Agreement Between
HENNEPIN HEALTHCARE SYSTEM

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

Building Plant Operation Unit, Local #70 (CC)

January 1, 2018 – December 31, 2019
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ARTICLE 1 - PURPOSE OF AGREEMENT
This AGREEMENT, herein referred to as the AGREEMENT, is entered into between Hennepin County Medical Center, hereinafter called the EMPLOYER, and the International Union of Operating Engineers, Local No. 70, as identified in the Article herein titled "Recognition," hereinafter called the UNION. The parties hereto agree as follows:

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 or laws of the State of Minnesota.

ARTICLE 2 - RECOGNITION
Section 1. The EMPLOYER recognizes the UNION as the exclusive representative, under the Minnesota Public Employment Labor Relations Act (Minnesota Statute 179A.01, et. seq.) for a unit of EMPLOYEES, whose employment is fourteen (14) hours or more per week and more than sixty-seven (67) work days per year, performing skilled operation and maintenance of building mechanical equipment in the classification of Facilities Maintenance/Operations Engineer, excluding supervisory, confidential, temporary, and all other individuals in the employ of the EMPLOYER.

Section 2. The UNION recognizes the Human Resources Representative as designated by the Medical Center Chief Executive Officer 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 covering terms and conditions of employment or other matters made between the UNION and the EMPLOYER shall be binding upon the EMPLOYER unless the witnessed signature of the EMPLOYER'S designated representative is affixed thereon.

Section 3. The EMPLOYER, in accordance with the provisions of Minnesota Statutes 179.16, subd. 1, 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 conflicts with the terms and conditions set forth in this AGREEMENT, except through the certified representative.

Section 4. Disputes which may occur between the EMPLOYER and the UNION over the inclusion or exclusion of job classes, with respect to the bargaining unit identified in Section 1 of this article, may be referred to the Bureau of Mediation Services for determination in accordance with applicable statutory provisions. Determination by the Bureau of Mediation Services shall be subject to such review and determination as provided by statute and rules and regulations promulgated thereunder.

Section 5. If the EMPLOYER establishes new job classes within the bargaining unit identified in Section 1 of this article, both parties agree to negotiate on wages. However, it is understood that all other terms and conditions of this AGREEMENT will apply.
ARTICLE 3 - DEFINITIONS

Section 1. 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. **COMPENSATED PAYROLL STATUS**: Receipt of cash payment for scheduled time worked or for time on approved compensated leave.

C. **CURRENT**: Shall mean the present time period such as hour, day, month, year.

D. **DAYS**: Unless otherwise indicated means working days.

E. **DEPARTMENT**: An organizational unit of Hennepin County Medical Center.

F. **EMERGENCY**: A crisis situation or condition so defined by the EMPLOYER to protect property and the safety, health and welfare of individuals.

G. **EMPLOYEE**: A member of the exclusively recognized bargaining unit as defined in the article herein titled "Recognition."

H. **EMPLOYER**: Hennepin County Medical Center or its designated representatives.

I. **FULL MONTH OF SERVICE**: An average of 173.33 compensated hours.

J. **FULL TIME**: A work schedule equivalent to an average of two thousand eighty (2,080) regular hours per year.

K. **LAYOFF**: Separation from service with the EMPLOYER in excess of fifteen (15) calendar days necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavior considerations.

L. **LEAVE OF ABSENCE**: An approved absence from work duty during a scheduled work period with or without compensation.

M. **PART-TIME**: An individual so designated by the EMPLOYER whose normal work schedule consists of fewer hours than the full-time schedule.

N. **PERMANENT EMPLOYEE**: A member of the exclusively recognized bargaining unit as defined in the article herein titled "Recognition" who has completed the required probationary period for newly employed, re-employed or reinstated EMPLOYEES and has been appointed to a continuing position.

O. **PROBATIONARY PERIOD**: The first one thousand forty (1,040) compensated payroll hours of service of newly hired, rehired or reinstated EMPLOYEES and the first one thousand forty (1,040) compensated payroll hours of service following a promotional appointment or transfer.

P. **PROMOTION**: A change of an EMPLOYEE from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.

Q. **PYRAMIDING**: The payment of more than one form of premium compensation for the same hour of work.

R. **REGULAR HOURS**: Time on compensated payroll status exclusive of overtime hours.

S. **REINSTATEMENT**: Re-employment of a former permanent or probationary EMPLOYEE in a work classification to which he/she was assigned prior to termination.

T. **SENIORITY**: Length of compensated regular hours of service with EMPLOYER from most recent date of hire in the classification covered by this AGREEMENT.

U. **STEWARD**: An EMPLOYEE designated by the UNION for the purposes of communicating with the EMPLOYER on matters of interest to either party.

V. **TEMPORARY EMPLOYEE**: An individual so designated by the EMPLOYER who is hired in a non-continuing position.

W. **TERMINATION IN GOOD STANDING**: Any termination other than dismissal for just cause and for which terminating EMPLOYEE has given two weeks notice as required by the EMPLOYER.
X. **TRANSFER:** A change of an EMPLOYEE from one position to another position in the same work classification in another organizational unit, or to another work classification in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.

Y. **UNION:** Local #70, International Union of Operating Engineers.

Z. **UNION MEMBER:** A member of Local #70, International Union of Operating Engineers.

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**ARTICLE 4 - UNION SECURITY**

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

A. The EMPLOYER shall deduct an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all EMPLOYEES authorizing, in writing, such deduction on a form designated and furnished for such purpose by the UNION;

B. Each EMPLOYEE shall maintain his/her membership in the UNION or pay to the UNION each month a service charge as a contribution toward the administration of this AGREEMENT. This "fair share fee" shall be subject to the regulations and procedures set forth in Minnesota Statute 179A.06, subd. 3, relating to fair share fees, which by reference shall be a part of this AGREEMENT and govern the application of this section. The EMPLOYER will furnish to the UNION the names of new EMPLOYEES hired and the EMPLOYER shall notify prospective EMPLOYEES of these provisions.

C. The EMPLOYER shall remit such deductions monthly to the appropriate designated officer of the UNION with a list of the names of the EMPLOYEES from whose wages deductions were made.

D. The UNION shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld and any fair share assessments.

E. Union dues deductions shall be cancelled by the EMPLOYER upon written request by the EMPLOYEE subject to the conditions of applicable statutes.

Section 2. The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgment brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under provisions of this article.

Section 3. EMPLOYEES have the right to join or to refrain from joining the UNION. Neither the EMPLOYER nor the UNION shall discriminate against or interfere with the rights of EMPLOYEES to become or not to become members of the UNION and further, there shall be no discrimination or coercion against any EMPLOYEE because of UNION membership or non-membership. The UNION shall, in the responsibility of exclusive representative of EMPLOYEES, represent all EMPLOYEES without discrimination, interference, restraint or coercion.

Section 4. The UNION may designate certain EMPLOYEES from the bargaining unit to act as stewards and shall promptly 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 local Business Manager or his/her designee.

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 designated at any one time.

2) Stewards will be allowed to leave their work stations with prior permission of their designated supervisor and they shall notify their designated supervisor upon return to work. Permission to leave a work station for UNION business will be limited to the investigation and presentation of grievances to the EMPLOYER.
B. The local Business Manager or his/her designee 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 obtain permission to do so from the EMPLOYER’S designated representative and provided the Business Manager or his/her designee 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 may use the EMPLOYER’S premises or facilities for UNION business with 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, UNION recreational or social affairs, and any other items that may be part of the UNION protected activity. It is specifically understood that no notices of a political or inflammatory nature shall be posted. All posted materials must be UNION publications or legibly signed by an authorized UNION representative.

