ARTICLE 16 - 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 17 - 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 18 - 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 19 - 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 20 – INSURANCE**

- Section 1. The EMPLOYER will provide to employees individual and dependent group hospitalization and medical insurance coverage. Employees will be eligible for insurance coverage the first of the month following hire or benefit eligibility. Effective July 1, 2018 employees covered by the Options plan will pay thirteen percent (13%) of the cost of single coverage or the non-contract employee contribution rate whichever is lower and twenty-four percent (24%) of the employee-plus-one and family coverage or the non-contract employee contribution rate whichever is lower.

In 2018 Employees who choose the EMPLOYER's Horizon Plan will pay five percent (5%) of the cost of Single coverage or the non-contract employee contribution rate whichever is lower, ten percent (10%) for Employee +1 coverage or the non-contract employee contribution rate whichever is lower, and twelve and

one half percent (12.5%) for the Family coverage or the non-contract employee contribution rate whichever is lower.

**Horizon** – During a Benefits Open Enrollment period an employee would have the opportunity to enroll into the Horizon medical plan with above contribution rates.

All benefits are effective the first of the month following the date of hire or transfer to a benefit eligible FTE level.

Effective January 1, 2017, those employees that choose to opt out of the EMPLOYER provided individual and dependent group hospitalization and medical insurance coverages will no longer be compensated thirty dollars (\$30.00) per month.

In addition to the premiums stated above, an employee who attests to using tobacco products will pay an additional \$15.00/ month for their health insurance. An employee's tobacco use status will be based on the employee signing an affidavit attesting to his/her tobacco use practices.

- 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 Systems 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 opportunity to pay their qualifying expenses with earnings unreduced by certain 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 Systems 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. Such expense account arrangement shall afford employees the opportunity to pay their qualifying expenses with earnings unreduced by certain mandatory payroll deductions.
- Section 5. The EMPLOYER shall pay the full cost of one times the salary up to \$50,000 double indemnity individual term life insurance contract for each employee. Employees shall be able to purchase supplemental term life insurance for spouse and child which is available in multiples of \$5,000 up 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. NOTE: Effective the first full payroll period in July, 2002, the contract between Hennepin Healthcare Systems and LTD carrier shall provide for a ninety (90) day waiting period (now 120 days).
- 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.
- Section 9. The EMPLOYER shall, subject to availability, arrange for a group Short Term Disability Insurance Plan which shall be in accordance with criteria and benefit levels established between the EMPLOYER and the 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. Employees electing the Short Term Disability option will have their sick leave accrual rate charged for the equivalent number of hours necessary to provide for the premium cost, the value of each sick leave hour to be equivalent to the employee's hourly salary rate. Employees who do not have sufficient sick leave accrual to cover premium cost shall make sufficient cost payment to the EMPLOYER. If such plan cannot be provided on an individual option basis, the EMPLOYER has no obligation to provide this coverage.
- Section 10. Effective January 2021, employees who choose the Dental Plan will pay fifty percent (50%) for the employee only and seventy-five percent (75%) for the family tier premium, or the non-contract employee contribution rate whichever is lower.

**ARTICLE 21 - STABILITY ADJUSTMENTS**

- Section 1. Employees hired prior to December 31, 2008 are eligible for Stability Adjustments based upon length of continuous service. Employees that are hired or rehired following 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 in the County 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 workers compensation benefits, shall receive credit for time spent on such medical leave for purposes of stability pay eligibility.
- Section 3. Any employee upon retiring from service with Hennepin Healthcare Systems 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 Hennepin Healthcare Systems. 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 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 22 - 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.
- Section 4. Any employee as defined under this Article who is called to work on-site by the EMPLOYER shall be paid for hours actually worked at their base pay rate, but not less than four (4) hours.

### **ARTICLE 23 - WORK UNIT VACANCIES**

- Section 1. A vacant position which is to be filled by the EMPLOYER will normally be posted for not less than seven (7) calendar days within the department, including affiliated clinics, where located. Permanent employees within the same class, language and department may indicate to the EMPLOYER in writing, their interest in being considered for reassignment to fill the vacant position.

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

The parties agree that part-time intermittent employees/casual employees who have been regularly and consistently working above an average of twenty (20) hours per week may apply for regularly scheduled vacant positions, but they may not be considered for a position until after all regularly scheduled employees have had an opportunity to request reassignment to the vacant position.

- Section 2.
- 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 Appendix B 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.

#### **ARTICLE 24 - 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 employees 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 shall be posted or disseminated, and provided to the UNION, at least ten (10) days in advance of their effective date, with the exception of rules related to employee or patient safety.

