

Agreement Between
Fairview University of
Minnesota Medical
Center-East Bank

and

LOCAL 1164
AFSCME COUNCIL 5
AFL-CIO

August 1, 2024- July 31, 2027

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ARTICLE 1 - PREAMBLE

Section 1- This Agreement is made and entered into on August 1, 2021 by and between Fairview Health Services, hereinafter referred to as the Employer, and the American Federation of State, County, and Municipal Employees, Council No. 5, and Local 1164, AFL-CIO, hereinafter referred to as the Union. This agreement has as its purpose the continuing promotion of positive relations between the Employer and the Union; the establishment of respectful procedures for the resolution of differences; and the establishment of a formal understanding relative to all conditions of employment provided for in this Agreement.

Section 2 - Equitable and Just Opportunity The Union supports Hospital goals, policies, and practices intended to advance race and gender equity, reverse disparity trends and eliminate systemic racism to achieve fair, just and equitable opportunities and outcomes for all people.

ARTICLE 2 - RECOGNITION

Section 1 - Unit Scope The Employer recognizes the Union as the sole and exclusive bargaining representative for all full time and regular part time non-professional employees employed by the Employer at the University of Minnesota Medical Center, Fairview University Campus; excluding business office clerical employees, technical employees, professional employees, managers, confidential employees, guards and supervisors as defined in the National Labor Relations Act, and all other employees.

ARTICLE 3- UNION SECURITY

Section 1 - Union Security All persons now employed or hereinafter employed by the Employer, who have completed their probationary period, shall become and remain members of the Union, or alternatively shall pay the portion of the dues and assessments that are uniformly applied to all members covered by this Agreement that relate to the Union's representation function.

Section 2 - Termination If any employee does not comply with the union security clause as defined above the Employer shall terminate the employee within thirty (30) calendar days of written notice to do so by the Union. The Union shall save the Employer harmless from any claims of an employee so terminated.

Section 3 - Check Off The Employer agrees to deduct Union dues and fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization which is irrevocable for a period of one (1) year, or until the termination date of this Agreement, whichever is sooner. Deductions shall be made by the Employer each pay period and transmitted to the Union together with a list of names of the employees and the deductions made. This list shall also include the job code, the hourly rate and the authorized hours for each employee. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union. People Check-off - The Employer shall provide a payroll deduction for voluntary employee contributions to the Union Political Action Committee.

Section 4 - Indemnification The Union agrees to indemnify and save the Employer harmless

against all claims that may arise out of or by reason of action by the Employer in reliance upon the Union security and check off authorization specified in this Article.

Section 5 - Employee Lists The Employer shall furnish the Union a monthly list showing the names of employees, authorized hours and department, together with the names and dates of termination of terminated employees, plus any classification changes within the bargaining unit. Once each quarter the Employer will provide the Union with a report which shows actual hours worked by part time bargaining unit employees for the quarter. The Employer will also provide an electronic text download monthly of employees added to the bargaining unit which indicates their classification, work location and shift.

Section 6 - Copy of Agreement The Employer agrees to give all new bargaining unit employees at the time of orientation a copy of this Agreement, which is to be provided by the Union. The Union will be allowed fifteen (15) minutes during the lunch period at the New Employee Orientation day to meet with new bargaining unit employees and adequate unpaid travel time if needed and contingent upon advance notice and supervisory approval.

ARTICLE 4 - HOURS OF WORK

Section 1 - Work Period The work period normally shall consist often (10) eight (8) hour days in a fourteen (14) calendar day period or forty (40) hours in a seven (7) calendar day period as determined by the needs of the department. All employees shall be scheduled so as to receive at least two (2) consecutive days off during a fourteen (14) calendar day period. The Employer will make reasonable efforts to schedule employees in such a manner to avoid working two (2) shifts within a twenty-four (24) hour period. The Employer shall arrange staff schedules to conform with their authorized hours. The Employer shall not regularly schedule employees to work more than ten (10) days in a pay period without their approval.

Except in the case of an emergency, an employee may not work more than three (3) double shifts in a rolling seven (7) consecutive day period, two (2) consecutive days of double shifts, two (2) consecutive shifts or one hundred twenty (120) hours in any pay period which must include the employee's regularly scheduled shifts unless it has been approved by the supervisor.

Section 2 - Consecutive Hours The normal work shift each day shall consist of consecutive hours except for interruptions for lunch periods. There shall be no split shifts unless requested from an employee and approved by the Employer and the Union.

