

AFSCME COUNCIL 5 – REPRESENTING HCMC AFSCME:

**Local 977 (General Services Unit)
Local 977 (Clerical Unit)**

**Local 2474 (Technical/Paraprofessional Unit)
Local 2474 (Professional Unit)**

**Union Initial Proposals Presented to:
Hennepin County Medical Center
October 7, 2015 and October 14, 2015**

The Union reserves the right to add to, delete, change or modify items presented in this proposal.

ARTICLE 2 – RECOGNITION

Section 2. See supplementals.

Section 4. Placeholder for creation of new job titles.

ARTICLE 3 – DEFINITIONS

R. Probationary Period. Change as follows: “~~(1) Newly Employed:~~ The first one thousand forty (1,040) compensated regular hours of service of newly hired, rehired or reinstated employees. (The probationary period for reinstated employees may be modified or waived at the discretion of the EMPLOYER, provided such modification or waiver is stated in writing.) ~~(2) Promotional: The first one thousand forty (1,040) compensated regular hours of service following a promotional appointment.”~~”

(NEW) Promotional/Demotional/Transfer Trial. “The first thirty (30) calendar days following a promotion, demotion or transfer wherein the EMPLOYEE or the EMPLOYER may elect to return the employee to his/her previously held position as though never promoted, demoted or transferred.”

(NEW) Transfer. “A change of an employee from a position in one work classification to a position in another work classification with an equal salary range maximum, or a change in work location or department in the same classification.”

ARTICLE 4 – UNION SECURITY

Section 1. Amend to split monthly dues deduction equally across first two paychecks each month.

Section 3. A. Amend as follows: “There shall be not more than ~~[number] (##)~~ ten percent (10%) of bargaining unit employees designated as stewards...”

B. Add “Except for reasons outlined in subsection F below,” to the beginning of the subsection.

F. (NEW) Upon notification to the EMPLOYER of a new steward-in-training, the steward-in-training will be authorized time off with pay, up to an aggregate total of forty (40) hours maximum, for the purpose of training and shadowing another steward (on authorized time off with pay) to investigate or present any one grievance matter to the EMPLOYER.

Section 10. Update to reflect MoU and current practice regarding NEO.

ARTICLE 6 – SENIORITY

Section 1. C. Remove “provided an employee promoted to a supervisory position shall retain seniority rights as if still covered by this AGREEMENT.”

E. (NEW) Seniority is further intended to provide maximum work opportunities to senior employees.

F. (NEW) The EMPLOYER shall recognize seniority for, but not limited to, filling job vacancies, schedule preference, preference for vacation and PTO, time off on a holiday, and layoff and recall.

Section 3.

A. Change to 30 calendar days.

B. “Seniority lists will be furnished to the UNION’s designated representative and the local president and will be posted in the respective departments. Employees and/or the UNION shall be obligated to notify the EMPLOYER by email certified mail of any error in the seniority list within ninety (90) ~~thirty (30)~~ days of the date the seniority list is furnished to the UNION’s designated representative. Within thirty (30) days of notification of errors, the EMPLOYER shall correct errors in the seniority list and furnish the corrected list to the UNION’s designated representative. If no error is reported within ninety (90) ~~thirty (30)~~ days after the date the seniority list is furnished or within thirty (30) days after the date a correction in such list is furnished to the UNION’s designated representative, the list will stand correct as posted.”

Section 5. The Employer shall issue written notice of layoff or recall from layoff to affected employees at least ~~ten (10)~~ sixty (60) calendar days in advance of the effective date. Such notice shall be made by certified mail to the employee’s last known address as shown by the Employer’s records except when the employees are present at the work site to receive notice.

Section 6. Assignment of employees to designated departments shall be at the discretion of the Employer. When it is necessary for the Employer to assign/reassign an employee to a different work assignment, the Employer will provide such employee with ~~two (2) weeks~~ sixty (60) days advance notice when practicable with thirty (30) days to decide on the reassignment.

Sections 7 and 8. Remove these sections.