#### **ARTICLE 25 - 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.

Section 2. When an employee who is eligible for an in-range merit adjustment receives a performance evaluation which results in the employee's not receiving such increase, he/she may request review of this decision by the appointing authority or his/her designee. Such request must be made to the appointing authority within twenty-four (24) calendar days from the date the employee receives the evaluation. If the decision of the appointing authority does not resolve the matter within thirty (30) calendar days following the employee's request for the 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.

After an evaluation is completed, the employee will be given a copy and provided an opportunity to respond to the evaluation in writing and have that response permanently attached to the evaluation. No changes may be made in the evaluation after the employee has received and signed his/her copy. The employee's signature is considered a receipt only, not an indication of agreement.

#### **ARTICLE 26 - 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 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 appointing authority as essential to current job performance, such appointing authority shall grant 100% reimbursement for tuition, required fees and required study materials.

### **ARTICLE 27 - 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.

### **ARTICLE 28 - MEET AND CONFER**

Section 1. Upon request of either party, the EMPLOYER and UNION agree that the EMPLOYER and not more than three (3) 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. During the life of this AGREEMENT, the parties specifically agree to meet and confer on the following issues of interest:
- A. Code of Ethics for Interpreters and Interpreters and Interpreter Standards of Practice. Discussion of these guidelines would include but not be limited to, concerns related to performance of duties outside the scope of Interpreter responsibility (e.g. Law Enforcement interpretation, participation in medical procedures, etc.) and for provider requests for Interpreter advocacy for particular medical or personal decisions.
  - B. Address issues at off-site clinics by taking steps to improve internal communication, and to improve coordination and integration between off- site clinics interpreters and the Interpreter Services Department. (see side letter)
  - C. Adequate office space and work equipment for Interpreters. (see side letter)
  - D. Holiday scheduling for religious holidays not designated in this AGREEMENT. If the EMPLOYER anticipates any change in the current practice with regard to such holiday scheduling, the UNION shall be provided with sufficient advance notice and an opportunity to discuss said change before implementation.
  - E. Time off for attendance at funerals for which significant travel time is required.
  - F. Professional development and continuing education for Interpreters (see side letter)
  - G. Translation duties.
  - H. VRI

- I. The Medical Center and the Guild have a mutual interest in higher education in the area of interpreting. The parties agree to discuss ways in which to recognize financially interpreters who have completed coursework that results in a certificate or degree in interpreting and/or translation.

## **ARTICLE 29 – DISCIPLINE**

- Section 1. The EMPLOYER will discipline employees in the classified service only for just cause. Discipline, when administered, normally will be progressive and corrective in nature.
- Section 2. Discipline, when administered, will be in one or more of the following forms and normally in the following order:
- A. Oral Reprimand
  - B. Written Reprimand
  - C. Suspension
  - D. Discharge or disciplinary demotion
- 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. 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, or if no disciplinary action has been taken against the employee for the same or related offenses within three (3) 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 6. Union Representation.
- A. Employees will not be questioned concerning an administrative investigation of disciplinary action unless the employee has been given an opportunity to have a union representative present at such questioning. 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 7. Disciplinary action shall be taken in a timely manner. If the Union employee has requested Union representation during the investigation, the employer will provide a written communication to the employee and the representative of the union with the progress of the investigation, within 7 days of the investigatory meeting.
- Section 8. The EMPLOYER will copy the UNION on all suspensions and terminations, unless the employee has requested that the UNION not be notified.

## **ARTICLE 30 - EMPLOYEE ASSISTANCE**

The EMPLOYER shall make available to employees covered by this AGREEMENT the Employee Assistance Program it establishes for Hennepin Healthcare Systems employees and shall provide employees covered by this AGREEMENT with the information distributed to Hennepin Healthcare Systems employees familiarizing them with the program.

## **ARTICLE 31 – 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, gender identity, 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 32 - 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 or with respect to any subject or matter not specifically referred to or covered in this AGREEMENT or with respect to any subject or matter not specifically 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 33 - SAVINGS CLAUSE**

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and Hennepin Healthcare Systems. 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 34 - CURRENT POLICIES AND PROCEDURES**

Absent changes agreed to by the parties, the current Human Resource Policies and Procedures of Hennepin Healthcare Systems will remain in effect for the term of this agreement.