Section 3 - Work Schedules Work schedules showing the shifts, days, and hours of all employees for a four (4) week period shall be prepared and communicated in writing by the Employer at least fourteen (14) calendar days prior to their effective date. Changes may be made by the Employer in that work schedule with at least fourteen (14) calendar days written notice. However, the Employer may not make changes to that schedule for the sole purpose of avoiding the payment of overtime. Employees who volunteer to work shifts, days and hours not on their posted schedule may do so with the approval of the supervisor without overtime payment, unless overtime payment would be required under the Fair Labor Standards Act. Absent volunteers to work a changed schedule with less than fourteen (14) calendar days' notice, the work shall be assigned to employees on the basis of ability to do the job and inverse seniority. The provisions

of Article 6, Overtime, shall apply to employees who are mandated to work these additionally assigned days, shifts and hours. Work schedules will not be changed except as specified herein unless necessary due to an emergency declared by the Hospital Administrator or a vice-president.

Section 4 - Distribution of Unscheduled Shifts, Days and Hours Unscheduled day shifts, and hours with less than fourteen calendar (14) days' notice will be distributed to employees possessing the ability to do the job within the work location where the need exists as hereinafter set forth.

A. Four Hours' or Less Notice If the need is known four (4) hours or less in advance, the Employer may, in its discretion, distribute the unscheduled shifts, days, and hours in the following ways:

Non-Overtime. The Employer shall on a non-overtime basis, offer the unscheduled shifts, days, or hours, to employee volunteers currently at the work site by seniority. If there are no volunteers currently at the work site, the Employer may offer the unscheduled shifts, days or hours to other employees on a non-overtime basis who have indicated in writing a willingness to work them, in seniority order.

Overtime. Alternatively, the Employer shall on an overtime basis, offer the unscheduled shifts, days or hours, by seniority, to employees currently at the work site. If there are no volunteers, the Employer may require, on an inverse seniority basis, employees who currently are at the worksite to work the unscheduled shifts, days, or hours; or the Employer may offer the unscheduled shifts, days, or hours, in seniority order, to other employees on an overtime basis who currently are not at work by first calling those employees who previously have indicated in writing a willingness to work them.

B. More Than Four Hours' Notice If the need is known more than four (4) hours in advance, the Employer may, in its discretion, distribute the unscheduled shifts, days or hours in the following ways:

Non-Overtime. The Employer shall on a non-overtime basis, offer the unscheduled shifts, days, or hours to employee volunteers by seniority.

Overtime. Alternatively, the Employer shall distribute the work on an overtime basis to employee volunteers, first by offering the unscheduled shifts, days or hours, by seniority, to employees who previously have indicated in writing their willingness to work them. If there are no volunteers, the Employer may require, on an inverse seniority basis, employees to work the unscheduled shifts, days, or hours.

C. Restrictions on Mandated Assignments Mandated assignments of unscheduled shifts, days, or hours with less than fourteen (14) calendar days' notice shall not exceed eight (8) consecutive hours, exclusive of an unpaid lunch period. No more than two (2) full mandatory unscheduled shifts or four (4) partial mandatory shifts of four (4) hours or less per pay period per employee, may be made by a supervisor. Records of mandated assignments will be provided to the

Union upon request.

Section 5 - Mutual Exchange Employees may mutually agree to exchange days, shifts, or hours of work, including any exchanges that would result in overtime for either employee, with the approval of their supervisor.

Section 6 - Paid Rest Periods Employees are entitled to and shall be granted a fifteen (15) minute paid rest period during each four (4) hour period of work. Special arrangements for paid rest periods should be made between the employee and the supervisor when workload or staffing requirements prevent a regular schedule, or a schedule around the middle of the four (4) hour period. Paid rest periods are not cumulative from one day to the next.

Section 7 - Lunch Period All employees with scheduled shifts of six (6) or more hours shall be granted an unpaid lunch period of thirty (30) minutes during each work shift unless a different amount of time is agreed to by the employee and the Employer. Any employee who is required by the Employer to perform job duties or remain available at his or her work station for work during their meal period shall be compensated for such time at their regular hourly rate of pay, either on a straight time or overtime basis, whichever is applicable. The Employer shall make reasonable efforts to schedule the lunch period at the middle of each shift. These lunch period requirements may be waived by agreement of the Employer and the employee. A waiver of the lunch period requirements by an entire department shall also require notice to the Union.

