

**Labor Agreement Between**

**HENNEPIN COUNTY MEDICAL CENTER**

**and**

**HENNEPIN COUNTY ASSOCIATION OF PARAMEDICS  
AND E.M.T.'s**

**January 1, 2020 - December 31, 2022**

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**PREAMBLE**

This AGREEMENT, hereinafter referred to as the AGREEMENT, is entered into between Hennepin Healthcare Systems Inc. d/b/a Hennepin County Medical Center (HCMC), hereinafter called the MEDICAL CENTER or HCMC, and the Hennepin County Association of Paramedics and EMT's (HCAPE), as identified in the Article herein titled "Recognition", hereinafter called the UNION. The parties agree as follows:

**ARTICLE 1 - PURPOSE OF AGREEMENT**

**Section 1.** This memorandum of agreement, hereinafter referred to as the AGREEMENT, is entered into between Hennepin County Medical Center hereinafter called the EMPLOYER, and Hennepin County Association of Paramedics and E.M.T.'s, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

- A. Express in written form the complete AGREEMENT between the parties on hours, wages and other conditions of employment and to specify the duration of this AGREEMENT;
- B. Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the provisions set forth in this AGREEMENT;
- C. Specify the full and complete understanding of the parties;
- D. Maintain and promote greater individual productivity and quality of services; and
- E. Ensure against any interruptions of work and interference with the efficient and effective rendering of service to the public.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication. The parties recognize that this AGREEMENT is not intended to modify any of the authority vested in Hennepin County Medical Center by the statutes of the State of Minnesota.

**ARTICLE 2 - RECOGNITION**

**Section 1.** The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota State Statute, Section 179A.01 et. seq., for a unit of permanent employees in the classes of Paramedic, and Emergency Medical Technician and or Emergency Medical Dispatcher (herein after EMT/EMD), and who are full time (forty hours per week) and part time (fourteen hours or more per week) or more than sixty-seven (67) work days per year, excluding supervisory, confidential, temporary and all other individuals in the employ of the EMPLOYER.

**Section 2.** The UNION recognizes the Human Resources Representative designated by the Vice President of Human Resources, as the exclusive 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 Human Resources Representative is affixed thereon.

**Section 3.** The EMPLOYER, in accordance with the provisions of Minnesota Statutes 179.16, subd. I, agrees not to enter into any agreements covering 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.** If the EMPLOYER establishes new job classes within the bargaining unit identified in Section 1 of the Article, both parties agree to negotiate on wages. However, it is understood that all other terms and conditions of the 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 or monthly pay rate exclusive of overtime premium, shift premium, stability or any other special allowances.
- B. COMMUNICATIONS TRAINING OFFICER (CTO):** An Emergency Medical Dispatcher who is approved by Hennepin EMS Management, meets the department’s selection standards, and is assigned to responsibilities, which include employee training, education, clinical education, remediation, and management support as defined by the employer and approved by Hennepin EMS Management.
- C. COMMUNITY PARAMEDIC:** A person who is certified as a paramedic and who meets the requirements for additional certification as a community paramedic as specified in section 144E.28, subdivision 9, in accordance with Minnesota Statutes and approved by the EMSRB. The role and responsibilities of a Community Paramedic are extensions of the principle role as Paramedic—responding to and providing critical care, advanced life support and basic life support.
- D. COMPENSATED PAYROLL STATUS:** Receipt of cash payment for scheduled time worked or for time on approved compensated leave.
- E. CONTINUOUS SERVICE:** Full time regular hours of unceasing service from most recent date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall, as established by the EMPLOYER.
- F. DAYS:** Unless otherwise indicated, means working days.
- G. DEMOTION:** A change from a position in one work class to a position in another work class with less responsible duties and lower compensation.
- H. DEPARTMENT:** An organizational unit of Hennepin County Medical Center.
- I. EMERGENCY:** A crisis situation or condition so defined by the EMPLOYER.
- J. EMERGENCY MEDICAL DISPATCHER (EMD):** A person trained and successfully completed certification through the International Academy Emergency Dispatch (IAED) to work as the principle link between a public caller requesting emergency medical assistance and the EMS resource delivery system. The EMD provides Medical Priority Dispatch Protocols as approved by the Medical Director and supervised by Hennepin EMS Management.
- K. EMERGENCY MEDICAL DISPATCHER- QUALITY ASSURANCE (EMD-Q):** A person that has successfully completed certification through the International Academy Emergency Dispatch (IAED) to objectively measure call taker performance as established by the IAED.
- L. EMERGENCY MEDICAL TECHNICIAN (EMT):** A person who has successfully completed the United States Department of Transportation emergency medical technician standards course or its equivalent, as approved by the EMSRB, and has been issued a valid certification by the board, in accordance with Minnesota Statutes.
- M. EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in Article 2, Section 1, herein, who has been employed on the basis of permanent appointment to a continuing position.
- N. EMPLOYER:** Hennepin County Medical Center or its designated representatives.
- O. FIELD TRAINING OFFICER (FTO):** A Paramedic who is approved by Hennepin EMS Management, meets the department’s selection standards, and is assigned to responsibilities, which include

- employee training, education, field observation, clinical education, remediation, and management support as defined by the employer and approved by Hennepin EMS Management.
- P. FULL MONTH OF SERVICE:** An average of 173.33 compensated hours.
  - Q. LAYOFF:** 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.
  - R. LEAVE OF ABSENCE:** An approved absence from work duty during a scheduled work period with or without compensation.
  - S. PARAMEDIC:** A person who has successfully completed the United States Department of Transportation paramedic course or its equivalent, as approved by the EMSRB, and has been issued valid certification by the board, in accordance with Minnesota Statutes.
  - T. PART TIME:** An individual so designated by the EMPLOYER whose normal work schedule consists of fewer hours than the full time schedule.
  - U. PERMANENT EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in ARTICLE 2, Section 1, herein, who has completed the required probationary period for newly employed, reemployed or reinstated employees, who have been employed on the basis of permanent appointment to a continuing position.
  - V. PRECEPTOR:** A Paramedic who is approved by Hennepin EMS Emergency and Critical Care Education as a paramedic instructor for purposes of training Paramedic students or other Paramedic training programs affiliated with Hennepin EMS for the purposes of providing clinical education, exclusive of Hennepin EMS personnel.
  - W. PROBATIONARY PERIOD:** The first one thousand forty (1,040) compensated regular hours of service of newly hired, rehired or reinstated employees and the first one thousand forty (1,040) compensated regular hours of service following a promotional appointment or transfer. The EMPLOYER may require a reinstated employee to serve a new probationary period.
  - X. PROMOTION:** A change of an employee from a position in one work class to a position in another work class with more responsible duties and higher compensation.
  - Y. PYRAMIDING:** The payment of more than one form of premium compensation for the same hour of work. This does not apply to differential pays in this AGREEMENT.
  - Z. REGULAR HOURS:** Time on compensated payroll status exclusive of overtime hours.
  - AA. REINSTATEMENT:** Re-employment of a former permanent or probationary employee in the work class to which he/she was assigned prior to termination.
  - BB. SENIORITY:** Length of compensated regular hours of service with EMPLOYER except as is otherwise provided herein.
  - CC. STEWARD:** An employee designated by the UNION for the purpose of communicating with the EMPLOYER on matters of interest to either party.
  - DD. TERMINATION IN GOOD STANDING:** Any termination other than dismissal for disciplinary reasons and for which the terminating employee has given the required minimum notice in advance of leaving.
  - EE. TRANSFER:** A change of an employee from one position to another position in the same work class in another organizational unit, or to another work class in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
  - FF. UNION:** Hennepin County Association of Paramedics and E.M.T.'s.
  - GG. UNION MEMBER:** A member of Hennepin County Association of Paramedics and E.M.T.'s.

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

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

- A. Deduct once each month an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the EMPLOYER and UNION; and
- B. Remit such dues deductions as provided in Section 2 to the appropriate designated officer of the UNION with a list of the names of the employees from whose wages deductions were made; and
- C. The UNION shall certify to the EMPLOYER, in writing or email, the current amount of regular dues to be withheld.
- D. Such dues deductions shall be cancelled by the EMPLOYER upon written request by the appropriate designated officer of the UNION.

**Section 2.** The EMPLOYER agrees to furnish to the UNION once each calendar quarter, an updated list of the names, classification, pay rate and addresses of all employees who are covered by this AGREEMENT. The reports will be given to the secretary of the UNION.

**Section 3.** 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 by the EMPLOYER under any provisions of Section 1 or Section 2 of this Article.

**Section 4.** The UNION may designate certain employees from the bargaining unit to act as stewards and shall, within five (5) days of such designation, certify to the EMPLOYER, in writing, such choice, and the designation of successors to former stewards. The UNION shall also certify to the EMPLOYER a complete and current list of its official representative(s).

- A. The EMPLOYER agrees to recognize stewards certified by the UNION as provided in this section subject to the following stipulations:
  - 1. There shall be no more than four (4) stewards and two (2) designated alternates at any one time.
  - 2. Stewards shall not leave their work stations without the prior permission of their designated supervisors, and they shall notify their designated supervisor(s) upon return to their work station.
  - 3. Permission to leave a work station for UNION business will be limited to the investigation and presentation of grievances to the EMPLOYER and for preauthorized contract related meetings called by Human Resources or the Chief of Emergency Medical Services, or designee. 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 or participate in a meeting called by the employer as noted above. Additional union stewards may request to use their own (vacation, PTO or time off without pay) subject to approval based on ability to staff.
- B. Non-employee representatives of the UNION, previously certified to the EMPLOYER as provided herein, shall be permitted to come on the premises of the EMPLOYER for the purpose of investigating and presenting grievances if they first notify the EMPLOYER's designated representative and provided the non-employee UNION representative does not interfere with the work of employees. 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. The UNION shall not use the EMPLOYER's premises or facilities for UNION business without prior approval of the EMPLOYER.
- C. The EMPLOYER agrees to allow the UNION to use designated bulletin boards for the purpose of posting notices of UNION meetings, UNION elections, UNION election returns, UNION appointments to office, and UNION recreational or social affairs, and any other items specifically approved by the EMPLOYER. The UNION agrees to limit the posting of such notices to the bulletin

board space designated by the EMPLOYER. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

**Section 6.** No employee of Hennepin County Medical Center shall directly or indirectly receive or agree to receive any compensation, gift, reward, or gratuity from any source except Hennepin County Medical Center, for any matter or proceeding connected with or related to the duties of such employee.

**Section 7.** 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, that there shall be no discrimination or coercion against any employee because of UNION membership or non-membership.

**Section 8.** The provisions of this AGREEMENT shall be applied in accordance with applicable nondiscrimination laws.

**Section 9.** Nothing in this AGREEMENT shall be construed to affect the status of veterans in contravention of existing veteran's preference laws relating to the employment, discharge or promotion of veterans.

**Section 10.** The UNION shall have access to information of the EMPLOYER in accordance with the provisions of the Data Practices Act, Minnesota State Statutes, 13.01 et. seq., as amended.

**Section 11.** The UNION may take UNION leave during scheduled work times by UNION officials for official UNION activities purposes. The UNION shall give the EMPLOYER adequate notice of the UNION Leave request.

The parties have agreed that UNION officials will remain on compensated payroll status while official UNION activities on scheduled work time provided the UNION reimburses the EMPLOYER for its full cost for such time. Such costs are to include all salary and benefit costs plus all payroll taxes. Also included shall be any premium pay expense incurred in replacing the UNION official.

Such reasonable time as approved by management for UNION officials to spend on UNION activities shall be reported to Hennepin County Medical Center on their payroll time reports. The UNION shall reimburse the EMPLOYER upon receipt of periodic statements submitted by the EMPLOYER.