## **ARTICLE 35 - 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. If an employee is requested by the EMPLOYER to have his/her personal automobile available for business use on an ongoing basis, the employee shall be eligible for "car available" reimbursement consistent with established Internal Revenue Services regulations.
- Section 4. To obtain reimbursement the employee shall submit a claim at the end of each calendar month on a form provided by the EMPLOYER.
- Section 5. 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 36 - RIGHT OF CONTRACTING SERVICES**

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from contracting with vendors or others for materials or services. In the event the EMPLOYER finds it necessary to subcontract out work now being performed by employees that may result in a displacement of employees, the UNION will be notified no less than ninety (90) calendar days in advance. During this ninety (90) day period, the EMPLOYER will meet with the UNION and discuss ways and means of minimizing any impact the subcontracting may have on employees. In the event that existing employees are displaced 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 available positions for which they are qualified.

**ARTICLE 37 - SALARY RATES**

Section 1. Effective the first full pay period in January of 2022 all employees will receive a three percent (3%) across the board wage increase (ranges and steps increased by 3%). Effective the first full pay period in January of 2023 all employees will receive a two and one-half percent (2.5%) across the board wage increase (ranges and steps increased by 2.5%).

Effective the first full period of January 2023, a new three percent (3%) Step 10 will be added to the salary rates. Employees will be eligible for movement from Step 9 to Step 10 on completion of a performance review with an overall performance rating of successful or higher on their annual performance review.

**Interpreter – Effective first full pay period of January 2022**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$26.74	\$27.54	\$28.43	\$29.28	\$30.21	\$31.13	\$32.09	\$33.07	\$34.06

**Interpreter, Sign Language – Effective first full pay period of January 2022**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$31.33	\$32.25	\$33.23	\$34.22	\$35.25	\$36.33	\$37.40	\$38.52	\$39.69

**Coordinator, Deaf and Hearing Impaired Services – Effective first full pay period of January 2022**

Minimum Rate	Maximum Rate
\$34.63	\$43.86

**Interpreter – Effective first full pay period of January 2023**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$27.41	\$28.23	\$29.14	\$30.01	\$30.97	\$31.90	\$32.90	\$33.90	\$34.91	\$35.96

**Interpreter, Sign Language – Effective first full pay period of January 2023**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$32.12	\$33.06	\$34.06	\$35.07	\$36.13	\$37.24	\$38.33	\$39.49	\$40.68	\$41.90

**Coordinator, Deaf and Hearing Impaired Services – Effective first full pay period of January 2023**

Minimum Rate	Maximum Rate
\$35.49	\$44.95

- Section 2. The EMPLOYER shall determine the rate of compensation for each employee within the established salary range for their class based upon tenure and quality of performance provided that 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.

**ARTICLE 38 – RETIREE HEALTH INSURANCE 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.

**ARTICLE 39 - HEALTH AND SAFETY**

- Section 1. Safety Policy: It shall be the policy of the EMPLOYER that the safety of the employees, the protection of work areas, the adequate training and necessary safety practices, and the prevention of accidents are an integral part of its daily responsibility.

Section 2. One representative appointed by the UNION shall have an opportunity to participate on the EMPLOYER's Environmental Health and Safety Committee. The EMPLOYER's Safety, Security and Emergency Preparedness Director shall be designated ombudsperson for matters relating to Environmental Health and Safety.

Section 3. Physical Violence and Verbal Abuse. The Employer will encourage 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, an employee who has been assaulted at work and is unable to continue working will be given the opportunity to leave without loss of pay for the remainder of that shift after following the defined processes to be seen in Employee Occupational Health and Wellness or Emergency Department.

**ARTICLE 40 - EMPLOYEE INTEGRITY**

An Interpreter shall not be required to participate in the administration of direct patient care functions.

**ARTICLE 41 - TERM OF AGREEMENT**

This AGREEMENT shall be in full force and effect from January 1, 2022, through December 31, 2023, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least ninety (90) days prior to the expiration date that it desires to modify or terminate this AGREEMENT. After expiration of this agreement the terms and conditions shall remain in effect so long as negotiations continue for a new contract.

In witness thereof, the parties have caused this AGREEMENT to be executed this \_\_\_\_ day of \_\_\_\_\_ 2022.

**For the Medical Center:**

\_\_\_\_\_  
Jennifer DeCubellis  
Chief Executive Officer

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

\_\_\_\_\_  
Sean Tolefree  
Employee and Labor Relations Director

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

**For the Minnesota Newspaper and Communications Guild, TNG-CWA Local 37002:**

\_\_\_\_\_  
James Morgan  
Chair, HHS Guild Unit

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

\_\_\_\_\_  
Candace Lund  
Executive Officer

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

**LETTER 1 (renew without modification):**

**Letter Regarding On-Call Coordinator**

October 17, 2003

Mr. Darren Carroll  
Business Representative  
Newspaper Guild  
2855 Anthony Lane South, Suite 110  
St. Anthony, MN 55418

Re: On-Call Coordinator

Dear Mr. Carroll:

As I mentioned in our meeting of October 17, 2003, it is the Employer's intent to discontinue the work assignment of On-Call Coordinator, effective upon execution of the agreement.