Section (NEW). Employees on layoff will be recalled to fill vacancies in other classes and departments for which qualified, provided they may not exercise seniority rights to create such vacancies. Such employees may waive such recall, without loss of recall rights, if the salary rate offered by the EMPLOYER for the position to which recalled is more than five (5) percent below the salary rate of the employee when laid off. The name of an employee so recalled will remain on the layoff list for the class from which laid off, subject to the conditions and limitations set forth in this AGREEMENT.

ARTICLE 7 – GRIEVANCE PROCEDURE

Section 2. Remove “HCMC or departmental policies, procedures, or practices”

Section 10 (NEW). If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits set forth in Article 7, Section 3 or any agreed extension, the grievance shall be considered settled on the basis of the Union’s requested remedy.

ARTICLE 9 – WORK SCHEDULES/PREMIUM PAY

Section 1. Add “The EMPLOYER shall maximize full time work opportunities.”

Section 3. A. Add at end of first sentence “Employees affected by schedule changes shall be properly notified as such.” Add to end of subsection: “Such requests shall not be unreasonably denied.”

C. Normally, full-time employees will be scheduled for forty (40) hours of work per week consisting of five (5) consecutive days of eight (8) consecutive hours of work, interrupted only by an unpaid lunch break of no less than thirty (30) minutes. Alternatively, full-time employees will be scheduled for four (4) consecutive days of ten hour (10) hours of work, interrupted only by an unpaid lunch break of no less than thirty (30) minutes. Employees shall normally be granted an unpaid lunch break and two (2) paid fifteen (15) minute relief periods during each full work shift of eight hours or more at times designated by the EMPLOYER. In some situations work demands may on occasion preclude the granting of an uninterrupted lunch break or relief period.

D. The EMPLOYER will meet and confer with the union ~~prior to implementation of~~ to establish alternative work schedules by mutual agreement.

Section 4. Add to end of section: “Hours worked on a sixth (6th) consecutive day shall be compensated at one and one-half (1-½) times the employee’s base pay rate and hours worked on a seventh (7th) consecutive day shall be compensated at two (2) times the employee’s base pay rate.

Section 5. Employees shall be available for overtime work, holidays and night shifts when assigned to such unless excused by the EMPLOYER. Such work shall first be offered to volunteers in order of seniority and subsequently assigned in inverse order of seniority.

Section 7. Change evening differential eligibility from 5 hours to 4 hours.

Section 13. Change weekend differential from \$0.90 to \$1.00.

Section 15. Extra hours on a non-overtime basis or overtime shall be ~~distributed as equally as practicable.~~ offered first by order of seniority within the job classification within the department. Any remaining unclaimed hours shall be offered by seniority within the job classification outside the department. Subsequently remaining hours may be forced by inverse seniority within the job classification.

Section ## (NEW). For each additional duty area assigned above the established duty list will result in a \$3.00 per hour premium pay per additional area assigned. Any inability to complete such additional assigned work areas due to limited hours in a work day will not negatively reflect on promotional opportunities or performance reviews.

Section 18. The EMPLOYER will provide an internal meal pass in the amount of ~~\$4.00~~ \$8.00 when employees work ~~7.5 or more hours over their regularly scheduled shift~~ a shift of six (6) or more hours.

Section (NEW). In the event that the EMPLOYER's technology system is malfunctioning or non-functioning for reasons outside the employee's control and subsequently prevents an employee's ability to complete normal work it shall result in no financial harm to the employee. This includes, but is not limited to, equal application between employees working from home or on-site in regards to being on or off EMPLOYER time during such outage. No employee shall be mandated or coerced to use their PTO/vacation time or to make up productive hours lost due to employer technology system malfunction or non-function.

ARTICLE 10 – HOLIDAYS

Fair and reasonable increase to holidays and other improvements.

ARTICLE 11 – VACATIONS

Fair and reasonable increase to vacations and other improvements.

ARTICLE 12 – SICK LEAVE

Fair and reasonable increase to sick leave and other improvements.

ARTICLE 13 – FLEXIBLE PAID TIME OFF (FLEX PTO)

Fair and reasonable increase to Flex PTO and other improvements.

ARTICLE 14 – LEAVES OF ABSENCE

Section 5. Add to this section: "The EMPLOYER will provide employees up to twelve (12) weeks of 100% employer paid parental leave to any eligible parent following the birth or adoption of a child."