**Section 12.** Bargaining unit representatives (Executive Board and stewards) of the UNION will receive paid time to participate in Article 42 Joint Labor-Management Committee meetings and meet and confer sessions, with the Medical Center. Time with pay under this subsection will be limited to those activities occurring during the representative's regularly scheduled work time.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

**Section 1.** It is recognized by both parties that except as expressly stated herein, the EMPLOYER shall retain whatever rights and authority necessary for it to operate and direct the affairs of the Hennepin County Medical Center in all of its various aspects, including but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the department, to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work, misconduct, incompetence, or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities. It is also recognized by both parties that the EMPLOYER shall retain the authority and prerogatives to:

- A. Operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including Human Resources policies and work rules;
- B. Maintain the efficiency of Hennepin County Medical Center operations; and
- C. Take whatever actions may be necessary to carry out the missions of the County in emergencies.

**ARTICLE 6 - SENIORITY**

**Section 1.** The EMPLOYER shall establish seniority lists as of the effective date of this AGREEMENT, structured by work classes covered by this AGREEMENT to include and rank, in order of highest to lowest seniority, all permanent employees in the bargaining unit which shall:

- A. Be based upon an employee's length of service in the job classes covered by this AGREEMENT from the most recent date of employment, re-employment or reinstatement, provided, the seniority of employees hired prior to the execution date of this AGREEMENT shall be determined by their rank on the manual seniority list as identified on the date prior to the execution date of this AGREEMENT, except that any employee with prior service whose separation exceeds One (1) year shall not have seniority credit for prior service.
- B. If two (2) or more employees possess the same seniority date, employees shall have seniority determined by the last four (4) digits of the employee's social security number, with the employee having the highest such number being the more senior.
- C. Provide that when an employee takes a non-compensated leave of absence from his/her employment which is approved by the EMPLOYER and returns to active employment, having fulfilled all terms and conditions of the leave of absence as established by the EMPLOYER, such employee shall be entitled to credit for all seniority accrued as of the time the leave commenced.
- D. Provide that when an employee is disabled due to an on the job injury, which is compensable under workers' compensation laws, and is granted a medical leave of absence without pay, such employee shall be credited with seniority for the period of such leave, provided that such seniority credits shall not exceed two thousand eighty (2,080) hours.

**Section 2.** 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 inverse order of seniority within the work class.
- B. Recall from layoff which shall be in order of seniority within the work class 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. When the EMPLOYER determines all other qualifications are equal, seniority shall determine the order of promotions and transfers, provided the employee has made application for the vacancy within the time limit prescribed by the EMPLOYER, the closing date of which shall not be less than five (5) days from the date of posting unless otherwise mutually agreed to by the UNION and EMPLOYER.



- D. Seniority, for purposes of recall from layoff, shall terminate upon having been placed in layoff status in excess of one (1) year.

**Section 3.** The EMPLOYER shall issue notice of layoff or recall from layoff to affected permanent employees, in writing, at least fourteen (14) days in advance of the effective date of the layoff or recall from layoff.

#### **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, Human Resources Policies or departmental policies procedures, or practices, except as expressly provided for in this AGREEMENT, shall not be considered grievances under this AGREEMENT and will not be subject to the grievance procedure herein set forth. Nor shall any disciplinary or other actions which may be appealed pursuant to Human Resources policies except as expressly provided for in this AGREEMENT, be considered grievances and subject to the grievance procedure herein set forth. 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. An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission or Minnesota Human Rights Act, Minnesota State Statute 363A.01, et seq. 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 fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance, present such grievance either orally or in writing to his/her supervisor who is designated for this purpose by the EMPLOYER.
- B. The supervisor shall give his/her answer within seven (7) calendar days after such presentation and thereafter the parties shall attempt to resolve the grievance. If the grievance was presented to the supervisor in writing, the supervisor's answer shall be in writing.
- C. The EMPLOYER agrees to share all incident reports and investigative information relating to the grievance at the employee's request.

**Step 2. FORMAL** - If the grievance is not satisfactorily resolved in Step 1 and the employee 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 Human Resources Representative or his/her designee within fourteen (14) calendar days after the designated supervisor's answer as provided for in Section 3, Step 1B. The grievance appeal shall be initiated by means of a written grievance to be signed by the employee and the UNION Representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the relief requested. The department head or his/her designated representative shall discuss the grievance with the employee and 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 employee. If no settlement is reached, the department head or his/her designated representative shall give written answer to the employee 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 Vice President of Human Resources or his/her designee, by mutual agreement, jointly petition the Minnesota Bureau of Mediation Services (herein after BMS) for assistance in resolving the grievance within ten (10) working days after the employee and UNION's receipt of the EMPLOYER's written answer in Step 2. The parties shall have thirty (30) calendar days in which to resolve the grievance through mediation.

**Step 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. If the UNION and the EMPLOYER cannot mutually agree upon the selection of an arbitrator, the selection of the arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Labor Relations Act and administered by the State of Minnesota BMS.

The parties shall schedule such arbitration hearing within forty-five (45) days of receiving a list of arbitrators. 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 employee, the UNION representative and the EMPLOYER of his/her decision within thirty (30) calendar days following 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. 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 binding on both the EMPLOYER and the UNION and 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 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 mutual written agreement, agree to submit more than one (1) grievance to the arbitrator providing that each grievance shall be considered as a separate issue and each on its own merits.

**Section 4.** 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 Union may elect to treat the grievance as denied at that step and 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 representative involved in each step. The term "calendar days" as used in this Article shall mean continuous calendar days (exclusive of holidays and leaves of absence of the grievant and EMPLOYER grievance representatives).

**Section 5.** The grievance procedure contained in this AGREEMENT is the sole and exclusive means of resolving all grievances arising under this AGREEMENT.

**Section 6.** An employee presenting a grievance must be represented by the UNION at Steps 2, 3 and 4.

**ARTICLE 8 - NO STRIKE NO LOCKOUT**

**Section 1.** The UNION and the EMPLOYER agree to be bound by Minnesota Statute Section 179A.03.

**Section 2.** In recognition of the provisions included in this Agreement for a grievance procedure to be used for resolution of disputes, the UNION agrees that neither the UNION, its officers or agents, nor any of the EMPLOYEES covered by this Agreement will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, mass absenteeism, mass use of sick leave, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the full, faithful, and proper performance of the duties of employment. Any or all employees who violate any provisions of this Article will be subject to discharge or other discipline as determined appropriate by the Employer.

**Section 3.** No lockout will be instituted by the Medical Center during the life of this Agreement.

**ARTICLE 9 - WORK SCHEDULES – PAY**

**Section 1.** This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay and other premium pay. 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.

**Section 3.** The EMPLOYER shall establish work shifts, work breaks, staffing schedules and the assignment of employees thereto. A work shift shall consist of eight (8) hours if based on a five (5) day week work schedule.

**Section 4.** Worked hours in excess of the designated work shift or forty (40) hours per payroll week 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 EMPLOYER.

- A. Holiday leave and vacation leave shall be considered worked hours for the purpose of determining eligibility for overtime premium.

**Section 5.** Assignment to overtime work shall be at the discretion of the EMPLOYER. Employees shall be required to work overtime, holidays and night shifts when assigned to such shifts unless excused by the EMPLOYER.

**Section 6.** When the EMPLOYER plans to implement permanent changes in work schedules, the EMPLOYER agrees to discuss with the UNION regarding such changes. Written notice of a permanent change in scheduling will normally be given to the UNION no less than fourteen (14) calendar days in advance of implementing such change.

**Section 7.** Training provided by the EMPLOYER for employees covered by this AGREEMENT and for which compensated attendance is approved or is assigned as work duty shall be considered hours worked for purposes of overtime premium qualification.

**Section 8.** Employees not at the work site who are called to perform work by the EMPLOYER at a time other than their normal scheduled shift shall receive compensation for the time worked but not less than two (2) hours subject to the provisions in this Article relating to qualifications for overtime premium.

**Section 9.** Employees shall not normally work more than sixteen (16) continuous or non-continuous hours and shall normally have eight (8) hours between shifts.

**NOTE:** On site (Hennepin County Medical Center Property) continuing education training or performing, as an Assistant Instructor (AI) for EMS Education shall count toward the above 16 hours.

**Section 10.** The Employer will allow Employees to trade or substitute work shifts as defined by the Employer.

#### **ARTICLE 10 – SHIFT DIFFERENTIALS**

**Section 1.** Effective the first full pay period following contract ratification, evening shift differential of one dollar forty cents (\$1.40) per hour shall be paid to any employee assigned to work an evening shift meaning at least five hours of the shift are worked between 5 p.m. and 12:30 a.m.

**Section 2.** Effective the first full pay period following contract ratification, night shift differential of one dollar seventy-five cents (\$1.75) per hour shall be paid to any employee assigned to work a night shift meaning a shift that begins before midnight and ends after 12:30 a.m.

**Section 3.** Effective the first full pay period following contract ratification, all full time employees required to work on any shift(s) that start on either Saturday or Sunday as part of a regular schedule shall be compensated at the rate of one dollar and seventy-five cents (\$1.75) for each hour worked. Compensation under this section will be paid on regular hours, overtime hours, holiday premium hours, and will be in addition to the employee's regular salary and will be earned for the entire period worked.

**Section 4:** - Effective the first full pay period following contract ratification, employees specifically assigned by the Employer to perform Field Training Officer (FTO) responsibilities shall receive an additional three dollars (\$3.00) per hour for such hours so assigned.

**Section 5:** - Effective the first full pay period following contract ratification, employees specifically assigned by the Employer to perform Communication Training Officer (CTO) responsibilities shall receive an additional three dollars (\$3.00) per hour for such hours so assigned.

**Section 6:** Effective the first full pay period of January, 2016, Employees assigned by the Employer to be in the Community Paramedic role shall receive an additional two dollars twenty five cents (\$2.25) per hour for such hours so assigned.

**Section 7.** Effective the first full pay period following contract ratification, the Medical Center shall pay an Employee two dollars fifty cents (\$2.50) per hour differential for hours worked when assigned to a preceptor role, where at least eight (8) hours of the shift are in the preceptor role for approved paramedic programs as so designated by the Hennepin County Medical Center.

#### **ARTICLE 11 – SHIFT BIDDING**

**Section 1.** The EMPLOYER, after establishing work shifts, normally provides for bidding of these shifts once each year to be implemented at the beginning of the first payroll period in January-

- A. The order of bidding is from the most senior to least senior in each work class.
- B. Shift bidding precedes vacation bidding.
- C. The work shift schedule to be bid is posted at the downtown quarters fourteen (14) calendar days prior to the start of bidding.
- D. Employees are allowed to choose a slot on the schedule that will reflect a regular sequence of days off projectable for a year ahead. In emergencies the schedules are altered to meet the needs of the ambulance service.
- E. Vacancies are filled on a quarterly basis by the most senior interested and qualified employee.
- F. No employee will be allowed to displace another employee who has bid a position on the schedule during the year.

**Section 2.** An employee's (whether dispatch or paramedic) first 2,080 hours shall be excluded from bidding procedures paragraphs A - F, above, but shall be provided a base schedule number. During the employee's first 2,080 hours they may be floated to a different work schedule. Employees will usually be scheduled for no more than five (5) consecutive days and can be moved to a necessary base schedule number following their days off. The employee's base schedule number shall be used for vacation bidding and long-term leave requests.

**Section 3.** To be eligible to bid a shift pursuant to paragraphs A - F, the newly hired employee must have completed probation and 2080 hours by the pay period prior to the shift-bidding day. Reinstated employees returning to the classification of either Paramedic or EMT/EMD must have completed 1040 hours by the pay period prior to the shift-bidding day. Upon completion of 2,080 hours the employee may, at the next available bid, choose a slot based on procedures paragraphs A - F, above, except paragraph d is modified to "a regular sequence of days off projectable for the remainder of the year."