Section 5. There shall be no solicitation or request for support in any form by EMPLOYEES whether on or off duty, for social events or other reasons utilizing the relationship with the EMPLOYER expressly or implicitly, except with prior written approval of the EMPLOYER.

ARTICLE 5 - EMPLOYER AUTHORITY

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 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; 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. Maintain and improve the efficiency of the medical center operations; and

B. Take whatever actions may be necessary to carry out the missions of Hennepin County Medical Center in emergencies.

ARTICLE 6 - SENIORITY

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

A. Be based upon the most recent date of hire, rehire or reinstatement in the department and work classification covered by this Agreement. In the event two (2) or more EMPLOYEES possess the same seniority date, seniority in such cases shall be in order of the most recent date of hire with Hennepin County Medical Center. If the tie cannot be broken by this method, seniority shall be determined by a coin flip;

B. Be updated annually and posted in the EMPLOYEE’S work area with a copy furnished to each steward and the Business Manager of the UNION. Any EMPLOYEE or the UNION shall be obligated to notify the EMPLOYER of any error in the seniority list within thirty (30) days of such posting. If no error is reported within this thirty (30) day period, the list will stand correct as posted; and
C. A person promoted or who otherwise transfers out of the bargaining unit, who remains in the continuous employment of Hennepin County Medical Center, may return or be returned to the job classification held immediately prior to such promotion or transfer, at the option of Hennepin County Medical Center or the EMPLOYEE, for a period or six (6) months (1,040 paid hours) after such promotion.

A person who returns to the bargaining unit under the conditions set forth above will retain seniority in the bargaining unit as if the person never left.

The job classification previously held must be unoccupied. Under no circumstances will any bargaining unit member be displaced to facilitate the return of a person promoted or transferred.

Section 2. Except where otherwise mutually agreed between the EMPLOYER and UNION, seniority shall determine the order of:

A. Layoff, which shall be in inverse order of seniority within the department and work classification covered by this AGREEMENT.

B. Recall from layoff which shall be in order of seniority within the department and work classification covered by this AGREEMENT 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 employment.

C. Seniority rights under this AGREEMENT shall terminate under the following conditions:
   1. Termination of employment.
   2. Layoff in excess of a period equal to an EMPLOYEE'S length of employment but not more than three (3) years.
   3. Failure to return to work in accordance with the terms and conditions of an approved leave of absence.

Section 3. The EMPLOYER shall issue notice of layoff or recall from lay-off to affected permanent EMPLOYEES, in writing, at least ten (10) days in advance of the effective date of the layoff or recall from layoff.

Section 4. EMPLOYEES on layoff will be recalled to fill Facilities Maintenance/Operations Engineer vacancies for which qualified, provided they may not exercise seniority rights to create such vacancies. Assignment of EMPLOYEES to designated positions pursuant to this section shall be at the discretion of the EMPLOYER.

Section 5. Prior to filing a vacancy, the EMPLOYER will give reasonable consideration to the senior qualified permanent EMPLOYEE who has requested reassignment to the vacant position. Seniority will be the major consideration if all other factors are determined to be equal. The union reserves the right to grieve if qualifications of the individual are in dispute.

ARTICLE 7 - GRIEVANCE PROCEDURE

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

Section 2. It is specifically understood that any matters governed by statutory provisions, Hennepin County Medical Center Human Resources policies, or departmental personnel policies, except as expressly provided for in this AGREEMENT, shall not be considered grievances under this AGREEMENT. If by law an appeal procedure, other than the grievance procedure contained herein, is available for resolution of a dispute arising from any provision covered by this AGREEMENT and the aggrieved party pursues the dispute through such appeal procedure provided by law, the aggrieved EMPLOYEE(s) shall be precluded from making an appeal under this grievance procedure.

Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity
Commission or Minn. Stat. §§ 363.01 - .20, an EMPLOYEE pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

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

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

A. Within twenty-four (24) working days after the first occurrence of the event giving rise to the grievance, present such grievance with or without the steward to his/her supervisor who is designated for this purpose by the EMPLOYER.

B. The supervisor shall give his oral or written answer within ten (10) working days after such presentation.

**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 the Director of Labor Relations or his/her designee within ten (10) working days after the designated supervisor's answer as provided for in Section 3, Step 1-B. The grievance appeal shall be initiated by means of a written grievance to be signed by the EMPLOYEE. 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 within five (5) working 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 with a copy to the UNION within ten (10) working days following their meeting.

**Step 3. APPEAL** - If the final settlement advanced by the appointing authority or his/her designee is not satisfactory, the UNION and EMPLOYEE may refer the grievance to arbitration within ten (10) calendar days after the EMPLOYEE and UNION'S receipt of the EMPLOYER'S written answer in Step 2. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board and administered by the State of Minnesota Bureau of Mediation Services. The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the EMPLOYER and the UNION representatives. The arbitrator shall notify the EMPLOYEE, the UNION representative and the EMPLOYER of his/her decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION. Each party shall be responsible for compensating its own representatives and witnesses. 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 EMPLOYEE-UNION, and shall have no authority to make a decision on any other issue(s) not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented. If the arbitrator determines that the grievance is covered by law or statute, or not covered by the express provisions of this AGREEMENT, the arbitrator shall refer the grievance back to the parties without decision or recommendation. The parties may, by mutual written agreement, agree to submit more than one grievance to the arbitrator, provided that each grievance will be considered as a separate issue and each on its own merit.

Section 4. If a grievance is not presented within the time limits set forth above, it shall be considered "waived."
grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it
shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer
a grievance or an appeal thereof within the specified time limits, the EMPLOYEE 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 EMPLOYEE involved in each step.
The term "working days" as used in this article shall mean the days Monday through Friday inclusive (exclusive
of holidays).

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 may elect to be represented by the UNION.

ARTICLE 8 - NO STRIKE - NO LOCKOUT

Section 1. The EMPLOYEES of Hennepin County Medical Center and covered by this agreement are considered to be
Essential EMPLOYEES under the Minnesota Public Employment Labor Relations Act. Therefore, the UNION
and the EMPLOYER agree to be bound by Minnesota State Statute Section 179A.03.

ARTICLE 9 - WORK SCHEDULES - PREMIUM PAY

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

Section 2. A payroll period shall be an averaged eighty (80) hours.

Section 3. Work shifts, staffing schedules and the assignment of EMPLOYEES thereto, shall be established by
the EMPLOYER. A work shift shall consist of eight (8) hours, based upon a ten (10) work day payroll
period.

Section 4. Worked hours in excess of the designated work shift or an averaged eighty (80) hours per payroll period shall
be overtime and compensated at one and one-half (1-1/2) times the EMPLOYEE'S base pay rate, subject to
the provision that no EMPLOYEE shall be eligible for overtime premium unless prior approval of the overtime
work was granted by the EMPLOYER.

Compensated leaves of absence hours, with the exception of sick leave, shall be considered hours worked for
the purposes of determining eligibility for overtime premium.