Further, the Employer offers to pay each of the four (4) On-Call Coordinators a one time only cash lump sum payment equal to \$200.00, upon execution of the agreement.

Finally, if in the event the Employer fails to discontinue On-Call Coordinator work assignments as outlined above, or if the Employer reinstates the work assignment of On-Call Coordinator subsequent to the execution date of the agreement, the Employer agrees to pay any employee so assigned \$5.50/hour.

If you have any questions concerning this matter, please contact me at (612) 348-6511.

Sincerely,

William P. Peters  
Labor Relations Director



**LETTER 2 (renew with modification):**

**Letter regarding Agency Utilization**

April 2014

Mike Bucsko  
Executive Officer  
MN Newspaper and Communications Guild  
2855 Anthony Lane South, Suite 110  
St. Anthony, MN 55418

Dear Mr. Bucsko:

During the term of this agreement, the Medical Center and the Guild agree that interpretation by HCMC employees is the preferred method for delivery of language services. As such, the Medical Center and the Guild are mutually committed to minimizing the utilization of agency interpreters to perform the job functions and responsibilities that are normally provided by the Guild's bargaining unit members.

The UNION may request quarterly reports for the joint labor management committee detailing agency usage (updated 2020).

The Medical Center and the Guild also agree that it is important for the Employer to have the ability to respond swiftly to staffing issues and recognize there may be situations where it becomes necessary to utilize agency staff to ensure patient needs are met.

Sincerely,

Liz Bonin  
Director, Labor Relations

**LETTER 3 (renew without modification):**

February 17, 2016

Liz Bonin  
Director of Labor Relations  
Hennepin County Medical Center  
701 Park Avenue  
Mail Code: LSB3  
Minneapolis, MN 55415

Dear Liz:

This letter is to confirm that Hennepin County Medical center Management and the Minnesota Newspaper & Communications Guild, TNG-CWA Local 37002, in the course of contract negotiations have reached an agreement to address issues and concerns regarding religious holiday staffing.

Delegates from the Guild represented Language Interpreters of the Muslim faith will meet with representatives from HCMC management to discuss best practices for scheduling Language Interpreters on Eid holidays. The first meeting to discuss this issue will be scheduled no later than March 31, 2016.

Thank you for your cooperation on this issue.

Candace Lund  
Executive Officer  
Minnesota Newspaper Guild & Communications Guild

**LETTER 4 (renew without modification):**

**Memorandum of Understanding – Holiday/Peak Vacation Scheduling**

This memorandum of understanding (MOU) is to confirm Hennepin Healthcare System Inc. and the Minnesota Newspaper & Communications Guild, TNG-CWA Local 37002, agreement to meet and confer regarding the scheduling of employee time off at peak requested holidays and vacation periods. Both parties agree to a timeline of September 1, 2018 to accomplish a policy. If a policy is not finalized, both parties will mutually agree to an additional timeline.

The parties discussed the following topics as areas of focus:

1. Conduct analytical analysis based on previous years' experience to determine if the department can accommodate more requests than the usual allotment on some of the traditionally high request PTO days (e.g. day after Thanksgiving, last week of the calendar year, etcetera).
2. If possible, create a rotation for any additional slots that is separate from the current seniority system.
3. Allow Interpreters to find qualified substitutes to work shifts when a PTO request is denied because the maximum number of available slots have been filled.
4. Timely notification of new openings (when PTO cancellations occur) to Interpreters who have been denied requested PTO/vacation.
5. Notify employer in a timely manner if plans change, and they will be dropping a PTO/vacation approved request so the time off can be reallocated to a co-worker.

This MOU expires December 31, 2019. The terms of this MOU are not precedent setting and shall not form the basis for any grievance concerning any alleged violation of the contract.

The parties agree and acknowledge that this MOU shall be considered to have been drafted jointly by the parties.

Agreed to By:

\_\_\_\_\_  
 Rasheda Deloney  
 Senior Labor Relations Partner  
 For Hennepin Healthcare System, Inc.

\_\_\_\_\_  
 Candace Lund  
 Executive Officer  
 MN Newspaper & Communications Guild,  
 TNG-CWA 37002

Dated: \_\_\_\_\_ 2018

Dated: \_\_\_\_\_ 2018