ARTICLE 17 – FUNERAL LEAVE

Remove "not to exceed forty-eight (48) hours in any calendar year" from end of first paragraph.

ARTICLE 19 – MILITARY RESERVE TRAINING

Change to twenty-five (25) days.

ARTICLE 22 – INSURANCE

Fair and reasonable improvements to Insurance and other improvements.

ARTICLE 25 - PART-TIME/TEMPORARY EMPLOYEES

Section 4. (NEW) Part-time and casual utilization will be limited to no more than ten percent (10%) of the total hours worked in any given job classification in any one department.

Section 5. (NEW) Temporary employees, upon completion of six (6) months of employment, will become permanent employees.

ARTICLE 26 – WORK UNIT VACANCIES

Section 1. A vacant position which is to be filled by the EMPLOYER will normally be posted for not less than seven (7) calendar days throughout all departments and work locations within the department where located. Permanent employees ~~within the same class and department~~ may indicate to the EMPLOYER in writing, their interest in being considered for reassignment to fill the vacant position. In filling job vacancies which may exist within the bargaining unit, qualified employees from within any AFSCME bargaining unit shall be given preference in filling said vacancies prior to the consideration of other applicants. Seniority shall be the determining factor in filling vacancies when the Employer determines that the senior employee is qualified to perform the job. Such determination shall not be arbitrary or capricious.

Job vacancies, including jobs in new or remodeled units, shall be awarded to the most senior employee who submits a bid based on seniority, in the following order of priority:

1. Within the classification and within the department
2. Laid off employee in that department
3. Within the classification outside of the department
4. Within the bargaining unit
5. Laid off employee within the bargaining unit
6. Within any AFSCME bargaining unit

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

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

Section 2. Employees promoted, demoted or transferred within the bargaining unit will be subject to a probationary promotional/demotional/transfer trial period. ~~Employees who do not perform~~

~~satisfactorily during the probationary period may return to the previously held position, if it is available. If it is not available, they may apply for available positions for which they are qualified. During the first thirty (30) calendar days following a promotion, demotion or transfer, the EMPLOYEE or the EMPLOYER may elect to return the employee to his/her previously held position as though never promoted, demoted or transferred.~~

Section 3. (NEW) Determination of an employee being qualified for a vacant position shall be based on education, skill, and ability. Work record, performance reviews, and discipline will not be factors in determining qualification and will not prevent promotional opportunities.

Section # (NEW). Vacancies which require bilingual language skills as a requirement for the position will not disqualify current employees who lack the required language skills. When said vacancies are awarded to current employees who lack the required language skills, the EMPLOYER will provided appropriate language education.

ARTICLE 27 - WORK RULES

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

ARTICLE 29 - PERFORMANCE EVALUATIONS

Section 2. Add to section: "Employer must show at time of review, upon request of employee, anything that may be in the Supervisor Shadow File at that time. The employee has the right to dispute, at that time, anything that was put in there without their knowledge. An employee's signature on a performance review shall be considered an acknowledgement of receipt, not necessarily agreement with the aforementioned review. The collection of "peer reviews" shall not be utilized for the purpose of performance reviews and any related in-range salary rate adjustments."

Section 3. Add the following: "When an employee does not receive such increase, the employee will be provided a Performance Improvement Plan (PIP) at the time of review. Upon completion of five hundred

twenty (520) hours worked following the issuance of a PIP, the EMPLOYER will perform a performance review follow-up with the employee on the issues identified in the PIP. Should the performance of the employee improve to a satisfactory level in the areas of concern identified in the PIP, the employee shall receive the in-range merit adjustment effective the completion of the five hundred twenty (520) hours after the initial review.

ARTICLE 30 - EDUCATIONAL ASSISTANCE/TRAINING

Section # (NEW). Employees shall not be required to utilize PTO to attend CLE's or similar ongoing education to maintain licenses and certificates required by the employer to maintain any position. Any training required by the employer or to fulfil licensing required by the employer shall be on employer paid work time.

Section # (NEW). The EMPLOYER and the UNION shall establish a joint education committee. This committee shall cooperatively strive to provide educational, training, and apprenticeship opportunities for employees.

ARTICLE 32 - MEET AND CONFER

Housekeeping clean up to this Article.