Section 5. Assignment to overtime work shall be at the discretion of the EMPLOYER. When the need for overtime is
identified by the EMPLOYER, the overtime will be offered first to EMPLOYEES in seniority order with the least
amount of overtime worked. The Employer will post a report on a quarterly basis showing the overtime hours
worked during the previous 3 (three) months for each employee. The posted overtime hours will be used to
determine how overtime will be offered. In the event that no EMPLOYEE offers to work the overtime, the least
senior EMPLOYEE(s) will be assigned. EMPLOYEES shall be required to work overtime, holidays and night
shifts when assigned to such unless excused by the EMPLOYER.

Section 6. The base pay rate or premium compensation shall not be paid more than once for the same hours worked
under any provisions of this AGREEMENT, nor shall there be any pyramiding of premium compensation.
Section 7. When the EMPLOYER determines changes in work schedules are necessary, notice shall be given to
EMPLOYEES as far in advance as is practicable and shall consult with affected EMPLOYEES on such
changes.

Section 8. A shift differential of one dollar ($1.00) per hour shall be paid to any EMPLOYEE working
evening and/or night shifts where at least five (5) hours of the shift are between 5:00 p.m. and
7:00 a.m. For EMPLOYEES who are assigned to permanent night shifts, such shift differential shall
be one dollar and twenty-five cents ($1.25) per hour. Shift differential shall be paid in addition to
any other form of premium pay for which the EMPLOYEE qualifies.

Section 9. EMPLOYEES called to the work site by the EMPLOYER shall be paid for actual hours worked at the
appropriate hourly rate, but not less than four (4) hours at their base pay rate. This provision shall not apply to
early call-ins or holdovers. EMPLOYEES phoned at home for job-related information shall be paid for time
actually engaged on Hennepin County Medical Center business but not less than one (1) hour.

Section 10. When an EMPLOYEE is expressly assigned to perform the duties of a position allocated to a different
classification that is temporarily unoccupied, and such assignment is for forty-four (44) or more continuous regular
hours, the EMPLOYEE shall be paid for all such hours at the EMPLOYEE'S current salary rate when
assigned to work in a lower or equal class, or at a rate within a higher range which is equal to the minimum
rate for the higher class or one (1) step higher than the EMPLOYEE’S current salary, whichever is greater. In
order to qualify for such higher rate, the EMPLOYEE must perform that work which distinguishes the higher
classification from the EMPLOYEE’S regular class in terms of level of responsibility, types of duties, and/or
quality and quantity.

Section 11. All 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 ($1.00) per hour 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 12. When practicable, the EMPLOYER shall schedule EMPLOYEES so as to provide two (2) consecutive days
off.

Section 13. 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 14. The EMPLOYER will provide an internal meal pass in the amount of $6.00 when EMPLOYEES work 7.5 or
more hours over their regularly scheduled shift (back-to-back shifts).

Section 15. An EMPLOYEE assigned by the EMPLOYER to perform lead worker responsibilities shall receive a
differential of $1.50 or if assigned Senior Lead worker responsibilities the differential shall be $2.50 for each
hour worked or so designated, along with other qualifying shift differentials as provided for in the Agreement,
provided such assignment is for a period of at least four (4) hours. If issues should arise related to the
leadwork responsibilities, both parties agree to address such issues through the Labor Management Meet and
Confer process.

ARTICLE 10 - HOLIDAYS

Section 1. EMPLOYEES not participating in the Flexible Paid Time Off Program shall be entitled to compensated time off
for designated holidays, provided the EMPLOYEE is on compensated payroll status the last work day preceding
the holiday and the first work day following the holiday.
Designated holidays shall be eight (8) hours each and are as follows: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day.

Section 2. EMPLOYEES who work a scheduled holiday with the exception of Christmas Eve Day shall receive compensation of one and one-half (1 1/2) times their base pay rate for hours worked on the holiday. EMPLOYEES who work the Christmas Eve holiday shall receive compensation of one (1) times their base pay rate for hours worked on that holiday. An EMPLOYEE who does not receive the compensated time off holiday benefit due to working on the holiday shall receive compensation equal to the holiday benefit that would have been received had the EMPLOYEE not worked.

EMPLOYEES not participating in the Flexible Paid Time Off Program shall accrue Floating Holidays at the rate of 1.23 hours per pay period (equivalent of 32 hours annually) for full-time EMPLOYEES (pro-rated for benefit earning part-time EMPLOYEES). Floating holidays will accrue based on hours worked, not FTE status. Floating holidays must be scheduled at a time that is mutually agreeable to the Medical Center and EMPLOYEE. Floating holidays that are not used in the calendar year will roll over to the following year, and there will be no cap on the number of floating holidays that an EMPLOYEE can carry. Floating holidays are not paid out at termination of employment.

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

Section 4. Holidays which occur within an EMPLOYEE’S approved and compensated vacation or sick leave period will not be chargeable to the EMPLOYEE’S vacation or sick leave time.

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

ARTICLE 11 - VACATIONS

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

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

<table>
<thead>
<tr>
<th>Total Length of Compensated Full Time</th>
<th>Annual Vacation Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Hours of Service Since Most Recent Date of Hire</td>
<td></td>
</tr>
<tr>
<td>Less than six (6) months (1,040 compensated regular hours)</td>
<td>64 hours</td>
</tr>
<tr>
<td>More than six (6) months but less than five (5) years (10,400 compensated regular hours)</td>
<td>96 hours</td>
</tr>
<tr>
<td>More than five (5) years but less than eight (8) years (16,640 compensated regular hours)</td>
<td>120 hours</td>
</tr>
<tr>
<td>More than eight (8) years but less than twelve (12) years (24,960 compensated regular hours)</td>
<td>144 hours</td>
</tr>
<tr>
<td>More than twelve (12) years but less than eighteen (18) years (37,440 compensated regular hours)</td>
<td>160 hours</td>
</tr>
<tr>
<td>Over eighteen (18) years</td>
<td>184 hours</td>
</tr>
</tbody>
</table>
Section 3. Vacation leave shall not accumulate in excess of two hundred forty (240) hours. The EMPLOYER shall not be responsible for managing an EMPLOYEE’S vacation leave balance so as to ensure no loss of the benefit because the balance is at or near 240 hour limit. Correspondingly, the EMPLOYER will not force EMPLOYEES to take vacation for such purpose.

Section 4. Requests for vacation leave must be submitted to the EMPLOYEE’S designated supervisor at least forty-eight (48) hours in advance of the absence requested and are subject to the supervisor’s written approval. The forty-eight (48) hour advance notice requirement may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the EMPLOYER. The EMPLOYER will respond to all in-advance requests within seven (7) calendar days of the date the request is received provided the request is received by the EMPLOYER at least seven (7) calendar days prior to the beginning of the requested vacation period. Such EMPLOYER approval must be received by the EMPLOYEE in order for such vacation request to be considered approved. Vacations, once approved, shall not be cancelled by the EMPLOYER except for emergency situations.

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

Section 6. Upon the complete termination of employment, EMPLOYEES shall be eligible to receive their unused accumulated vacation as a severance payment. Any vacation severance shall be paid at the EMPLOYEE’S base pay rate at the time of termination, and shall be subject to the limitations on severance payment stated in the Article herein titled “Severance Pay.”