## **ARTICLE 12 – SHORT-NOTICE OVERTIME**

Short-Notice Overtime (When the need for overtime arises six (6) days or less in advance of overtime shift).

**Section 1.** The UNION and the EMPLOYER share the philosophy that overtime should be filled on a voluntary as opposed to mandatory basis whenever possible. In an effort to fill short notice overtime fairly and uniformly, the parties agree to the following guidelines and procedures in filling short notice overtime.

### **Section 2 - GUIDELINES**

- A. Reasonable attempts to fill overtime voluntarily rather than mandatory must be made.
- B. Mandatory overtime shall be filled by staff at the work site or coming to the work site to the extent possible. Off-duty personnel shall not be mandated except in extreme circumstances.
- C. Seniority shall be followed in both voluntary and mandatory granting of overtime, but in accordance with the procedure.
- D. Seniority, within the appropriate job class, shall be followed in both voluntary and mandatory granting of short notice overtime, with the following exceptions:

1. Dispatcher/paramedics shall be eligible for consideration for overtime posted or offered in the Paramedic job class after Paramedics eligible for short notice overtime have voluntarily refused.
2. Dispatcher/Paramedics who are working regularly scheduled "street duty" shall be subject to mandatory overtime that may occur in the Paramedic job class.
3. Paramedics who have been certified by the EMPLOYER as "fully capable to dispatch" shall be eligible for consideration for overtime posted or offered in the Dispatcher job class after dispatchers eligible for short notice overtime have voluntarily refused.

**Section 3.** Employees will identify their interest in working voluntary overtime by signing up on the "Voluntary Short-Notice Overtime Sign-up Calendar" or its official electronic equivalent as defined by management, at least 48 hours before the day in which any part of the overtime falls. Employees must sign their full name for each individual day they are off and are interested in working. For those employees who are working, but would like to sign up for additional hours on that day, please place your full name on the list and the hours for which you are eligible. In the event an employee is eligible and wants overtime after the 48-hour cut off point, they may call the duty supervisor and they will be considered for overtime if it has not been awarded.

**Section 4.** When short notice overtime arises, it shall be offered to employees who are on the "Voluntary Short Notice Overtime Sign-up Calendar" in order of seniority. They are not obligated to take overtime.

**Section 5.** Any remaining overtime hours will be offered to employees getting off duty at the time the overtime arises.

#### **ARTICLE 13 – MANDATORY OVERTIME**

**Section 1.** If any portion of the overtime is not filled (voluntarily), mandatory overtime will be assigned as follows:

- A. When overtime is needed until the next shift change, the most junior off-going person shall be held.
- B. When the need for overtime extends beyond the next shift change, the most junior off-going person shall be held until such time that another person at a subsequent shift change with less seniority is available to assume the overtime. This "successive assumption" for the mandating of the overtime will continue until the overtime need is satisfied.
- C. An employee, who remains the least senior person available throughout subsequent shift changes, shall not normally be mandated for more than four hours, nor normally work more than sixteen (16) continuous or non-continuous hours and shall normally have eight (8) hours between shifts.

**Section 2.** An employee who is working short notice overtime may volunteer for, but shall not normally be mandated to work, further continuous overtime.

**Section 3.** The Employee subject to mandatory overtime will not be allowed to volunteer for less than 4 hours of the required overtime shift if in doing so passes the remaining overtime assignment to a more senior employee on a succeeding work shift.

**ARTICLE 14 – LONG NOTICE OVERTIME**

**Section 1.** This is defined as the need for overtime seven (7) days or more in advance of the overtime shift. When overtime is posted, the posting is made with shifts and dates needed and spaces available for sign-up. Posting is brought down six (6) days or less before the start of an overtime shift. At this time, those who have signed up may call the supervisor or view the electronic overtime system to find out who will work the overtime. If no one has signed the posting, the overtime is assigned.

**ARTICLE 15 -SPECIAL EVENT ASSIGNMENTS, ALL INTERCOLLEGIATE AND ALL PROFESSIONAL SPORTING EVENTS, VIKINGS/GOPHERS REGUALR SEASON AND POST-SEASON FOOTBALL GAMES.**

**Section 1.** The Employer shall determine the need for overtime. If the Employer determines the posting of overtime is required.

The events will be posted and individuals will have an opportunity to sign-up. The events will be awarded to individuals fourteen (14) calendar days prior to the event in order of seniority by management. Once awarded, the event is considered part of the individual’s work schedule. If shifts remain unfilled, SNOT will be utilized.

**ARTICLE 16 – FLEXIBLE PAID TIME OFF (FLEX PTO)**

**Section 1.** Effective January 1, 2009, all newly hired employees after January 1, 2009 will be covered by the Hennepin County Medical Center’s Flexible Paid Time Off (Flex PTO) benefit program.

**Section 2.** Current benefit earning employees, as of December 31, 2008, were provided the option to elect to participate in the Hennepin County Medical Center’s Flexible Paid Time Off (Flex PTO) benefit program. (see attachment B)

**Section 3.** 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 to 1	8.61	28	224
1 to 6	9.23	30	240
6 to 11	10.15	33	264
11 to 16	11.07	36	288
16 to 21	11.69	38	304
Over 21	12.30	40	320

Flexible Paid Time Off (Flex PTO) may be accumulated up to three hundred sixty (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 360 hour limit. Correspondingly, the EMPLOYER will not force employees to take PTO for such purpose. When the Employees balances reach the maximum levels or are near maximum levels the Employee should request time off prior to the loss of the benefit, the EMPLOYER shall make reasonable attempts to grant the requested time off prior to the loss of the EMPLOYEES benefits.

Pursuant to Internal Revenue Service Rules and Regulations, and with the approval of the Executive Leadership team the Medical Center will annually evaluate, based on business and economic needs, a

voluntary PTO payout option. Payout program options details will be communicated to the Union prior to the annual election period.

**Section 4 - FLEX PTO SEVERANCE PAY**

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 Extended Medical Leave. All Flex PTO hours accumulated and 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. 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 as in Attachment B. Severance Pay will be paid out per Attachment F.

**Section 5.** Employees, who work on the following holidays, will be paid premium pay.

New Year’s Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Eve Day
	Christmas Day

**Section 6.** 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 Flex PTO to pay for approved health and fitness activities to the employer annual maximum, but not less than \$3,000.

**Section 10.** To be eligible for Flex PTO hours for sick leave the 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.

**ARTICLE 17 – VESTED RIGHTS**

The UNION and EMPLOYER agree that the employees identified in Section 6 by employee number shall have a vested right in the terms and conditions of employment, which are as follows:

**Section 1 - HOLIDAYS**

Employees 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 are as follows: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day.



- B. For the duration of this collective bargaining agreement, employees for whom a legal holiday is a scheduled day of work shall be paid at two and one-half (2 ½) times their base pay rate, for work performed on the legal holiday, and be scheduled by the EMPLOYER for time off equal to the time worked but not to exceed eight (8) hours at a later date, which shall normally be no later than the end of the second payroll period following the payroll period in which the holiday was worked. Exceptions may occur when multiple holidays fall within a payroll period.
- C. Employees not participating in the PTO program shall accrue Floating Holidays at the rate of 1.23 hours per pay period for full-time employees (pro-rated for benefit earning part-time employees). 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 calendar 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.
- D. 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.
- E. 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.
- F. The prorated holiday benefit, as identified in Section 1 above, for a part-time employee shall be calculated on the actual number of compensated payroll status hours approved during each holiday payroll period.

**Section 2 – VACATIONS**

This section applies to employees hired or rehired on or before December 31, 2008 who did not choose to participate in the Flexible Paid Time-Off (PTO) program as described in Article 16 of this agreement.

- A. 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. Vacation leave shall not accumulate in excess of two hundred forty (240) hours.
- 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.
- G. The parties agree to meet and confer for the purpose of evaluating and modifying the terms of Vacation Donation program.
- H. When the Employees balances reach the maximum levels or are near maximum levels the Employee should request time off prior to the loss of the benefit, the EMPLOYER shall make reasonable attempts to grant the requested time off prior to the loss of the EMPLOYEES benefits.
- I. Pursuant to Internal Revenue Service Rules and Regulations, and with the approval of the Executive Leadership team the Medical Center will annually evaluate, based on business and economic needs, a vacation leave payout option. Payout program options details will be communicated to the Union prior to the annual election period.

### **Section 3 - SICK LEAVE**

This section applies to employees hired or rehired on or before December 31, 2008 who did not choose to participate in the Flexible Paid Time-Off (PTO) program as described in Article 16 of this agreement

- A. Sick leave shall be earned by full time employees at the rate of eight (8) 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, paid by the EMPLOYER.
- 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. All sick leave that has been accumulated by an employee shall be expired upon the date of separation from Hennepin County Medical Center service, except as provided in this AGREEMENT.
- J. Employees may utilize sick leave to pay for approved health and fitness activities, to the employer annual maximum, but not less than \$3,000.

#### **Section 4 - SEVERANCE PAY**

This section applies to employees hired or rehired on or before December 31, 2008 who did not choose to participate in the Flexible Paid Time-Off (PTO) program as described in Article 16 of this agreement.

- A. Severance pay shall be paid to permanent employees who have completely severed their employment with Hennepin County Medical Center in good standing and have completed eight (8) years (16,640 regular hours) of continuous service with Hennepin County Medical Center. 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 County Medical Center except for any hours accumulated in excess of the number for which he/she has been previously compensated.

- B. 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 County Medical Center 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." Severance Pay will be paid out per Attachment F.
- C. 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 County Medical Center.

**Section 5 - SURVIVAL OF VESTED RIGHTS**

The employees set forth in Section 6 entitled "EMPLOYEES" shall have a vested right to all hours accrued to their benefit as of the date this CONTRACT is implemented. The employees set forth in Section 6 shall have a continuing vested right in the determination and calculation of the Holidays (Section 1), Vacations (Section 2), Sick Leave (Section 3), and Severance Pay (Section 4) as long as those employees are employed by the EMPLOYER. The terms and conditions of employment in this Article 17, entitled "Vested Rights", shall be included in each subsequent CONTRACT with the parties hereto, with regard to the employees identified in Section 6.

**Section 6 - EMPLOYEES**

A list of employees currently employed as of 12-31-2008 mutually agreed upon by the UNION and the EMPLOYER, will be used to determine individual employee vested rights. (See attachment E)

**ARTICLE 18 - GENERAL CONDITIONS OF LEAVES OF ABSENCE**

**Section 1.** Except as otherwise provided in this AGREEMENT, requests 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 will be granted at the discretion of the Medical Center and must be approved by the Medical Center in advance. Upon application by the Employee, leaves of absence may be extended or renewed at the discretion of the Medical Center.

**Section 2.** Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis, and no such deduction shall be made from leave accumulations for holidays, non-work days, or non-work days occurring at the beginning or during a period of leave with pay. No leave deduction will be made for holidays occurring at the end of a period of leave with pay if the employee returns to work on the first scheduled work shift thereafter or is granted additional paid leave.

**Section 3.** Accrual of vacation leave and sick leave benefits during the period of leave of absence with pay shall continue. If an employee is granted leave without pay, he/she will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military leave.

**Section 4.** All leaves of absence without pay, except approved military leave, 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 leave.

**Section 5.** The EMPLOYER, upon prior notice to the employee, may cancel an approved leave of absence without pay at any time the EMPLOYER finds that the employee is using the leave for purposes other than those specified at the time of approval.