Add language for reasonable response times.

Section (NEW). The EMPLOYER agrees to meet and confer with Union representatives to establish and review reasonable caseload/workload and productivity and accuracy standards in specific departments and divisions as identified. The EMPLOYER agrees that ideal or appropriate workloads/caseloads and productivity and accuracy standards will be a significant consideration when assessing employee work performance.

ARTICLE 33 - DISCIPLINE

Section 2. Discipline, when administered, shall be progressive and corrective in nature. Discipline will be in one or more of the following forms and normally in the following order:

- A. Oral Reprimand
- B. First Written Reprimand
- C. Second Written Reprimand
- D. Suspension (one day = 8 hours)
- E. 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 5. Modify to read no later than the step 1 meeting.

Section 6. C. Replace with: “Disciplinary notices shall not be used as a basis for progressive discipline after a period of twelve (12) months and shall be removed from an employee’s personnel records.”

Section 8. Disciplinary action shall be ~~taken in a timely manner.~~ issued to employees within seven (7) calendar days of the event or action for which the disciplinary action is being taken.

Section 9. (NEW) The EMPLOYER will notify the UNION of all administrative investigations, suspensions and terminations within forty-eight (48) hours.

Section 10. (NEW) Any camera or video device recordings will not be used in disciplinary matters unless agreed upon by both parties.

Section 11. (NEW) All disciplinary actions, excluding oral reprimands, will be accompanied by a Corrective Action Plan that will detail necessary steps to improve the cause for disciplinary action.

Section 12. (NEW) Attendance shall be on a separate disciplinary track from performance and conduct issues. **(INCLUDE PLACEHOLDER FOR ATTENDANCE POLICY HERE)**

Section ##. (NEW) Any matter which may be a subject of discipline will be preceded by a corrective coaching on the appropriate issue prior to the issuance of any discipline

ARTICLE 36 - SCOPE OF AGREEMENT

Remove second paragraph.

ARTICLE ## - ~~AUTOMOBILE~~ TRAVEL EXPENSES

Section 2. Reimbursement shall be made for reasonable parking expenses actually incurred by the employee, but not to exceed \$15.00 ~~\$9.50~~/park with receipt and \$8.00 ~~\$5.00~~/park without receipt.

Section 4 (NEW). Employees will be provided the option to enroll for monthly Metro Transit Passes. The EMPLOYER will offer this benefit to employees, with 75% of the cost paid for by the EMPLOYER.

ARTICLE ## - RIGHT OF CONTRACTING SERVICES

Section 2. In the event the EMPLOYER finds it necessary to subcontract out work now being performed by existing employees, ~~or has been previously performed by existing employees, that will result in the layoff of employees,~~ the UNION will be notified no less than ninety (90) calendar days in advance of the effective date of subcontracting the employees ~~will be laid off as a result of the decision to subcontract.~~ During this ninety (90) day period, the EMPLOYER will meet with the UNION and discuss ways and

means of minimizing any impact the subcontracting may have on employees, including layoffs. Any agreement between the EMPLOYER and any subcontractor to provide work currently or traditionally performed by bargaining unit employees will be conditioned upon 1) the retention of all workers for at least ninety (90) days, and 2) the subcontractor signing an assumption agreement, whereby the subcontractor will assume the terms and conditions of this AGREEMENT for those employees performing said work. Further, the subcontractor will agree to negotiate with the UNION any additional contract language necessary to make those employees whole (i.e. union security clause and retirement savings).

ARTICLE ## (NEW) - SUCCESSORSHIP

Section 1. Change of Ownership. In the event that the EMPLOYER sells or assigns Hennepin Health Systems in whole or in part, or in the event that there is a change in the form of ownership, the EMPLOYER shall notify the Union as soon as practical in writing and shall make all payments which are then due or which shall be due as of the date of transfer of the business for wages, vacation and/or health and welfare for employees.

Section 2. Binding on Successors. This Agreement shall be binding upon the successors and assigns of the parties hereto. No provisions, terms or obligations herein contained shall be affected, altered or changed in any respect whatsoever by the consolidation, merger, transfer or assignment of the EMPLOYER's interest, or any part thereof, in any establishment covered by this AGREEMENT. Any sale, consolidation, merger, transfer or assignment of the EMPLOYER's interest, or any part thereof, shall be conditioned upon a signed agreement as to the assumption of this AGREEMENT.