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

Section 8. Except in the case of an institutional emergency, EMPLOYEES on pre-approved vacation are exempt from working mandatory overtime during their vacation. For purposes of this section, vacation shall be defined as the end of an EMPLOYEE’S last scheduled shift to the beginning of the EMPLOYEE’S next scheduled shift. Scheduled days off, taken in conjunction with vacation, will be considered part of the EMPLOYEE’S vacation for the purpose of this section.

Section 9. At the discretion of the Department Director, newly hired EMPLOYEES may receive vacation accrual rate credit for previous relevant experience with another EMPLOYER. Further, at the discretion of the Department Director, additional vacation accrual may be granted for the purposes of retaining a valuable EMPLOYEE.

**ARTICLE 12 - SICK LEAVE**

Section 1. This article applies to EMPLOYEES hired on or before December 31, 2008 who do not choose to participate in the Flex PTO program as described in Article 13 of this agreement. Sick leave shall be earned by full-time EMPLOYEES at the rate of eight (8) hours for each full month of service except that newly hired, re-employed or reinstated EMPLOYEES who have completed less than six (6) months (1,040 compensated regular hours) of full-time service, shall earn sick leave benefits at the rate of 5.33 hours for each full month of service.

Section 2. Sick leave benefits shall only accrue when an EMPLOYEE is on compensated regular hours or, in accordance with state and federal laws, is on approved military leave.

Section 3. An EMPLOYEE may accumulate seven hundred twenty (720) hours of sick leave. For every eight (8) hours of sick leave accumulated in excess of seven hundred twenty (720) hours, the EMPLOYEE will be given credit for
four (4) hours of additional vacation and four (4) hours of sick leave. Sick leave shall be charged off only for hours that would normally have been worked.

Section 4. Upon complete termination of employment in good standing of any permanent EMPLOYEE, such EMPLOYEE shall be paid for his/her accumulated unused sick leave at the EMPLOYEE’S base pay rate subject to the limitations on severance payment stated in the Article herein titled "Severance Pay.”

Section 5. An EMPLOYEE may utilize his/her allowance of sick leave on the basis of application therefore approved by the EMPLOYER for absences necessitated by inability to perform the duties of his/her position by reason of illness or injury, by necessity for medical care or dental care, or by exposure to contagious disease under circumstances in which the health of EMPLOYEES with whom he/she is associated or members of the public with whom he/she deals would be endangered by his/her attendance on duty, or by illness in his/her immediate family for such periods as his/her absence shall be necessary subject to certification by medical authority. The term "immediate family” shall be limited to spouse, children, a person regularly residing in the EMPLOYEE’S immediate household, or parent where the parent has no other person to provide the necessary nursing and care. Sick leave usage shall be subject to approval and verification by the EMPLOYER who may, after three (3) consecutive days’ absence, require the EMPLOYEE to furnish a report from a recognized physical or mental authority attesting to the necessity of the leave, and other information the EMPLOYER deems necessary, as provided in the Article herein titled "Fitness for Duty." EMPLOYEES whose use of sick leave is habitual, patterned or inappropriate may be required to submit such report for absences of less than three (3) days duration.

Section 6. Sick leave benefits when authorized shall be paid at the EMPLOYEE’S current base pay rate.

Section 7. To be eligible for sick leave payment, an EMPLOYEE must notify his/her supervisor or his/her designee as soon as possible but not later than one (1) hour prior to the starting time of his/her scheduled shift. This notice may be waived if the EMPLOYEE can conclusively establish that he/she could not reasonably have been expected to comply with this requirement because of circumstances beyond the control of the EMPLOYEE.

Section 8. A disabled EMPLOYEE who, because of illness or injury, has exhausted all sick leave benefits may be granted a medical leave of absence without pay. The seniority status of a disabled EMPLOYEE who is granted a medical leave of absence shall be determined in accordance with the provisions of the Article herein titled "Seniority." An EMPLOYEE requesting a medical leave of absence without pay shall be required to furnish conclusive evidence of disability to the EMPLOYER. If the EMPLOYEE fails to furnish conclusive evidence that the absence from duty is necessary, or if the EMPLOYEE fails to undergo an evaluation or furnish a medical report as requested by the EMPLOYER in accordance with the Article herein titled "Fitness for Duty," the EMPLOYER shall have the right to require the EMPLOYEE to return to work on a specified date. Should the EMPLOYEE not return to work on such specified date, the EMPLOYEE may be considered to have resigned in accordance with the Article herein titled "Absence Without Leave.”

Section 9. Effective January 1, 2015, EMPLOYEES who are regularly scheduled to work at least 56 hours per pay period will receive EMPLOYER paid short term disability and long term disability insurance at no cost to the EMPLOYEE or deduction from sick leave accruals.

Section 10. All sick leave that has been accumulated by an EMPLOYEE shall be cancelled upon the date of separation from the EMPLOYER’S service.

Section 11. EMPLOYEES may utilize sick leave to pay for approved health and fitness activities, to a maximum of $1,500.00 per year.
ARTICLE 13 - FLEXIBLE PAID TIME OFF (FLEX PTO)

Section 1. Benefit earning EMPLOYEES newly hired or rehired into the bargaining unit on or after January 1, 2009 will be covered by the Medical Center's Flexible Paid Time Off (Flex PTO) benefit program.

Section 2. Current benefit earning EMPLOYEES as of December 31, 2008, were provided the option to elect to participate in the PTO plan.

Section 3. Full-time benefit earning EMPLOYEES will accrue Paid Time Off according to the following schedule. The accrual will be prorated for part-time benefit earning EMPLOYEES.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours per Pay Period Earned</th>
<th>Annual Flex PTO Days Earned</th>
<th>Annual Flex PTO Hours Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1</td>
<td>8.61</td>
<td>28</td>
<td>224</td>
</tr>
<tr>
<td>2 - 6</td>
<td>9.23</td>
<td>30</td>
<td>240</td>
</tr>
<tr>
<td>6 - 11</td>
<td>10.15</td>
<td>33</td>
<td>264</td>
</tr>
<tr>
<td>11 - 16</td>
<td>11.07</td>
<td>36</td>
<td>288</td>
</tr>
<tr>
<td>16 - 21</td>
<td>11.69</td>
<td>38</td>
<td>304</td>
</tr>
<tr>
<td>21 -</td>
<td>12.30</td>
<td>40</td>
<td>320</td>
</tr>
</tbody>
</table>

Section 4. Flex PTO may be accumulated up 360 hours and carried from year to year. The EMPLOYER shall not be responsible for managing an EMPLOYEE'S PTO leave balance so as to ensure no loss of the benefit because the balance is at or near the 360 hour limit. Correspondingly, the EMPLOYER will not force EMPLOYEES to take PTO for such purpose.

Section 5. Upon termination of employment EMPLOYEES will be paid for all accumulated Flex PTO hours (up to 400 hours) in addition to up to 800 hours of Extended Medical Leave. Flex PTO hours and up to 800 hours of Extended Medical Leave for those EMPLOYEES with eight (8) or more years of service upon termination of employment will be paid in the same manner as payment of sick leave in the Severance Pay benefit contained in Article 30 of the agreement. The amount of the potential payout will be reduced by any hours transferred into the Flex PTO bank or paid out in cash upon conversion to Flex PTO (see Attachment B).

Section 6. Benefit earning EMPLOYEES who are asked or are required to work on the following holidays will be paid premium pay.