**Section 6.** When the EMPLOYER determines there is sufficient staffing, a request by an employee to leave work prior to the end of the employee's scheduled shift will be honored, provided the employee utilizes accrued vacation, or PTO for the hours remaining in the shift. An employee the EMPLOYER determines most appropriate to replace the employee granted such leave will be assigned as a replacement. If the replacement employee is from a different workstation, it shall be the replacement employee's responsibility to furnish his/her own transportation. Time equivalent to that time required for direct travel by automobile will be compensated.

**Section 7.** No leave of absence without pay will 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 will:

- 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 (6) months duration, or
- B. In the event the position held at the time the leave was granted has been filled or abolished, the employee will be reinstated to a vacant position for which qualified in the job class and department from which leave was granted, or
- C. In the event no vacancy exists in the job class and department from which leave was granted, the employee may either exercise seniority to replace the least senior employee in the job and department 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 Medical Center, be placed on a layoff list for the job class and department from which leave was granted. The salary rate for an employee reinstated following a leave of absence will be the rate the Employee held at the time the leave was granted or such rate as adjusted by a general adjustment to the job class.

**Section 9. – ABSENCE WITHOUT LEAVE**

Any absence of an employee from scheduled duty that is not promptly reported to and authorized by the EMPLOYER shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for Two (2) consecutive days shall be deemed to have resigned his/her employment, provided that the EMPLOYER may grant approval of leave subsequent to the unauthorized absence if the EMPLOYER determines the circumstances surrounding the absence warrant such action.

**Section 10. – MILITARY LEAVE**

The EMPLOYER recognizes the duty requirements of members of the United States Armed Forces and will comply with laws regarding military participations including the granting of military leave as necessary, in compliance with State and Federal laws.

**Section 11. – BEREAVEMENT 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, step-parent, parent-in-law, children, step-children, brothers, brothers-in-law, sisters, sisters-in-law, aunts, uncles, nieces, nephews, grandparents, grandparents-in-law, grandchildren, or person regarded as a member of the employee's immediate family. Such leave shall be limited to a maximum of twenty-four (24) compensated hours per occurrence.

**Section 12. - FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The EMPLOYER shall follow the Family and Medical Leave Act (FMLA) Laws and regulations set forth in the Hennepin County Medical Center Employee Handbook.

**Section 13. - UNION LEAVE**

See Article 4 – Union Security, Section 11 regarding leave for official union activities.

**Section 14. - DISABLING INJURY DURING THE PERFORMANCE OF ASSIGNED OFFICIAL DUTIES**

An Employee, acting in his/her official capacity within the limits of the authority established by the Medical Center 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. Request for such leave will be presented to the Medical Center together with supporting documentation including appropriate physician(s) reports. Such leave, if granted, will not be charged to normal sick leave, PTO, and/or EML and will be subject to the Medical Center's workers' compensation practices.

**Section 15. - EXPOSURE IN THE WORKPLACE TO AN INFECTIOUS AGENT**

An Employee, who has suffered an exposure in the workplace to an infectious agent and, as a result, is not permitted to work during an incubation period or other period of time as determined by the Medical Center, will be kept whole for purposes of salary and benefits, including time off. The Employee will not be required to use time off benefits during the workers' compensation waiting period until such time as the Employee becomes eligible for workers' compensation or disability insurance.

**ARTICLE 19 - ELECTION DAYS**

**Section 1.** An employee who is entitled to vote in any election, as defined in M.S. 204C.04, subd. 2, may be absent from work for the purpose of voting during such election day without deduction from salary on account of such absence, provided the employee has made prior arrangements for the absence with the EMPLOYER. Employees who are not eligible to vote or have no intention to vote shall not be entitled to benefits under this Article. 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 - SALARY RATES**

**Section 1.** The following wage and market increases shall be effective the first full pay period of January of each year.

**2020**

- For purposes of attraction, the "Start Step" will increase from \$23.86 to \$24.93 and "Step 1" from \$24.93 to \$25.40 (Before the ATB).

- 3.0% ATB applied to all steps effective the first full pay period of January 2020.

**2021**

- 2.25 ATB applied to all steps, effective the first full pay period of January 2021.
- For purposes of retention, step 11 is eliminated and the wage rate is moved to step 10. Step 10 becomes the new top step.
- Effective the first full pay period following each employee’s 10<sup>th</sup> anniversary the employee is paid at step 10 (the new top step). **For purposes of this section, anniversary date is defined as the established date upon which an employee would normally be eligible for a step increase, i.e., either their date of hire or the manual seniority date as defined in Article 6, Section 1A.**

The in-range salary steps are identified below and are intended to be purely indicative of employee progression through the salary steps for employees hired after June 8, 1982 (See HCADA v. Hennepin County, 4-13-82, Arb. Bognanno).

TRANSITION			2020 Wages		
STEPS	YEARS	HOUR	STEPS	YEARS	HOUR
Start	Start	24.93	Start	Start	25.68
1	1	25.40	1	1	26.16
			2	2	26.83
			3	3	28.04
			4	4	29.29
			5	5	30.26
			6	6	31.61
			7	7	33.04
			8	8	34.52
			9	9	36.08
			10	10	37.70
			11	15	38.46

2021 Wages		
STEPS	YEARS	HOUR
Start	Start	26.26
1	1	26.75
2	2	27.43
3	3	28.67
4	4	29.95
5	5	30.94

6	6	32.32
7	7	33.78
8	8	35.30
9	9	36.89
10	10	39.33

**NOTE: Final figures may be slightly different due to official rounding procedures**

2022 Wage reopener

Effective January 1, 2020 the following rates shall apply:		
PERA Police and Fire Pension Coverage		
Class	Minimum Rate	Maximum Rate
Paramedic	\$4451.20/mo. Or \$25.68/hr.	\$6666.40/mo. Or \$38.46/hr.
EMT/EMD	\$4451.20/mo. Or \$25.68/hr.	\$6666.40/mo. Or \$38.46/hr.
Effective January 1, 2021 the following rates shall apply:		
PERA Police and Fire Pension Coverage		
Class	Minimum Rate	Maximum Rate
Paramedic	\$4551.73/mo. Or \$26.26/hr.	\$6817.20/mo. Or 39.33/hr.
EMT/EMD	\$4551.73/mo. Or \$26.26/hr.	\$6817.20/mo. Or \$39.33/hr.

**Section 2.** The EMPLOYER shall determine the rate of compensation for each employee within the established range based upon quality of performance. The salary steps listed in Section 1 are not intended to disrupt the terms set forth in this section for the EMPLOYER's determination of the rate of compensation for each employee within the established range based upon quality of performance.

**Section 3.** If a substantial change in the job duties and responsibilities of positions within the classes covered by this AGREEMENT is effected which results in reallocation of the positions to a new class not covered by the bargaining unit, the EMPLOYER agrees to negotiate on a wage rate for the new class upon 15 days advance request by the UNION provided the class has been determined through the established statutory procedures to be appropriate to the bargaining unit covered by this AGREEMENT.

**Section 4.** Any salary adjustments 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 5.** Salary payments shall be made on a bi-weekly basis.



**Section 6.** At the discretion of the EMPLOYER and in the event the EMPLOYER encounters difficulty with respect to attraction and/or retention of qualified staff in a particular job classification, the parties by mutual agreement, may negotiate a modified salary schedule or other compensation matters for such classification.

**Section 7.** The UNION and the EMPLOYER have agreed that if the workplace market wage is at least two percent (2%) greater than that of the agreed upon wage scales, the UNION may request to reopen **ARTICLE 21 – SALARY RATES** to negotiate a wage increase to meet the workplace market wage.

#### **ARTICLE 21 – INSURANCE**

**Section 1.** The EMPLOYER will provide to employees individual and dependent group hospitalization and medical insurance coverage as provided by the EMPLOYER for single and family coverage. Effective sixty (60) days from HHS Board approval of this labor agreement. Employees will have a choice between the EMPLOYER's Options Plan and the EMPLOYER's Health Reimbursement Account (HRA) and the EMPLOYER's Horizon Plan.

Effective January 1, 2018, Employees who choose the EMPLOYER's 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%) for the Employee + 1 and the Family coverage rates 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.

In 2019 Employees who choose the EMPLOYER's Horizon Plan will pay eight percent (8%) of the cost of Single coverage or the non-contract employee contribution rate whichever is lower, twelve percent (12%) for Employee + 1 coverage or the non-contract employee contribution rate whichever is lower, and fifteen percent (15%) for the Family coverage or the non-contract employee contribution rate whichever is lower.

**Section. 1a.** Effective January 1, 2018 all benefits are effective the first of the month following the date of hire or transfer to benefit-eligible FTE.

**Section 1b.** During a Benefits Open Enrollment period (within 60 days ratification of the contract), an employee's tobacco use status will be based on the employee signing an affidavit attesting to his/her tobacco use practices. In addition to the premium stated above, an employee who attests to using tobacco will pay up to an additional \$15 for their health insurance premiums.

**Section 2.** Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the HCMC Health Care Expense Account plan as an alternative to the EMPLOYERs 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 and pension contributions. Such expense account arrangement shall afford employees the opportunity to pay their qualifying expenses with earnings unreduced by certain mandatory payroll deductions.

**Section 3.** Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Dependent Care Assistance Program provided by the EMPLOYER.

Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain employee expenses that qualify for exemption from mandatory payroll deductions such as income taxes and pension contributions. Such expense account arrangement shall afford employees the opportunity to pay their qualifying expenses with earnings unreduced by 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 County 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. Effective March 1, 2021,** the EMPLOYER shall pay the full cost of one times salary up to \$50,000 double indemnity individual term life insurance contract for each benefit earning (.5 FTE or greater) employee. Employees will be able to purchase supplemental term life insurance for the spouse and child which is available in multiples of \$5,000 to a maximum of \$50,000.

**Section 6.** The Medical Center will, subject to availability, arrange for a group Short-Term Disability Plan—and/or long-Term Disability Insurance Plan which will be in accordance with criteria and benefit levels established between the Medical Center and underwriter. Implementation and continuance will 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 Medical Center will provide all employees who are regularly scheduled to work at least fifty-six (56) hours per pay period with both short and long term disability coverage at no cost to the employee.

**Section 7.** It is expressly understood that the EMPLOYER's obligation in this Article is limited to payment of the premium charges for the insurance coverage as specified herein.

**Section 8.** Insurance benefits as herein specified shall apply only to employees who work .5 FTE (20 hours a week).

**Section 9.** The Medical Center agreed to offer Employee a dental care plan on a voluntary basis to benefit-earning (.5 FTE or greater) Employee Subscription to any such dental care plan, if offered, will be voluntary, and any premium charges will be paid by the subscribing Employee through payroll deduction. Employees who elect to subscribe will be provided payroll deduction services by the Medical Center.

**Section 10.** 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 Employees benefits, the EMPLOYER agrees to meet and confer with the UNION on the change.

**Section 11.** At either party's request, the UNION and the EMPLOYER may meet during the term of this contract to discuss a health savings account (HSA) health plan. Upon a mutual agreement the parties will meet to reopen **ARTICLE 22 - INSURANCE** to negotiate for the option of a Health Savings Account (HSA) health plan for the employee.

**Section 12: Insurance Premiums during Leave of Absence.** The Medical Center shall continue payment of all insurance premiums in the manner and amount previously provided prior to the Employee's approved leave of absence for a period of up to twelve (12) weeks. The Employee's share of the premiums will also

continue to be deducted from the Employee's paycheck for the first twelve (12) weeks of an approved leave of absence. If the Employee does not have enough paid time off to cover the full twelve (12) week period, the unpaid benefit deduction will be put into arrears (amounts unpaid) until the end of that twelve (12) week period. If the Employee returns to work at the end of the twelve (12) weeks, or sooner, the balance of unpaid premium will be deducted at two (2) times the normal deduction rate until the Employee is no longer in arrears.