Section 3. Retention of Employees. In the event that the EMPLOYER sells or assigns Hennepin Health Systems in whole or in part, or in the event that there is a change in the form of ownership, the affected employees will be retained by the new ownership or entity for a period of no less than ninety (90) days.

Section 4. Privatization. Any new ownership or entity that moves Hennepin Health Systems, in whole or in part, from the Public Sector to the Private Sector will, as a condition of sale or transfer, agree to negotiate the addition of terms to this agreement that are equivalent to those governed by PELRA.

ARTICLE ## - WAGE RATES

Fair and reasonable wage increases and other improvements.

ARTICLE ## - UNIFORMS

Remove uniform color code.

Section 1. Increase annual replacement to six (6) for 49-80 hours worked and four (4) for 40-48 hours worked.

ARTICLE ## - LUMP SUM PAYMENT

Fair and reasonable lump sum payment.

ARTICLE ## - HEALTH AND SAFETY

Add this article (from Clerical Contract) to all Contracts.

Section ## (NEW). The EMPLOYER will ensure that the working environment and all conditions of work are maintained in a safe manner and that all safety devices and equipment required by the various health codes and other applicable statutes are supplied to maintain a safe environment.

Section ## (NEW). Joint Safety and Health Committee ("Committee") will be established by the EMPLOYER and the UNION, composed of an equal number of employees and management. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The EMPLOYER will coordinate the meetings of the Committee. This Committee will meet periodically, but no less than quarterly at which time they will conduct a walk-around inspection. The EMPLOYER will consider all of the recommendations from the Committee in good faith.

Section ## (NEW). The EMPLOYER will provide a psychologically safe and healthy workplace.

ARTICLE ## - TERM OF AGREEMENT

The AGREEMENT shall be in full force and effect from January 1, ~~2014~~2016, through December 31, ~~2015~~2017, 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. In witness thereof the parties have caused this AGREEMENT to be executed this ____ day of _____, ~~2014~~2016.

ADDITIONAL DISCUSSION ITEMS:

Grievance Procedure

Tuition Reimbursement

Meet and Confers
Event Reports/Complaints

LOCAL 977 HEALTH GENERAL SERVICE UNIT specific proposals

ARTICLE 2 – RECOGNITION

Section 1. Amend to read: “The EMPLOYER recognizes the UNION as the exclusive representative for the following unit of Hennepin County Medical Center employees under the Minnesota Public Employment Labor Relations Act (Minnesota State Statute 179A.01 et. seq.) Health General Service Unit (AFSCME Council 5, Local 977). ~~A unit of~~ Employees in all health general service and related classifications ~~employees in the classifications of:~~ [Remove classifications listed] who are full time (forty (40) hours per week) and part-time (fourteen (14) or more hours per week) or working more than sixty-seven (67) work days per year exclusive of supervisory, confidential, and all other individuals and classifications in the employ of the EMPLOYER.

LOCAL 977 CLERICAL UNIT specific proposals

ARTICLE 2 – RECOGNITION

Section 1. Amend to read: “The EMPLOYER recognizes the UNION as the exclusive representative for the following unit of Hennepin County Medical Center employees under the Minnesota Public Employment Labor Relations Act (Minnesota State Statute 179A.01 et. seq.) A. Clerical Unit (AFSCME Council 5). ~~Employees in all clerical and related classifications in Hennepin County Medical Center in the~~ classifications of: [Remove classifications listed] who are full time (forty (40) hours per week) and part-time (fourteen (14) or more hours per week) or working more than sixty-seven (67) work days per year exclusive of supervisory, confidential, and all other individuals and classifications in the employ of the EMPLOYER.

LOCAL 2474 TECHNICAL PARA-PROFESSIONAL UNIT specific proposals

ARTICLE 2 – RECOGNITION

Section 1. Proposal to come upon receipt of requested information.

LOCAL 2474 PROFESSIONAL UNIT specific proposals

ARTICLE 2 – RECOGNITION

Section 6. (NEW) “No job classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement.”