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

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

Section 7. This section applies only to EMPLOYEES hired on or before December 31, 2008 who elected to participate in the PTO plan and who had sick leave hours converted to Extended Medical Leave Bank. The Extended Medical Leave Bank (EML) is intended to help continue EMPLOYEE'S salaries during the waiting period before disability benefits begin due to extended illness, injury or disability. Flex PTO hours must be used for the first three (3) days of illness and the EML bank hours beginning the fourth day. EMPLOYEES may also use EML bank hours for their own illness or injury or to care for a parent, spouse or child in coordination with leave of absence policies.
Section 8. EMPLOYEES participating in Flex PTO who are regularly scheduled to work at least 56 hours per pay period will receive EMPLOYER paid short term and long term disability insurance at no cost to the EMPLOYEE or deduction from PTO accruals.

Section 9. Language contained in this agreement governing the approval and use of Sick Leave and Vacation shall be applicable to the use of Flex PTO.

Section 10. EMPLOYEES may utilize PTO to pay for approved health and fitness activities, to a maximum of $1,500.00 per year.

ARTICLE 14 - GENERAL CONDITIONS OF LEAVES OF ABSENCE

Except as otherwise provided in this AGREEMENT, request for leave shall be made by EMPLOYEES prior to the beginning of the period(s) of absence, and no payment for any absence shall be made until the leave is properly approved.

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 holiday or non-work days falling within such leave with pay, subject to the provisions set forth in the article herein titled "Holidays."

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 the 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.

ARTICLE 15 - 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 a period not to exceed two (2) hours for the purpose of voting during the forenoon of 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 16 - MILITARY RESERVE TRAINING

Section 1. Any EMPLOYEE who is a member of any reserve component of the military forces of the United States required by official military orders or related authority to attend Military Reserve Training shall receive full wages at his current base pay rate for the period of the active duty required for such training not to exceed fifteen (15) days per calendar year.
ARTICLE 17 - SALARY RATES

Section 1. During the first year of this agreement (January 1, 2018 – December 31, 2018), there will be a 2.25% across the board (ATB) wage adjustment effective the first full pay period in January 2018 for EMPLOYEES covered by this agreement. In the second year of this Agreement (January 1, 2019– December 31, 2019), there will be a 2% across the board (ATB) wage adjustment effective the first full pay period in January 2019.

EMPLOYEES covered by this AGREEMENT as defined in the article titled "Recognition" shall be compensated in 2016 and 2017 for each hour of service in accordance with the following rates in effect:

<table>
<thead>
<tr>
<th>Classification</th>
<th>2018 Entry Rate</th>
<th>2018 Maximum Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Maintenance/Operations Engineer</td>
<td>$31.22</td>
<td>$33.72</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Classification</th>
<th>2019 Entry Rate</th>
<th>2019 Maximum Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Maintenance/Operations Engineer</td>
<td>$31.84</td>
<td>$34.39</td>
</tr>
</tbody>
</table>

Section 2. Wage adjustments, as provided herein, shall commence on the beginning of the first payroll period following the effective date of the increase.

Section 3. Salary payments shall be made on a bi-weekly basis.

Section 4. At the discretion of the EMPLOYER and in the event the EMPLOYER encounters difficulty with respect to attraction and/or retention of qualified staff in a particular job classification, the parties by mutual agreement, may negotiate a modified salary schedule or other compensation matters for such classification.

ARTICLE 18 - FUNERAL LEAVE

Section 1. When necessary, the EMPLOYER may approve leave with pay in cases of death in the immediate family. The degree of relationship is limited to: spouse, parent (in-law), stepparent, child, stepchild, brothers and sisters (in-law), aunts, uncles, nieces, nephews, grandparents, grandchildren or a person regarded as a member of the EMPLOYEE’S immediate family. Such leave shall be limited to a maximum of twenty four (24) working hours.

ARTICLE 19 - LEAVE FOR HAZARDOUS DUTY INJURY

Section 1. At the EMPLOYER’S discretion, an EMPLOYEE (a) acting within the limits of the authority established by the EMPLOYER, (b) who is injured during the performance of assigned official duties, (c) under extremely hazardous conditions, and (d) wherein it is determined that the EMPLOYEE has not contributed to the cause of the injury through negligence, judgmental decision, out of wrongful or wilful or wanton neglect of duty or other action or inaction, may be granted leave with pay for any period of disability not exceeding ninety (90) calendar days. Such disabling injury shall be reported to the appointing authority immediately. Request for such leave shall be presented to the EMPLOYER together with supporting documentation including appropriate physician(s) reports. Such leave, if granted, shall not be charged to normal sick leave and shall be subject to the provisions of the article herein titled "Leave Benefits and Worker's Compensation Benefits."
ARTICLE 20 - MILITARY LEAVE OF ABSENCE

Section 1. In accordance with state and federal laws, EMPLOYEES shall be entitled to military leaves of absence without pay for service in the armed forces of the United States and reinstatement at the expiration of such leave. Such leave shall be authorized only in cases where the EMPLOYEE has been officially called to active duty in the military service and shall be authorized only as long as the EMPLOYEE is in the service as required by the government.

ARTICLE 21- INSURANCE

Section 1. EMPLOYEES have the right to choose from the health plans below:

Options Plan
The EMPLOYER will provide to EMPLOYEES individual and dependent group hospitalization and Medical insurance coverage. Following ratification of the contract, EMPLOYEES will be eligible for insurance coverage the first of the month following hire or benefit eligibility. EMPLOYEES covered by this plan for 2018 will pay thirteen percent (13%) of the cost of single coverage or the non-contract EMPLOYEE contribution rate whichever is lower and twenty-four percent (24%) of the EMPLOYEE-plus-one and family coverage or the non-contract EMPLOYEE contribution rate whichever is lower.

EMPLOYEES covered by this plan for 2019 will pay fifteen percent (15%) of the cost of single coverage or the non-contract EMPLOYEE contribution rate whichever is lower and twenty-five percent (25%) of the EMPLOYEE-plus-one and family coverage or the non-contract EMPLOYEE contribution rate whichever is lower.

HRA
The EMPLOYER also will provide an HRA medical plan that will be eliminated December 31, 2018 in which EMPLOYEES will pay twelve percent (12%) of the cost of single coverage and twenty percent (20%) for EMPLOYEE-plus-one and Family coverage or the non-contract EMPLOYEE contribution rate whichever is lower.
Monthly Premiums HRA 2019 will be $80.79 for Single, $284.00 for Employee +1 and $376.30 for Family.

Horizon
During a Benefits Open Enrollment period (within 60 days of ratification of the contract), an employee would have the opportunity to enroll into the Horizon medical plan with the following contribution rates:

EMPLOYEES covered by this plan for 2018 will pay eight percent (8%) of the cost of single coverage or the non-contract EMPLOYEE contribution rate whichever is lower and twelve percent (12%) of the EMPLOYEE-plus-one and family coverage or the non-contract EMPLOYEE contribution rate whichever is lower and fifteen percent (15%) of the Family coverage or the non-contract EMPLOYEE contribution rate whichever is lower.

EMPLOYEES covered by this plan for 2019 will pay eight percent (8%) of the cost of single coverage or the non-contract EMPLOYEE contribution rate whichever is lower and fifteen percent (15%) of the EMPLOYEE-plus-one and family coverage or the non-contract EMPLOYEE contribution rate whichever is lower and eighteen percent (18%) of the Family coverage or the non-contract EMPLOYEE contribution rate whichever is lower.