**ARTICLE 22 - MEDIATION AND ARBITRATION OF DISPUTES**

It is the understanding of the EMPLOYER and the UNION that if in collective bargaining for a succeeding contract, the parties are unable to reach a mutual agreement, either party may petition the Minnesota BMS to take jurisdiction of the matter as provided in Minnesota Statutes.

**ARTICLE 23 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

**Section 1.** This AGREEMENT shall represent the complete AGREEMENT between the UNION and EMPLOYER.

**Section 2.** 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.

**Section 3.** Therefore, the EMPLOYER and the 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, 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 24 - SEVERABILITY CLAUSE**

**Section 1.** This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and Hennepin County. In the event any provisions 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 25 - LEAVE BENEFITS AND WORKERS' COMPENSATION BENEFITS**

**Section 1.** Any employee who by reason of sickness or injury receives workers' compensation benefits shall receive from Hennepin County Medical Center any earned benefit from the accumulated sick leave, vacation leave, or other accumulated leave time in addition to workers' compensation benefits, but the total weekly compensation including leave and workers' compensation benefits shall not exceed the weekly base pay rate of the employee.

**Section 2.** If an employee elects to make voluntary repayment to the Public Employees Retirement Association (PERA) for reduced salary during a period of workers' compensation, subject to the requirements set forth in Minnesota State Statutes section 353.0162, and upon written notice to the EMPLOYER, the EMPLOYER shall make repayment of the appropriate EMPLOYER contributions for the salary period identified. The contribution amounts including interest shall be determined by PERA.

**ARTICLE 26 - COURT DUTY**

**Section 1.** Employees subpoenaed as witnesses in cases arising from the performance of their official duties or called and selected for jury duty shall receive their regular compensation and other benefits. Any travel reimbursement paid by the court may be retained by the employee. If an employee is excused from court 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.** Employees who are subpoenaed to testify in court during off-duty hours in a case relating to the performance of their official duties for the EMPLOYER shall receive their base pay rate for such time as is necessary to provide the required testimony but not less than two (2) hours, subject to the provisions in this AGREEMENT relating to qualification for overtime premium.

Employees receiving compensation under the provisions of this section may retain court provided expense allowances.

**ARTICLE 27 - CLOTHING ALLOWANCE**

**Section 1.** Newly hired employees shall be provided uniform sets of the quantity, type and style prescribed by the EMPLOYER.

**Section 2.** Effective January 1, 2011, each employee after having completed one year of service shall be allocated \$ 500 per year clothing allowance. Expenditure for such allowance shall be made only upon the employee's presentation of the item of clothing to be replaced or presentation of other evidence acceptable to the EMPLOYER and authorization from the EMPLOYER to the vendor designated by the EMPLOYER, for actual repair or replacement expenditure. If in any one year any employee does not qualify for the full clothing allowance allocation in accordance with the conditions herein specified, the balance of the unused allocation may be carried over to the succeeding year provided that any clothing allowance balance for any one employee shall not exceed \$ 650 in any calendar year. The uniform shall be worn only when performing official duty as directed by the EMPLOYER or upon such special occasions as the EMPLOYER may authorize. Employees shall wear and maintain the uniform as specified by the EMPLOYER. Upon termination of employment, uniform clothing including badges and caduceus equivalent in quality to the original issue shall be returned to the EMPLOYER.

**Section 3.** In addition to the conditions outlined in Section 2, above, any employee who terminates his/her employment shall return all items having department insignia or patches and other items as requested. Further provided that an employee who has given notice of intent to terminate will not be allowed to purchase additional equipment or pick up an ordered item.

**Section 4.** Employees may initially purchase one (1) complete body armor with funds available as follows:

- A. The cost shall be paid by the EMPLOYER to a maximum contribution of \$1,000.00 dollars. The employee may pay the remainder or use their uniform allowance as noted below. Employees may purchase body armor once every five (5) years and the vest must have a ballistic rating of level 2 or level 3A, or greater.
- B. The purchase of replacement body armor shall be approved by the EMPLOYER as identified above, provided the manufacturer's expiration date has passed.
- C. The Employee may use their uniform allowance to purchase body armor.
- D. The Employer will provide at no cost, one external body armor carrier. The carrier shall be the same appearance of the uniform shirt. Purchases of the external body armor carrier are limited to once every five (5) years.

The UNION may, at its discretion, agree to contribute toward the employee’s cost in purchasing the body armor, or solicit contributions from the business community or fraternal organizations toward the employee’s cost. If body armor purchased is rendered unusable due to an act of violence, such body armor shall be replaced by the EMPLOYER.

**ARTICLE 28 - STABILITY ADJUSTMENTS / SHARING SUCCESS**

**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.

**Section 2.** When a permanent employee has completed five (5) years (10,400 regular hours) or more calendar years of full time service as of December 1, a bonus payment will be determined. The bonus will be calculated based on the Employees actual hours worked the previous six (6) months, including scheduled time off or Employees authorized hours, whichever is greater. Credit, may also be given for prior service with the EMPLOYER provided the EMPLOYER has reinstated the employee within five (5) years of his/her separation with the EMPLOYER.

Stability pay will be computed with the following schedule:

Calendar Years	Prorated for FTE Status
5	\$400
6	\$480
7	\$560
8	\$640
9	\$720
10	\$800
11	\$850
12	\$900
13	\$950
14	\$1,000
15	\$1,050
16	\$1,100
17	\$1,150
18 and Over	\$1,200

Such stability payment shall be paid in a lump sum on a December payroll. Any employee upon retiring from Hennepin County Medical Center will 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 worked during the calendar year in which such employee retired. Stability pay will also be paid to survivors in the case of death while the individual is an employee of the EMPLOYER. Such payment shall be prorated on the number of full months worked during the calendar year in which death occurred.

**Section 3.** Employees hired after January 1, 2009 will be eligible to participate in the Sharing Success program under the terms of the programs as provided and modified by the Employer from time to time. The first payout would be in May 2013 if the Sharing Success plan has a payout in 2013.

**ARTICLE 29- FITNESS FOR EMPLOYMENT**

**Section 1.** Employees shall be required to undergo physical and/or mental evaluations and furnish a report from the 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.

**Section 2.** An employee who has been off duty due to a disabling injury or illness who is not yet fit to perform the same work performed at the time of disability, but is fit and otherwise qualified to perform alternate work the EMPLOYER has available in the Hennepin County Medical Center Emergency Medical Services Department shall return to duty and perform such alternate (limited duty) work. Such return to duty is subject to qualification requirements of the class of work to be performed, Section I of this Article, and approval by the EMPLOYER's "Employee Health Service." When the EMPLOYER reassigns a regular duty employee as a means to make work available for limited duty employees, the least senior permanent employee will normally be first reassigned, subject to the provisions in Article 37 (Light Duty Assignments).

**ARTICLE 30 – DISCIPLINE**

**Section 1.** The EMPLOYER will discipline employees only for just cause, provided probationary employees may be discharged or reduced without right of appeal. Discipline is to be administered uniformly and consistently when circumstances giving rise to the need for discipline are the same or substantially the same.

**Section 2.** Discipline for lesser (minor) offenses is to be applied progressively, normally using the following sequential steps:

- A. Verbal reprimand
- B. Written reprimand
- C. Suspension
- D. Dismissal or disciplinary demotion

**Section 3.** Any act which the EMPLOYER deems to be in the nature of gross misconduct shall constitute cause for immediate disciplinary suspension and discharge.

**Section 4.** If the EMPLOYER has the reason to take corrective action with an employee, it will not be done in the presence of other employees or the public, except in extraordinary circumstances.

**Section 5.** Disciplinary actions involving written warnings, disciplinary suspensions, disciplinary demotions, or discharges of permanent Employees are appealable up to and through the arbitration step of the grievance procedure contained in this AGREEMENT.

**Section 6.** The EMPLOYER and UNION shall make available to each other all information and evidence that will be used to support a disciplinary action or defense against such action no later than the Step 2 meeting of the grievance procedure.

**Section 7.**

- 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 verbal reprimands shall be entered into the employee's personnel record. All disciplinary entries in the personnel office record shall normally state the corrective action expected of the employee.

B. An employee who is disciplined pursuant to Section 2 above shall be furnished with a copy of notice of such disciplinary action. At the written request of the Employee, a copy will also be provided to the UNION.

C. Upon written request of the employee, a written reprimand shall be removed from the employee's official 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. Items removed from the personnel file will be retained as appropriate in accordance with the Data Practices Act, but such items will not be used in subsequent disciplinary action.

#### **Section 8 - UNION REPRESENTATION**

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 9.** Disciplinary action shall be taken in a timely manner.

**Section 10.** The EMPLOYER may place an employee on Administrative Leave during the investigation of a disciplinary action. The employee will be placed on compensated leave while on Administrative Leave.

#### **ARTICLE 31 - MEET AND CONFER**

**Section 1.** The EMPLOYER shall notify the UNION in writing in advance of implementation of a substantial change planned by the EMPLOYER in the duties and responsibilities of the job classes covered by this AGREEMENT. Such notice shall be for the purpose of affording the UNION an opportunity to meet and confer with the EMPLOYER regarding the planned changes.

**Section 2.** Upon request of either party, the EMPLOYER and UNION agree that the EMPLOYER and not more than four (4) representatives of the UNION will meet and confer each month relative to health, safety, and such other matters the parties may mutually agree to discuss.

#### **ARTICLE 32 - EMERGENCY MEDICAL SERVICES DEPARTMENT POLICY BOOK**

**Section 1.** All formal departmental policies shall be set forth in writing, each policy clearly labeled as such, and contained in a single "Department Policy Book" in an electronic format that is available to every employee.

**Section 2.** A committee of up to six (6) UNION representatives shall meet and confer periodically with the EMPLOYER for the purpose of reviewing existing departmental policies and their application, to discuss and recommend proposed changes, additions or deletions to the existing set of departmental policies. The committee shall not issue policy but only make recommendations to the department head.

**Section 3.** Written notice shall be provided to the UNION not less than fourteen (14) days prior to any change, addition or deletion to the existing set of department policies. Such notice shall include an exact copy of the proposed policy change.

**Section 4.** Copies of changed policy will be made available to employees electronically to enable them to maintain an updated "Department Policy Book."

**ARTICLE 33- CERTIFICATION REQUIREMENTS**

**Section 1.** The EMPLOYER and UNION recognize the Minnesota Emergency Medical Services Regulatory Board as the certifying agent for Basic Life Support/Advanced Life Support Attendants pursuant to existing laws, rules and regulations and duly enacted amendments thereto.

**Section 2.** If the EMPLOYER, as a condition of continued employment, requires employees to acquire a certification standard, which exceeds that pursuant to State Law or Statute, the EMPLOYER shall provide the initial basic training necessary for employees to obtain the information required by such certification standard. If, in order to acquire such standard, employees must participate in an examination for which a fee is required, the EMPLOYER shall pay the fee for the first admission.

**Section 3.** Upon the expiration of an employee's certification, the employee will be given three (3) business days unpaid leave to fulfill their certification requirements. If the employee is unable to fulfill the certification requirements during that time, disciplinary action will be taken.

**ARTICLE 34 - 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 workweek as it contributes to full time permanent employees.

**Section 2.** If during any calendar year falling within the duration of this AGREEMENT, Paramedic-Ambulance work covered by this AGREEMENT is assigned to Paramedics employed on an intermittent basis in excess of 3000 hours per calendar year, either party may cause this AGREEMENT to be re-opened to negotiate on the impact that such excess has on the economic terms and conditions of employment for bargaining unit members. The EMPLOYER shall provide, upon the request of the UNION, a monthly report each month showing the total number of hours when intermittent employees were used and where, because of the availability of intermittent employees, regular employee time-off requests are approved. The parties agree to meet on or about June of each year to review the use of intermittent employees and how this arrangement has worked. The parties may also meet for this purpose at such additional times as is mutually agreeable.