Effective January 1, 2016, in addition to the percentages set forth above, tobacco users will pay a surcharge equal to an additional 3% of the total premium. An employee’s tobacco use status will be based on the employee signing an annual affidavit attesting to his or her tobacco use practices.
Section 2. Subject to I.R.S. Rules and Regulations, each EMPLOYEE covered by this AGREEMENT may individually elect to participate in the Hennepin County Medical Center Health Care Expense Account plan as an option to the EMPLOYER hospitalization and medical insurance coverage allowance specified in Section 1. EMPLOYEES may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The EMPLOYEE can use funds from this account to pay certain EMPLOYEE expenses that qualify for exemption from mandatory payroll deductions such as income taxes. Such expense account arrangement shall afford EMPLOYEES the opportunity to pay their qualifying expenses with earnings unreduced by certain mandatory payroll deductions.

Section 3. Subject to I.R.S. Rules and Regulations, each EMPLOYEE covered by this AGREEMENT may individually elect to participate in the Dependent Care Assistance Program provided by the EMPLOYER. EMPLOYEES may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The EMPLOYEE can use funds from this account to pay certain EMPLOYEE expenses that qualify for exemption from mandatory payroll deductions such as income taxes and pension contributions. Such expense account arrangement shall afford EMPLOYEES the opportunity to pay their qualifying expenses with earnings unreduced by mandatory payroll deductions.

Section 4. Subject to I.R.S. Rules and Regulations, each EMPLOYEE covered by this AGREEMENT may individually elect to participate in the Hennepin County Medical Center 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. Following ratification of the contract, the EMPLOYER shall pay full cost of one times salary up to $50,000 double indemnity individual term life insurance. Employees will have the option to purchase supplemental term life insurance for spouse and child which is available in multiples of $5,000 to a max of $50,000. EMPLOYEES may select dependent coverage or individual coverage as available in the group life insurance contract plan. The full cost of such dependent coverage or additional coverage shall be paid by the EMPLOYEE through the payroll deduction procedure.

Section 6. For EMPLOYEES, who are covered under the Flexible PTO program and who are regularly scheduled to work at least 56 hours per payperiod will have long term disability insurance provided at no cost as described in Article 13. Implementation and continuance shall be contingent upon such a plan being available in accordance with that criteria on an individual EMPLOYEE option basis. Effective January 1, 2015, the EMPLOYER will provide all EMPLOYEES who are regularly scheduled to work at least 56 hours per pay period with both short and long term disability coverage at no cost to the EMPLOYEE. If such a plan cannot be provided on an individual option basis, the EMPLOYER has no obligation to provide for this coverage.

The EMPLOYER shall, subject to availability, arrange for a group Long Term Disability Insurance Plan which shall be in accordance with criteria and benefit levels established between the EMPLOYER and underwriter. Implementation and continuance shall be contingent upon such a plan being available in accordance with those criteria and available on an individual EMPLOYEE option basis. Effective January 1, 2015, the EMPLOYER will provide all EMPLOYEES who are regularly scheduled to work at least 56 hours per pay period with both short and long term disability coverage at no cost to the EMPLOYEE. NOTE: Effective the first full payroll period in July, 2002, the contract between Hennepin County Medical Center and LTD carrier shall provide for a ninety (90) day waiting period (now 120 days).
Section 7. It is expressly understood that the EMPLOYER'S obligation in this article is limited to payment of the specified premium charges for the group insurance coverage as specified herein.

Section 8. The EMPLOYER reserves the right to change insurance carriers or self-insure.

Section 9. The EMPLOYER agrees to arrange with the EMPLOYER'S current health plan providers to offer EMPLOYEES a dental care plan on a voluntary basis. Subscription to any such dental care plan if offered shall be voluntary, and any premium charges shall be paid by the subscribing EMPLOYEE through payroll deduction. EMPLOYEES who elect to subscribe shall be provided payroll deduction services by the EMPLOYER.

Section 10. For EMPLOYEES, who are covered under the Flexible PTO program and who are regularly scheduled to work at least 56 hours per pay period will have short term disability insurance provided at no cost as described in Article 13. For those EMPLOYEES who are covered under the sick and vacation program and who are regularly scheduled to work at least 60 hours per pay period, the EMPLOYER shall, subject to availability, arrange for a group Short Term Disability Insurance Plan which shall be in accordance with criteria and benefit levels established between the EMPLOYER and the underwriter. Implementation and continuance shall be contingent upon such a plan being available in accordance with those criteria and available on an individual EMPLOYEE option basis. EMPLOYEES electing the Short Term Disability option will have their sick leave accrual rate charged for the equivalent number of hours necessary to provide for the premium cost, the value of each sick leave hour to be equivalent to the EMPLOYEE'S hourly salary rate. EMPLOYEES who do not have sufficient sick leave accrual to cover premium cost shall make sufficient cost payment to the EMPLOYER. If such plan cannot be provided on an individual option basis, the EMPLOYER has no obligation to provide this coverage.

ARTICLE 22 - RIGHT OF CONTRACTING SERVICES

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

Section 2. In the event that existing EMPLOYEES are displaced as a result of the EMPLOYER engaging in a contract for services, the EMPLOYER agrees to make reasonable effort to relocate such EMPLOYEES in other available positions with comparable salary and benefits for which they are qualified.

ARTICLE 23 - NON-DISCRIMINATION

Section 1. The UNION shall, upon request of the EMPLOYER, give evidence to the EMPLOYER that the membership in the UNION constitutes a majority of EMPLOYEES in the unit as described in the article herein titled "Recognition."

Section 2. In accordance with applicable law, the EMPLOYER and the UNION agree to apply the provisions of this AGREEMENT equally to all EMPLOYEES, without discrimination as to age, sex, marital status, religion, race, color, creed, national origin, political belief or EMPLOYEE organization affiliation.

Section 3. Nothing in this AGREEMENT shall be construed to affect the status of war veterans in contravention of existing laws relating to the employment, discharge or promotion of war veterans.

ARTICLE 24 - 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. 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 25 - SAVINGS CLAUSE

Section 1. This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and Hennepin County Medical Center. In the event a provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 26 - ABSENCE WITHOUT LEAVE

Section 1. Any absence of an EMPLOYEE from scheduled duty that has not been previously 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 three (3) consecutive days shall be deemed to have resigned his/her employment, provided that the EMPLOYER may grant approval for leave subsequent to the unauthorized absence if the EMPLOYER determines the circumstances surrounding the absence warrant such action.

ARTICLE 27 - LEAVE BENEFITS AND WORKER'S COMPENSATION BENEFITS

Section 1. Any EMPLOYEE who by reason of sickness or injury receives Worker's Compensation benefits may do either of the following:

A. Retain the Worker's Compensation benefits and request a medical leave of absence without pay, or
B. Retain the Worker's Compensation benefits and receive from Hennepin County Medical Center any earned additional differential benefit available from the accumulated sick leave, vacation leave, or other accumulated leave time. The total weekly compensation including leave and Worker's Compensation benefits shall not exceed the weekly base pay rate of an EMPLOYEE.

ARTICLE 28 - COURT DUTY

Section 1. EMPLOYEES subpoenaed as witness 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 jury duty prior to the end of his/her work shift, he/she shall return to work as directed by the EMPLOYER or make arrangement for a leave of absence.

ARTICLE 29 - STABILITY ADJUSTMENTS/SHARING SUCCESS PROGRAM

Section 1. EMPLOYEES hired on or before December 31, 2008 are eligible for Stability Adjustments based upon length of continuous service. EMPLOYEES that are hired or rehired in the bargaining unit on or after January 1, 2009
shall be ineligible for this adjustment.

When an EMPLOYEE has completed five (5) years (10,400 regular hours) of full-time service in Hennepin County Medical Center as of December 1 of the current year, he/she shall be eligible to receive two and one-half (2 1/2) percent of his/her annual salary for the current calendar year based on his/her current base rate of pay. For each additional year (2,080 regular hours) of full-time service after five, the EMPLOYEE shall qualify for an additional 1/2 of 1% up to and including his/her tenth year. For all service after ten (10) years (20,800 regular hours), the stability payment shall continue at the rate established for the tenth year of five (5) percent. The maximum annual salary on which stability pay will be computed shall be in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Base Salary On Which Stability Pay Will Be Computed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than eleven (11) years of service (22,880 compensated regular hours)</td>
<td>$16,000</td>
</tr>
<tr>
<td>Eleven (11) years but less than twelve (12) years of service (24,960 compensated regular hours)</td>
<td>$17,000</td>
</tr>
<tr>
<td>Twelve (12) years but less than thirteen (13) years of service (27,040 compensated regular hours)</td>
<td>$18,000</td>
</tr>
<tr>
<td>Thirteen (13) years but less than fourteen (14) years of service (29,120 compensated regular hours)</td>
<td>$19,000</td>
</tr>
<tr>
<td>Fourteen (14) years but less than fifteen (15) years of service (31,200 compensated regular hours)</td>
<td>$20,000</td>
</tr>
<tr>
<td>Fifteen (15) years but less than sixteen (16) years of service (33,280 compensated regular hours)</td>
<td>$21,000</td>
</tr>
<tr>
<td>Sixteen (16) years but less than seventeen (17) years of service (35,360 compensated regular hours)</td>
<td>$22,000</td>
</tr>
<tr>
<td>Seventeen (17) years but less than eighteen (18) years of service (37,440 compensated regular hours)</td>
<td>$23,000</td>
</tr>
<tr>
<td>Eighteen (18) or more years of service.</td>
<td>$24,000</td>
</tr>
</tbody>
</table>

Such stability payment shall be paid in a lump sum on a December payroll. Any EMPLOYEE upon retiring from Hennepin County Medical Center service may be paid the stability payment as of the date of his/her retirement, however, such payment shall be prorated on the number of full months worked during the calendar year in which such EMPLOYEE retired. Stability pay may also be paid to survivors in the case of death while the individual is an EMPLOYEE of Hennepin County Medical Center. Such payment shall be prorated on the number of full months worked during the calendar year in which death occurred.

Section 2. EMPLOYEES hired after January 1, 2009 will be eligible to participate in the Sharing Success program under the terms of the program as provided and modified by the EMPLOYER from time to time. The first payout would be in May of 2013 if the Sharing Success plan has a payout in 2013.

Section 3. Should the EMPLOYER offer a retirement incentive program and should an EMPLOYEE accept such retirement incentive, the EMPLOYEE shall not be entitled to receive any stability pay for the year in which he/she retires.
ARTICLE 30 - SEVERANCE PAY

Section 1. Severance pay shall be paid to qualifying permanent EMPLOYEES who have severed their employment with Hennepin County Medical Center in good standing and upon completion of a minimum of eight (8) years continuous service (16,640 regular hours), provided that any EMPLOYEE hired subsequent to July 23, 1985, must have completed eight (8) years of service (16,640 regular hours) with Hennepin County Medical Center. For the purpose of this section, Medical Center service shall include continuous service with Hennepin County prior to the establishment of Hennepin Healthcare Systems, Inc. on January 1, 2007. EMPLOYEES who are discharged from employment for disciplinary reasons shall not be eligible to receive any severance benefit. For any EMPLOYEE who fails to provide two weeks advance termination notice, the EMPLOYER shall exclude eighty (80) hours of the severance pay to which the EMPLOYEE is otherwise entitled in accordance with the AGREEMENT. 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 reemployment with Hennepin County Medical Center except for any accumulated in excess of that for which he/she has been previously compensated. Such severance shall be based upon and measured by unused accumulated sick leave and unused accumulated vacation leave accruing to such EMPLOYEE during Hennepin 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. If an EMPLOYEE elects sick leave payout or the PTO conversion options (see Attachment B) when electing to participate in the Flex PTO program, the amount of such payout will be deducted from this 800 hours maximum payout. Severance pay shall be computed on the basis of the EMPLOYEE’S base pay rate in effect on the date of termination. Severance pay of a deceased EMPLOYEE shall be paid to the surviving spouse or a beneficiary named in writing by the EMPLOYEE or, lacking that, his/her estate or legal representative.

EMPLOYEES shall provide the EMPLOYER with two (2) weeks written notice in advance of the date the EMPLOYEE leaves. If an EMPLOYEE fails to provide the required two (2) week notice, the EMPLOYER shall exclude eighty (80) hours of sick leave severance pay to which the EMPLOYEE may be otherwise entitled in accordance with this AGREEMENT.

Section 2. All accumulated leave benefits shall be expired upon the date of severance from Hennepin County Medical Center service.

Section 3. The eligibility provisions of this Article regarding years of service shall not apply to permanent EMPLOYEES who die prior to achieving eight (8) years of service with Hennepin County Medical Center.

ARTICLE 31 - 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 authority, selected by the EMPLOYER, that will enable the EMPLOYER to determine the EMPLOYEE’S fitness for performance of his/her duties. If the EMPLOYER requires an evaluation or report from a physical or mental authority other than the EMPLOYEE’S personal or treating authority, the EMPLOYER shall pay the authority’s fee for such evaluation report.

ARTICLE 32 – DISCIPLINE

Section 1. The EMPLOYER will discipline EMPLOYEES in the classified service only for just cause.

Section 2. Discipline, when administered, will be in one or more of the following forms and normally in the following order:
   A. Oral Reprimand.
   B. Written Reprimand.
   C. Suspension.
D. Discharge or disciplinary demotion.

Section 3. If the EMPLOYER has reason to reprimand any EMPLOYEE, it shall normally not be done in the presence of other EMPLOYEES or the public.

Section 4. Disciplinary suspensions, disciplinary demotions or discharge of permanent EMPLOYEES are appealable up to and through the arbitration step of the grievance procedure contained in this AGREEMENT.

Section 5. Personnel Records.
   A. Investigations which do not result in disciplinary actions shall not be entered into the EMPLOYEE’S personnel records. A written record of all disciplinary actions other than oral reprimands shall be entered into the EMPLOYEE’S personnel record. All disciplinary entries in the Human Resources office record shall normally state the corrective action expected of the EMPLOYEE.
   B. An EMPLOYEE who is reprimanded in writing, suspended, disciplinarily demoted, or discharged shall be furnished with a copy of notice of such disciplinary action.
   C. Upon written request of the EMPLOYEE, a written reprimand shall be removed from the EMPLOYEE’S personnel record if no further disciplinary action has been taken against the EMPLOYEE within two (2) years following the date of the reprimand, or if no disciplinary action has been taken against the EMPLOYEE for the same or related offenses within three (3) years following the date of the reprimand.
   D. EMPLOYEES shall have access to information contained in their personnel records in accordance with the provisions of the Data Practices Act, M.S. 15.1611-15.1699, as amended.