**Section 2a.** Intermittent workers may be used in any situation where assignment of a bargaining unit employee would need to be mandated when available.

**Section 3.** Paramedics who are in other exempt positions at Hennepin County Medical Center may be hired as intermittent employees. These exempt employees are permitted by law to work up to 20% of their scheduled hours in a secondary job class. These intermittent employees are intended to work 50% of their total intermittent shifts for the permanent paramedics whose time off requests have been denied before working to cover open shifts for the department. Employees are not authorized to call exempted employees for replacement shifts.



**ARTICLE 35 - PROHIBITED HARASSMENT AND DISCRIMINATION**

In accordance with applicable city, state and federal law, all provisions of this AGREEMENT will be applied equally by the EMPLOYER and the UNION to all employees without discrimination based on race, color, creed, religion, age, gender, national origin, sexual orientation, disability, marital status, public assistance status, criminal record or any other protected status. In the event that any of the pertinent anti-discrimination 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 will 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.

1. Harassment is defined as any unwelcome verbal, physical, or visual conduct (including written and electronic communications) that tends to belittle or provoke, and includes jokes, gestures and derogatory remarks on the basis of race, color, creed, religion, age, gender, national origin, sexual orientation, disability, marital status, public assistance status or any other protected class status.
2. Sexual harassment includes any unwelcome sexual advance, request for sexual favors or other verbal or physical conduct of sexual nature, including sexual jokes, sexual innuendoes, obscenities and the display of sexually suggestive photographs when:
  - a. Submission to unwelcome conduct or communication is made either as an express or implied condition of employment, or
  - b. Submission to or rejection of unwelcome conduct or communication used a factor affecting that individual's employment, or
  - c. The unwelcome conduct or communication that substantially interferes with the employee's employment or creates an intimidating, hostile or offensive work environment.

**Reporting Process**

1. It is important for employees to immediately report suspected instances of prohibited discrimination or harassment, including sexual harassment. If an employee feels that he or she has been or is being discriminated against or harassed, or if an employee believes that another individual has been or is being subjected to discrimination or harassment, he or she needs to immediately report this to the duty supervisor, manager, or Human Resources.
2. If a complaint of harassment is being made against the employee's immediate supervisor, the employee should report the complaint directly to Human Resources or any department director or manager.

**Investigation Process**

1. Hennepin County Medical Center will promptly investigate allegations of discrimination or harassment as appropriate and take any other action as appropriate.
2. Any individual found to have violated this policy, including its anti-retaliation provisions, will be subject to corrective action up to progressive discipline and including termination.

**Retaliation**

1. Hennepin County Medical Center will not tolerate retaliation against an employee who makes a good faith report of discrimination or harassment, or who cooperates with those persons investigating the allegation of discrimination or harassment, regardless of the outcome of the investigation.
2. Hennepin County Medical Center will take immediate corrective action against an individual who threatens or engages in such retaliation.

**False Accusations**

1. Hennepin County Medical Center will not tolerate false accusations of discrimination or harassment.
2. Employees making false claims that are intended to harass or embarrass others may be subject to corrective action, up to and including termination.

**ARTICLE 36 – CHEMICAL DEPENDENCY AND TESTING**

The EMPLOYER and the UNION are committed to a belief that early recognition and intervention of a chemical abuse and dependency are in the best personal and professional interest of the Employee, the EMPLOYER and the public.

**Section 1 - Chemical dependency, disclosure and evaluation:**

An EMPLOYEE is encouraged to voluntarily disclose an excessive use of alcohol and/or illegal drugs before being confronted, tested, or otherwise involved in drug- and or alcohol-related discipline or proceedings. An individual who does so will be granted the needed time off for treatment, rehabilitation, or counseling in accordance with the current AGREEMENT. A disclosure by the EMPLOYEE that a member is chemically dependent will not be used as a sole basis for discipline. If the EMPLOYER has reasonable cause to believe that an EMPLOYEE is chemically dependent or the EMPLOYER has documentation of counseling the EMPLOYEE regarding the previous behavior patterns, the EMPLOYER may refer the EMPLOYEE to the Medical Center Employee Assistance Program. The EMPLOYEE may, in the alternative, elect to secure a required evaluation by a professional qualified in chemical dependency of the Employee's choice.

**Section 2 - Reasonable Suspicion Testing**

In instances of reasonable suspicion testing, the parties agree to provide up to twenty (20) minutes for an employee to get a UNION representative if they so request. Understanding the testing procedure will continue during this period. The UNION reserves the right to raise concerns in instances of reasonable suspicion testing. Failure to provide such a twenty (20) minute period shall be grievable under the AGREEMENT.

**Section 3 - Drug and Alcohol Testing Procedures:**

**PART 1: EMPLOYEE CODE OF CONDUCT AND BUSINESS ETHICS**

**A. Policy**

1. HCMC prohibits the manufacture, consumption, use, possession, theft, transfer, distribution and sale of alcohol and illegal drugs while working on premises owned or operated by HCMC and while operating any HCMC equipment, vehicle or machinery. HCMC also prohibits reporting for work and working anywhere on behalf of HCMC under the influence of alcohol or illegal drugs.
2. The use and possession of properly administered prescription drugs or medication is permitted, provided that the effect of these drugs does not interfere with the employee's job performance or pose a direct threat to the health or safety of the employee, co-employees or patients.
3. Employees are encouraged to voluntarily disclose the excessive use of alcohol and/or the use of illegal drugs before being confronted, tested, or otherwise involved in drug and/or alcohol related corrective action or proceedings. An individual who does so may be granted time off for

treatment, rehabilitation, or counseling. The Employee Assistance Program is also available to help employees with these (and other) issues.

4. The only exception to this policy is the responsible use of alcohol at official sponsored social or business events at which alcoholic beverages are served.

#### **B. Definition**

“Illegal Drugs” means controlled substances, and includes prescription medications which contain a controlled substance and which are used in a manner or by a person for which they are not prescribed or intended.

#### **C. Pre-employment and Drug Testing**

HCMC reserves the right to require drug and alcohol testing based upon reasonable suspicion. In addition, HCMC may require pre-employment testing for safety sensitive positions. For more information, please refer to Pre-employment

### **PART 2: EMPLOYEES CODE OF CONDUCT AND BUSINESS ETHICS**

#### **A. Policy**

HCMC prohibits the use, possession, transfer, and sale of alcohol and/or illegal drugs, while working, while on all premises owned and operated by HCMC, and/or while operating any HCMC vehicle, machinery or equipment. HCMC also prohibits reporting for work and working anywhere on behalf of HCMC under the influence of alcohol and/or illegal drugs.

“Illegal drugs” means controlled substances, and includes prescription medications which contain a controlled substance and which are used in a manner or by a person for which they are not prescribed or intended.

#### **B. Scope**

This policy applies to employees of HCMC and its subsidiaries, except those employees subject to mandatory drug testing by federal law or regulation. Except for the possession, sale or transfer of illegal drugs, this policy does not apply to off duty employees while on HCMC premises solely for the purpose of receiving medical treatment or visiting a person who is receiving treatment.

#### **C. Grounds for Testing**

Testing will be requested or required only under the circumstances described below. All tests are conducted by a laboratory certified in accordance with state law. No tests will be conducted by a testing laboratory owned and operated by HCMC. The laboratory will notify HCMC only of the presence or absence of alcohol, illegal drugs, or their metabolites in the sample tested.

#### **D. Reasonable Suspicion**

An employee may be requested or required to undergo a drug and/or alcohol test if there is a reasonable suspicion that the employee:

1. Is under the influence of alcohol and/or illegal drugs;
2. Has violated the Policy statement in Section A above;
3. Has sustained a personal injury arising out of and in the course of employment;
4. Has caused a patient or another employee to sustain a personal injury arising out of and in the course of employment;
5. Has caused a work related accident; Or

6. Has operated or helped operate machinery, equipment or vehicles involved in a work related accident.
7. An EMPLOYER may not request or require an employee to undergo drug and alcohol testing on an arbitrary or capricious basis (Minnesota Statutes Section 181.951, subd. 1(c)).

#### **E. Treatment Program Testing**

An employee may be requested or required to undergo drug and/or alcohol testing if the employee has been referred by HCMC for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under the employee benefit plan. The employee may be requested or required to undergo drug and/or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

#### **F. Notification**

Before requesting or requiring an employee to undergo drug and/or alcohol testing, HCMC will provide the employee with a copy of this policy and provide the employee with a reasonable opportunity to read the policy.

#### **G. Right to Refuse to Undergo Drug and/or Alcohol Testing and Consequences Thereof**

An employee has the right to refuse to undergo drug and/or alcohol testing. An employee who refuses to be tested or whose behavior prevents meaningful completion of drug and/or alcohol testing may be terminated. If an employee refuses to undergo drug and/or alcohol testing, no test will be administered.

#### **H. Rights of Employee to Explain Test Results and Request a Retest**

1. The testing laboratory will provide a written report indicating the drugs, alcohol, or metabolites tested for, along with the test results. The report should be sent to the Human Resources Department within three working days following a positive confirmatory test or a negative initial test.
2. Within the three working days following the receipt of the written report of the test results from the testing laboratory, the Human Resources Department will inform the employee in writing of the following:
  - a. A negative test result on an initial screening or a positive test result that has been verified by a confirmatory test;
  - b. The right to request and receive a copy of the test results report;
  - c. The right to request, within five working days after a notice of a positive test result, a second confirmatory test of the original sample at the employee's expense at the original testing laboratory or another licensed test laboratory;
  - d. The right to submit further information to the Medical Review Officer within three working days after notice of a positive test result to explain that result, including but not limited to information regarding any over-the-counter or prescription medications that may have affected the result;
  - e. The right of an employee who has been suspended without pay to be reinstated with back pay if the outcome of the initial test, confirmatory or employee requested confirmatory retest is negative and other rights of Minnesota Statutes Section 181.953, subdivision 10;

f. The right of an employee who has made a timely request for a confirmatory retest to suffer no adverse employment action if the confirmatory retest does not confirm the result of the original confirmatory test.

g. Minnesota Statutes Section 181.953, subdivision 6, “**Rights of employees**”, is as follows:

(a) Before requesting an employee to undergo drug or alcohol testing, an employer shall provide the employee or with a form, developed by the employer, on which to acknowledge that the employee or has seen the employer’s drug and alcohol testing policy.

(b) If an employee tests positive for drug use, the employee must be given written notice of the right to explain the positive test and the employer may request that the employee indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

(c) Within three working days after notice of a positive test result on a confirmatory test, the employee may submit information to the employer, in addition to any information already submitted under paragraph (b), to explain that result, or may request a confirmatory retest of the original sample at the employee’s own expense as provided under subdivision 9.

h. Minnesota Statutes Section 181.953, subdivision 10, “**Limitations on employee discharge, discipline, or discrimination**”, is as follows:

(a) An employer may not discharge, discipline, discriminate against, or request or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

(b) In addition to the limitation under paragraph (a), an employer may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the employer unless the following conditions have been met:

(1) the employer has first given the employee an opportunity to participate in, at the employee’s own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the employer after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

(2) the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

(c) Notwithstanding paragraph (a), an employer may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of confirmatory test and, if requested, the confirmatory retest, provided the employer believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or public. An employee who has been suspended without pay must be reinstated

with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

(d) An employer may not discharge, discipline, discriminate against, or request or require rehabilitation of an employee on the basis of medical history information revealed to the employer pursuant to subdivision 6 unless the employee was under an affirmative duty to provide the information before, upon, or after hire.

(e) An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

### **I. Actions in Case of Positive Result**

If the initial result on the drug and/or alcohol test is positive, the sample which was tested will be subject to a confirmatory test. No employee will receive corrective action or be terminated, discriminated against, or requested or required to undergo rehabilitation solely on the basis of an initial test result which is positive. If the confirmatory test result is also positive, the employee may be subject to corrective action, up to and including termination in accordance with the following:

1. **First Positive Test Result on Confirmatory Test:** An employee will not be terminated based on a first time positive result on a confirmatory test for drugs and/or alcohol requested or required by HCMC unless he or she has been given the opportunity to participate in a drug or alcohol counseling or rehabilitation program and has refused to participate or has failed to successfully complete the counseling program as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
2. An employee testing positive may be referred for an evaluation, and required to comply with any recommended treatment, and subject to testing without notice, all in accordance with Section E above.

3. **Subsequent Positive Test on Confirmatory Test:** An employee who receives a positive result on a confirmatory test for drugs and/or alcohol requested or required by HCMC and who has previously received a positive result on a confirmatory test for drugs and/or alcohol requested or required by HCMC may be terminated.

4. Minnesota Statutes Section 181.953, subdivision 7, is as follows:

**Notice of test results** - Within three working days after receipt of a test result report from the testing laboratory, an employer shall inform in writing an employee or who has undergone drug or alcohol testing of

(1) a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test and

(2) the right provided in subdivision 8. In the case of a positive test result on a confirmatory test, the employee shall also, at the time of this notice, inform the employee or in writing of the rights provided in subdivisions 6, paragraph (b), 9, and either subdivision 10 or 11, whichever applies.

5. Minnesota Statutes Section 181.953, subdivision 8 is as follows:

**Right to test result report.** An employee has the right to request and receive from the employer a copy of the test result report on any drug or alcohol test.

6. Minnesota Statutes Section 181.953, subdivision 9, is as follows:

**Confirmatory retests.** An employee may request a confirmatory retest of the original sample at the employee's own expense after notice of a positive test result on a confirmatory test. Within five working days after notice of the confirmatory test result, the employee shall notify the employer in writing of the employee's intention to obtain a confirmatory retest. Within three working days after receipt of the notice, the employer shall notify the original testing laboratory that the employee has requested the laboratory to conduct the confirmatory retest or transfer the sample to another laboratory licensed under subdivision 1 to conduct the confirmatory retest. The original retesting laboratory shall ensure that the chain-of-custody procedures in subdivision 3 are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee.

#### J. Confidentiality

The fact that an employee has been requested or required to take a drug and/or alcohol test, the results of the test, and other information acquired in the drug and/or alcohol testing process will be treated in a manner consistent with HCMC's treatment of other private information concerning employees. This information may not be disclosed by HCMC to individuals inside or outside of HCMC without the employee's consent, except for those who need to know this information to perform their job functions and as permitted or required by law or regulation. Evidence of a positive test result on a confirmatory test may be used in an arbitration proceeding pursuant to a collective bargaining AGREEMENT, an administrative hearing, or a judicial proceeding.

Minnesota Statutes Section 181.954, **PRIVACY, CONFIDENTIALITY, AND PRIVILEGE SAFEGUARDS**, is as follows:

Subdivision 1. **Privacy limitations.** A laboratory may only disclose to the employer test result data regarding the presence or absence of drugs, alcohol, or their metabolites in a sample tested.

Subdivision 2. **Confidentiality limitations.** Test result reports and other information acquired in the drug or alcohol testing process are, with respect to private sector employees, private and confidential information, and, with respect to public sector employees, private data on individuals as that phrase is defined in chapter 13, and may not be disclosed by an employer or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee.

Subdivision 3. **Exceptions to privacy and confidentiality disclosure limitations.** Notwithstanding subdivisions 1 and 2, evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining AGREEMENT, an administrative hearing under chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation, or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

Subdivision 4. **Privilege.** Positive test results from an employer drug or alcohol testing program may not be used as evidence in a criminal action against the employee applicant tested.

#### K. Remedies

Minnesota Statutes Section 181.956, **Remedies**, is as follows:

Subdivision 1. **Exhaustion.** An employee or collective bargaining agent may bring an action under this section only after first exhausting all applicable grievance procedures and arbitration proceeding requirements under a collective bargaining AGREEMENT; provided that, an employee's right to bring an action under this section is not affected by a decision of a collective bargaining agent not to pursue a grievance.

Subdivision 2. **Damages.** In addition to any other remedies provided by law, an employer or laboratory that violates sections 181.950 to 181.954 is liable to an employee injured by the violation in a civil action for any damages allowable at law. If a violation is found and damages awarded, the court may also award reasonable attorney fees for a cause of action

based on a violation of sections 181.950 to 181.954 if the court finds that the employer knowingly or recklessly violated sections 181.950 to 181.954.

Subdivision 3. **Injunctive relief.** An employee, a state, county, or city attorney, or a collective bargaining agent who fairly and adequately represents the interests of the protected class has standing to bring an action for injunctive relief requesting the district court to enjoin an employer or laboratory that commits or proposes to commit an act in violation of sections 181.950 to 181.954.

Subdivision 4. **Other equitable relief.** Upon finding a violation of sections 181.950 to 181.954, or as part of injunctive relief granted under subdivision 3, a court may, in its discretion, grant any other equitable relief it considers appropriate, including ordering the injured employee reinstated with back pay.

Subdivision 5. **Retaliation prohibited.** An employer may not retaliate against an employee for asserting rights and remedies provided in sections 181.950 to 181.954.

#### **ARTICLE 37 –LIGHT-DUTY WORK ASSIGNMENT**

**Section 1.** The purpose of this article is to set forth the procedure by which employees will be afforded a light duty work assignment. Employees who sustained a work-related injury will be provided a light-duty work assignment. In addition, employees who are unable to perform job duties due to pregnancy shall be offered a light-duty work assignment.

**Section 2.** Light duty work assignments will be available for employees who incur an injury on duty. Light duty work assignments, work days and work hours will be made at the discretion of the department manager dependent on the physician's written work restrictions; i.e. lifting, bending, stooping, driving, number of hours to work, etc. An attempt will be made to schedule employees as closely as possible to their regular work schedules.

Employees who work overtime in a work week, not in excess of a designated work shift, and incur an injury on duty, have the option to utilize PTO, vacation, holiday or deferred holiday hours in lieu of sick leave for that work week.

Light duty work may be available for injury on duty and for employees that are pregnant as outlined below:

A. An employee who is pregnant must request a light duty assignment in writing.

B. The employee must provide a written return to work from their personal physician which clearly outlines the work limitations.



C. Light duty employees will use their holiday on the designated holiday except as approved by management.

D. Light duty work assignments may conflict with Long Term Disability eligibility provisions and the employee is advised to explore those provisions.

**ARTICLE 38 – GUARANTEED TIME OFF**

**Section 1.** The purpose of this article is to set forth the procedure by which employees may be afforded guaranteed time off, that is, the ability to utilize existing vacation, PTO or deferred holiday time for a scheduled shift. The procedure shall be as following:

A. Each January the department manager will prepare a list of eligible employees who have used three (3) or fewer shifts of unscheduled/unapproved absence in the prior calendar year.

B. Guaranteed time off for the current calendar year will be based on the previous calendar year's unplanned absences.

C. If the employee has used 1-2 shifts of unscheduled/unapproved absence in the prior calendar year he/she shall be entitled to 2 shifts of guaranteed time off.

D. If the employee has used 0 shifts of unscheduled/unapproved absence in the prior calendar year he/she shall be entitled to 3 shifts of guaranteed time off.

E. The Employee must provide management with a request 48 hours prior to the shift's starting time.

F. Request will be granted one person per shift on a first-come, first-granted basis.

G. Requests for use of this time off will not be granted on holidays and between Christmas and New Years' Day. Certain events may necessitate restrictions on the use of guaranteed time off. The UNION will be notified at the earliest possible date of such intended restricted dates.

H. Guaranteed time off requests shall not carryover from one calendar year to another calendar year.

I. Sick leave use for an Injury on Duty (IOD) shall be excluded from shifts calculated to qualify for guaranteed time off. No other sick leave uses shall be excluded from this consideration.

J. Data collection will be on-going for length of this contract and evaluation will occur prior to next contract negotiations.

**ARTICLE 39 – CONTINUING EDUCATION**

**Section 1.** The parties agree that the EMPLOYER no longer compensates employees for attending continuing education curriculum requirements, as determined by State, Federal, or National Registry curriculum standards.

The EMPLOYER agrees to continue to track CEU's on its data base. However, it will continue to be the employee's responsibility to prove to the State or other authorities that the employee has, in fact, completed the CEU requirements if a discrepancy with the State or other authorities exists.

**Section 2.** Mandatory education shall be authorized by the EMPLOYER as compensated time. All mandatory training requires an E-mail or Notice prior to the training. Prior to the mandatory training, the employee shall sign-up for the required class. Failure to sign-up for the training shall result in the employee being assigned to a specific meeting by management. The employee is responsible for scheduling his/her self into a make-up session.

Examples of EMPLOYER-required courses for which the EMPLOYER would continue to provide compensation (not CEU-based curriculum):

Annual Department Practical's  
Annual Required Training (ART)  
Driving School  
System Medical Protocol Revisions

**Section 3.** The EMPLOYER agrees to provide continuing education opportunities. Internal education programs will be based on standard core curriculum.

**Section 4.** The Joint Labor Management Committee agrees to meet on continuing education opportunities on an annual basis. Such Committee activity shall include the number of EMT– P practical's hours scheduled for the first calendar quarter of each year.

**Section 5.** While on duty, employees may attend portions of continuing education or training (i.e. stabilization room conference) without requesting leave. However, in such instances the approval of the EMS supervisor must first be granted, the employee shall be subject to call or immediate reassignment.

**Section 6.** Effective January 2020, an Employee working 0.5 FTE or above may use up to three hundred fifty (\$350) per calendar year for job related education approved by the Employer.

#### **ARTICLE 40 – DEFERRED HOLIDAY PAYOUT**

**Section 1.** During November of each calendar year the EMPLOYER will pay each employee for up to eighty-eight (88) hours of deferred holiday hours in excess of forty (40) hours. Payroll code for the deferred holiday will not be substituted for the vacation code without the expressed authorization of the Employee. At the discretion of the department manager, Employees who can demonstrate an unexpected financial hardship may request payment of their deferred holiday balance.

#### **ARTICLE 41 – JOINT LABOR & MANAGEMENT COMMITTEE**

**Section 1.** The purpose of this committee shall be to discuss issues of mutual interest in order to maintain a harmonious working relationship between the Employees, the EMPLOYER, and the UNION.

**Section 2.** A joint Labor Management Committee shall be established consisting of an appropriate number of representatives of the UNION and the EMPLOYER, not to exceed seven members per side. The UNION shall select the UNION representatives.

**Section 3.** The Committee shall meet monthly or at a different frequency, dependent upon the agreement of the parties. Agendas will be prepared for review by the Committee members prior to each meeting.

**Section 4.** The Committee shall have authority to provide input into matters related to but not limited to staffing, professional EMS practices, policy, training, safety, scheduling and business performance.