Section 6. EMPLOYEES may arrange for UNION representation in such instances where discipline is to be received or when information shared with the EMPLOYER in a disciplinary investigation may lead to disciplinary action.

Section 7. Disciplinary action shall be taken in a timely manner.

ARTICLE 33 - WORK POLICIES

Section 1. A copy of the EMPLOYER’S formally established departmental work policies shall be available on or about the work site and during the work shift of EMPLOYEES subject to such policies. Upon request, such policies shall also be made available to the UNION.

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 work week as it contributes to full time permanent EMPLOYEES.

Section 2. Temporary EMPLOYEES shall not participate in any benefits provided by this AGREEMENT except holiday benefits which shall be in the same ratio that the temporary EMPLOYEE’S actual hours worked bears to the full-time work schedule.

ARTICLE 35 - MEET AND CONFER

Section 1. Upon request of either party, up to three (3) members of the UNION and EMPLOYER representatives agree to meet and confer regarding tool access, shift preference, training, and other matters the parties mutually agree to discuss.
ARTICLE 36 - EDUCATIONAL ASSISTANCE

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

A.  A Tuition Aid Request must be submitted to the EMPLOYER for approval at least sixty (60) days prior to registration for the educational course, provided that the EMPLOYER may waive this requirement when the EMPLOYER determines circumstances warrant such action.

B.  The EMPLOYER shall, within thirty (30) days after receipt of the tuition aid request, give the requesting EMPLOYEE written notice of whether the proposed educational course is, or is not, approved for tuition assistance.

C.  If the proposed educational course is not approved, no educational assistance will be provided by the EMPLOYER.  If the proposed educational course is approved, up to one hundred percent (100%) financial assistance may be provided for tuition and registration fees upon completion of the course and submission by the EMPLOYEE of (1) evidence of tuition paid (receipt), and (2) proof of satisfactory completion (a grade report indicating a "C," satisfactory or better).

D.  To assist EMPLOYEES in planning and selecting educational alternatives, the EMPLOYER shall make available to EMPLOYEES information on such guidelines and/or criteria as the EMPLOYER may use in determining which educational courses will be approved for reimbursement.

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

ARTICLE 37 – UNIFORMS

The EMPLOYER will provide uniforms, coveralls and pull over rubber boots, without cost to the employee, at the time of hire. The EMPLOYER will provide a shoe allowance (voucher) for each employee to be used at the vendor of the Employer’s choice. Each employee will have one of these options to choose from:

Option #1: the employee will receive an annual $100 voucher for shoe allowance OR
Option #2: the employee will receive every 2 years a $200 voucher for shoe allowance

If proper use and safety precautions have been taken the EMPLOYER will provide replacement items.

ARTICLE 38 – 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 I of this Article are eligible for a retiree health subsidy if one of the following is met:

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

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

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

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

Section 5. Nothing in this Article will be construed to be a guarantee of future retiree health insurance benefits beyond the expiration date of this agreement. The Medical Center and UNION reserve the right during subsequent negotiations to modify, amend or terminate, in whole of 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 39 – EFFECTIVE DATES

All provisions of this AGREEMENT which were changed from the prior agreement shall become effective upon the execution date of this agreement or as designated with the applicable article.

ARTICLE 40 - TERM OF AGREEMENT

This AGREEMENT shall be in full force and effect from January 1, 2018 through December 31, 2019, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1 prior to the anniversary date that it desires to modify or terminate this AGREEMENT.
ARTICLE 41 – SIGNATURE

In witness whereof, the parties have caused this agreement to be executed this 10th day of July, 2018.

For HENNEPIN HEALTHCARE SYSTEMS

J. L. Pryor, MD, MBA
Chief Executive Officer

Emma Hixson
Director of Labor Relations

For INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Scott Marsyla, Business Representative

Eric Andreska, Steward

Randy Lindahl, Steward
ATTACHMENT A

Memorandum Of Understanding - Military Reservists Benefits
Benefits for Military Reservists
Called to Active Duty

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

As allowed by Minnesota State law (M.S. 471.975), the County Board, though 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.

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

EXTENDED EMPLOYER-PAID HEALTH COVERAGE

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

NOTE: For purposes of administration of this language, after January 1, 2007, any reference above to "County" shall be understood to reference the EMPLOYER, Hennepin Health Systems, Inc. dba Hennepin County Medical Center.
Memorandum of Understanding
IUOE, Local 70
and
Hennepin County Medical Center (HCMC)

RE: HFA Vacation and Sick Conversion and PTO Accrual

On January 1, 2012 Hennepin Faculty Associate (HFA) and Hennepin County Medical Center affiliated. HFA EMPLOYEES who joined the HCMC bargaining unit at the time of affiliation shall receive the following with respect to PTO and Extended Medical Leave:

1) HFA hours of accrued vacation will be converted to HCMC Paid time Off (PTO)
2) HFA EMPLOYEES accrued sick leave, up to a maximum of 80 hours will be converted to HCMC Extended Medical Leave
3) HFA years of service will be counted as years of service at HCMC for determining PTO accrual rate

Memorandum of Understanding
IUOE, Local 70
and
Hennepin County Medical Center (HCMC)

RE: One time unit wide bid process

During the negotiation of the 2014-2015 Collective Bargaining Agreement the parties agreed to the following:

The EMPLOYER shall provide a one-time unit wide bidding process. This bid process will take place in March of 2015 and every other year thereafter. The schedule reflecting the bids will go into effect the first pay period in June of 2015 of the bid year. This bidding process will be in seniority order.

Memorandum of Understanding – Me Too Clause

April 26, 2018

This Memorandum of Understanding (MOU) sets forth a mutual agreement between the employer, Hennepin Healthcare System, Inc. (HHS) and the union, International Union of Operating Engineers, Local 70 with respect to a “Me Too Clause”.

The parties agree to a “Me Too Clause” for the term of this agreement as follows: Subsequent to the tentative agreement reached by the parties on April 26, 2018, should any recognized HHS bargaining unit reach a signed agreement during the 2018-2019 round of bargaining that results in a higher across the board (ATB) wage improvement than provided to members of Local 70; HHS agrees to provide an equivalent ATB to members of Local 70. This provision is exclusive to the ATB and specifically excludes all other provisions.

This MOU expires December 31, 2019 or upon conclusion of the 2018-2019 round of bargaining, whichever comes first. The terms of this MOU are not precedent setting and shall not form the basis for any grievance concerning any alleged violation of the contract.

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

<table>
<thead>
<tr>
<th>Option</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 100% Conversion</td>
<td>Convert all accrued Sick Leave to a new Extended Medical Leave (EML) bank as of December 21, 2008.</td>
</tr>
<tr>
<td>2 – 15% or 25% Payout</td>
<td>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.</td>
</tr>
<tr>
<td>3 – Up to 120 Hours Conversion</td>
<td>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.</td>
</tr>
</tbody>
</table>
| 4 – Multi-Choice Conversion   | The EMPLOYEE can choose to:  
  - Receive 15% or 25% of their Sick Leave hours in cash at their current hourly pay rate and  
  - Convert 40, 80 or 120 Sick Leave hours to Flex PTO hours.  
  - Remaining Sick Leave hours will be converted to the new Extended Medical Leave bank.                                                                                                                                                                                      |