**ARTICLE 42 – MILITARY SERVICE PAY**

**Section 1.** Employees called to active military duty on or after May 29, 2003, are eligible to receive the difference between their medical Center Salary and basic military pay. The differential is payable if the Employees basic military pay is less than what he/she would have received in the regular Medical Center salary. The following conditions apply:

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

(See Attachment A)

**ARTICLE 43 – MILITARY SERVICE HEALTH INSURANCE MATCH**

**Section 1.** Employees who are called to active duty on or after May 29, 2003, are eligible to continue their Medical Center-sponsored health coverage with the Medical Center contribution toward either the employees individual or dependent group hospitalization and insurance coverage as provided by the EMPLOYER as though they are actively working for up to four (4) years. (See Attachment A)

**ARTICLE 44 - RETIREE HEALTH PREMIUM SUBSIDY**

Section 1: Eligibility

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

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

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

- a. The employee has at least 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 retirement as of January 1, 2011 and is between the ages of 62 and 65 at the time of a PERA eligible 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 or later. Such contributions will continue until the employee discontinues coverage under the plan, or through the end of the month in which the retiree turns age 65, whichever is sooner. That rate will be equal to the amount that the Medical Center is contributing for active employees who carry single (employee-only) coverage at the time of the employee's retirement. The fixed dollar amount the Medical Center will contribute will remain the same for the duration of this benefit, and future health insurance premium increases will be paid by the retiree.

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

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

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

#### **Article 45 - Field and Communication Training Officer Program**

The Employer and the UNION shall meet and confer regarding the development of a Field / Communication Training Officer Program. The employer recognizes the obligation to negotiate any changes in the compensation necessitated by implementation of this new program.

- A. The Field Training Officer (FTO) and Communications Training Officer (CTO) are functional designations and selected by Management for purposes of orientating, training, and remediating Hennepin EMS personnel and supporting employee development initiatives as designated by Management.
- B. FTOs and CTOs may be required to attend additional education in support of their functional assignments, as approved by Management and the EMS Medical Director, and to support EMS Emergency and Critical Care Education programs, when assigned.
- C. The number of designated personnel, resource utilization, and work assignments will be determined by EMS Management.
- D. FTOs and CTOs remain represented members of the Union, for which terms and conditions of employment will be negotiated and will not have supervisory or managerial authority over any other employee.

- E. The FTO and CTO are subject to the Medical Center and Department policies and procedures.
- F. The FTO and CTO designation may be removed, and the employee designation rescinded, based on an annual resource review or cause; however, such action, not associated with discipline, is not subject to the grievance procedure. Discipline associated with a violation of policy or cause, including personal conduct, may be subject to the standards of discipline and its processes as defined herein.

**ARTICLE 46 - TERM OF AGREEMENT**

This AGREEMENT shall be in full force and effect from January 1, 2020 through December 31, 2022, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, per Minnesota Statute 179A.14, prior to the anniversary date that it desires to modify or terminate this AGREEMENT. In witness thereof, the parties have caused this AGREEMENT to be executed this \_\_\_ day of \_\_\_\_\_.

For **HENNEPIN COUNTY MEDICAL CENTER**

For **HENNEPIN COUNTY ASSOCIATION OF  
PARAMEDICS AND EMT'S**

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

\_\_\_\_\_  
Shane Stevens, President

\_\_\_\_\_  
Maria Mason  
Principal Partner Labor Relations

\_\_\_\_\_  
Chad Durand, Vice President

**Attachment A - Improved Benefits for Military Reservists Called to Active Duty**

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

Signed on October 8, 2003

William P. Peters  
Labor Relations Director  
For Hennepin County

Union Business Representative  
For HCAPE

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

**SALARY DIFFERENTIAL**

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

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

**EXTENDED EMPLOYER-PAID HEALTH COVERAGE**

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

**ATTACHMENT B - Payout options for conversion to PTO**

(Note – current employees hired on or before December 31, 2008, will have the option of remaining in the current vacation/sick time system.)

Option	Description
1 – 100% Conversion	Convert all accrued Sick Leave to a new Extended Medical Leave (EML) bank as of December 21, 2008.
2 – 15% or 25% Payout	Receive 15% or 25% of the Employees accumulated Sick Leave hours in cash at their current hourly pay rate on December 20, 2008. Remaining Sick Leave hours will be converted to the Extended Medical Leave bank.
3 – Up to 120 Hours Conversion	Convert 40, 80 or 120 hours of Sick Leave to Flex PTO hours. Remaining Sick Leave hours will be converted to the Extended Medical Leave bank.
4 – Multi-Choice Conversion	<p>The employee can choose to:</p> <ul style="list-style-type: none"> <li>• Receive 15% or 25% of their Sick Leave hours in cash at their current hourly pay rate and</li> <li>• Convert 40, 80 or 120 Sick Leave hours to Flex PTO hours.</li> <li>• Remaining Sick Leave hours will be converted to the new Extended Medical Leave bank.</li> </ul>

**Attachment C- Continuing Education**  
**ADDENDUM TO AGREEMENT BETWEEN**  
**HENNEPIN COUNTY**  
**AND**  
**HENNEPIN COUNTY ASSOCIATION OF PARAMEDICS AND EMT'S**  
**JANUARY 1, 2020 – DECEMBER 31, 2022**

The Employer agrees to continue to track CEU's on its data base. However, it will continue to be the employee's responsibility to prove to the State or other authorities that the employee has, in fact, completed the CEU requirements if a discrepancy with the State or other authorities exists.

**Examples of CEU-based certification curriculum for which the employee would not be compensated:**

**EMT – P**

***ACLS***

***PALS***

**BCLS**

**EMT – D**

**EMD – Q**

**EMD**

**EMT**

**BCLS**

Coursework necessary to maintain CEU-based certification.

**Mandatory education, SHALL be authorized by the Employer as compensated time. Examples of EMPLOYER-required courses for which the Employer would continue to provide compensation (not CEU-based curriculum):**

Annual Required Training (ART)

Driving School

System Medical Protocol Revisions

The employer agrees to provide continuing education opportunities. Internal education programs will be based on standard core curriculum.

**The parties agree to meet and confer on continuing education opportunities on an annual basis. Such meet and confer activity shall include the number of EMT– P practicals hours scheduled for the first calendar quarter of each year.**

**While on duty, employees may attend portions of continuing education or training (i.e. stabilization room conference) without requesting leave. However, in such instances the approval of the EMS supervisor must first be granted. Further, the employee shall be subject to call or immediate reassignment.**

Signed  
November 12, 2020

**HENNEPIN COUNTY**

\_\_\_\_\_  
Martin Scheerer

**HENNEPIN COUNTY ASSOCIATION OF  
PARAMEDICS AND E.M.T.'S**

\_\_\_\_\_  
Shane Stevens



**Attachment D- MEMORANDUM OF AGREEMENT**

The Employer, Hennepin County Medical Center (HCMC) and the Hennepin County Association of Paramedics and E.M.T.'s (HCAPE) hereby enter into this Memorandum of Agreement regarding employee health insurance benefits for the period of January 1, 2011 through December 31, 2011 and agree as follows:

**WHEREAS**, the parties participated in joint meetings to discuss employee health insurance benefits and costs; and

**WHEREAS**, HCMC communicated and provided relevant information and supporting documents to HCAPE, including but not limited to, the anticipated increase of premiums by approximately 9% for 2011 if no changes were made to the current employee health insurance plans, the plan to move to self funding of health insurance and Medica beginning January 1, 2011, comparisons of plan design and provider network modifications which would avoid the large premium increase, and an aggregate benefit analysis by Deloitte Consulting LLP dated, September 21, 2010; and

**NOW, THEREFORE**, the parties (HCMC and HCAPE) agree as follows:

1. Article 23, Section 1 of the current Labor Agreement (January 1, 2010 – December 31, 2011) will be amended and the health insurance language as outlined in the following addendum will be available to HCMC benefit eligible employees who are HCAPE members effective January 1, 2011 through the end of the current labor agreement.
2. HCAPE acknowledges they have been informed of the changes as provided under Article 23, Section 10, and will not challenge or contest these changes to plan modification or provider network.

**Attachment E- Employee List as of January 1, 2009**

ID	Last Start	ID	Last Start	ID	Last Start
3173	3/15/2004	7420	10/20/2008	1272	3/9/1992
4543	6/10/2007	5777	3/19/2007	945	7/9/1990
5301	8/31/1981	603	9/14/1987	712	10/24/1988
4071	1/23/2006	6494	1/22/2008	944	7/9/1990
3498	1/24/2005	3641	5/31/2005	6113	6/18/2007
1887	9/29/1997	1002	1/7/1991	5773	3/19/2007
2068	1/4/1999	604	9/14/1987	5318	2/22/1988
1856	7/7/1997	3358	8/23/2004	4873	8/4/1975
5302	3/28/1999	324	6/4/1984	10	1/31/2000
5772	3/19/2007	2057	11/16/1998	5224	8/25/1980
6493	1/22/2008	3058	7/21/2003	3571	10/15/2006
941	7/9/1990	6496	1/22/2008	1474	3/13/1995
5214	7/28/1980	1717	8/19/1996	2524	7/16/2001
5780	3/19/2007	614	9/28/1987	5131	10/21/1979
1888	9/29/1997	7421	10/20/2008	943	7/9/1990
3479	1/18/2005	1503	8/7/2005	5127	10/7/1979
4139	1/20/2008	1672	1/5/1998	606	9/14/1987
2626	2/11/2002	2847	8/5/2002	5771	3/19/2007
1238	7/30/2000	2634	1/7/2002	5782	3/19/2007
6959	6/2/2008	2005	7/20/1998	6962	6/2/2008
1270	3/9/1992	6111	6/18/2007	1854	10/15/2006
1938	12/9/2007	1657	12/11/1995	2843	8/5/2002
6089	6/18/2007	4	1/17/2000	2422	8/5/2002
1001	1/7/1991	5304	9/8/1981	4084	1/23/2006
2190	7/19/1999	1271	3/9/1992	2324	1/22/2001
4346	6/19/2006	523	12/22/1986	2368	3/19/2001
2187	7/19/1999	3843	8/15/2005	6958	6/2/2008
3159	3/15/2004	5781	3/19/2007	1805	3/3/1997
537	2/2/1987	2151	6/7/1999	5371	7/19/1982
5041	7/5/1978	2268	11/6/2000	7431	10/20/2008
7422	10/20/2008	353	11/26/1984	6961	6/2/2008
496	9/2/1986	5306	9/8/1981	2264	11/6/2000
5613	6/2/2008	6497	1/22/2008	2374	3/26/2001
366	2/19/1985	6960	6/2/2008	3176	3/15/2004
4641	10/16/2006	3884	9/19/2005	251	6/26/1983
5147	1/2/1980	2189	7/19/1999	5132	10/21/1979
2239	11/29/1999	518	12/1/1986		
3061	7/21/2003	942	7/9/1990		

**Attachment F- Benefits paid out upon termination (HCAPE employees earning vacation and sick leave)**

Employee length of service at time of severance	Deferred Holiday	Floating holiday	Sick leave/vacation	Vacation	Sick leave
<b>*8 full time equivalent years (16,640 hours) of service</b>	Yes	No	Yes subject to a Lifetime maximum payout of 800 hours of sick and vacation hours	See Sick leave/vacation	See Sick leave/vacation
<b>*Less than 8 full time equivalent years (16,640 hours) of service</b>	Yes	No	N/A	** Yes	No

**Benefits paid out upon termination (HCAPE employees Paid Time Off PTO)**

Employee length of service at time of severance	PTO	Extended medical Leave			
<b>*8 full time equivalent years (16,640hours) of service</b>	Yes	Yes, subject to a lifetime maximum of 800 hours			
<b>*Less than 8 full time equivalent years (16,640 hours) of service</b>	Yes	No			

\*payout reduced by 80 hours if employee does not provide 2 weeks' notice of voluntary termination

\*\* Under rare circumstances an employee who has received previous HCMC severance payout of vacation and sick leave would be subject to the lifetime maximum payout of 800 hours.