Section 8 - Clean-up Time Reasonable clean-up time shall be granted to employees who change their uniforms or become soiled during their work shift provided that services given to patients are uninterrupted.

Section 9 - Emergency Work In the event of an emergency declared by the Hospital Administrator during which employees cannot reach home and are required to work, the Employer shall make food and emergency lodging available, if possible.

Section 10 - Flexible Work Day The Employer, and an individual employee may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day.

Upon the request of an employee, the Employer agrees to discuss the possibility of flexible schedule, which accommodates an employee's personal need and meets the need of the department. This flexible schedule might include but not be limited to adjustment of the starting or ending times, shortened or intermittent workdays when some work can be accomplished at home, and/or split shifts. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

A. An employee shall have an opportunity to review the alternate work schedule or schedules being considered prior to agreeing to a flexible work schedule. The Employer shall retain written documentation that the employee has agreed to a flexible work schedule and shall document the pattern of flexible schedule, which the employee will work. (If an employee's schedule changes to a flexible work schedule, a copy of the documentation shall be provided to the Union.)

An employee electing to work schedules providing for work in excess of eight (8) hours

per day under this Section may revoke such election by giving the Employer written notice eight (8) weeks prior to the effective date of the Employer's next posted schedule of work hours. However, if an employee is hired into a position with hours in excess of eight (8) per day, the employee may not revoke the schedule.

B. If a flexible work schedule is established, the basic work period shall be forty (40) hours per week. An employee working a flexible schedule shall be paid time and one half (1-1/2) for hours in excess of forty (40) hours per week rather than overtime for all hours worked in excess of eight (8) hours per day and eighty (80) hours in a fourteen (14) calendar day period.

Section 11 - Percentage of Authorized Hours An employee who works scheduled hours greater than eight (8) hours or more beyond his/her authorized hours in his/her work area for eight (8) payroll periods in succession, shall have his/her authorized hours raised to a level approximating the hours worked in the eight (8) payroll periods if the employee so requests. However, the Employer will not be required to raise the authorized hours if there is clear evidence that the employee will not be working beyond his/her authorized hours on a regular basis in the future. Similarly, the Employer may decrease an employee's authorized hours where the employee has not consistently worked his/her authorized hour for eight (8) payroll periods in succession, unless the employee has been on an Employee approved leave of absence. Any authorized hours adjusted under the provisions of this Section shall be effective on the first pay period after the adjustment request is received by the Employer. No posting of positions will be necessary for increases executed under this Section.

Section 12 - Break Areas Employees working in a work area where there is a designated break room for other employees who work in that area shall be allowed to use the break room in that area unless it would interfere with the patient care process.

Section 13 - Schedule Meet and Confer Upon request of the Union, the Employer agrees to discuss at the monthly Labor/Management Meeting improvements in a department's current schedule which would minimize the number of rotating shift schedules and schedules which include weekend work, or which would result in more equitable distribution of work among employees, more efficient completion of work, in an improvement in the quality of work, ways to increase the number of consecutive days off, or any other way to positively impact the work done by employees. The Employer agrees to consider any scheduling or change in work plan or review any work area/ job assignment/ job expectation which the Union presents, and to discuss any decisions regarding such plans with Union Representatives.

ARTICLE 5 - FLOATING

If it is necessary to float an employee from his/her work location to another work location for one (1) shift or less, the most senior volunteer from among qualified employees who are at work on the work location shall be floated. If there are no volunteers, qualified employees at work on the work location shall be floated equally in inverse seniority order over the course of the calendar year. Employees with twenty (20) or more years of seniority may volunteer to float, but will not be required to float unless it would prevent the Hospital from providing needed services.

ARTICLE 6 - OVERTIME

Section 1 - Overtime Hours and Rates Overtime must be approved by the immediate supervisor or other appropriately designated supervisor and/or administrator. All employees shall receive premium overtime compensation as follows:

A. All hours worked in excess of eight (8) hours per day and eighty (80) hours in a fourteen (14) calendar day pay period or forty (40) hours in a seven (7) calendar day period as determined by the needs of the department shall be paid at time and one - half (1-1/2) the employee's regular rate of pay. MLB hours and PTO hours taken as time off count for purposes of overtime calculation. PTO time not taken as time off (i.e. matching PTO hours to hours, worked on a designated holiday) is not considered hours worked for purposes of overtime calculation.

B. All hours worked after twelve (12) consecutive hours in any workday shall be paid at two (2) times the employee's regular rate of pay. Hours shall be considered consecutive when there is no break greater than one (1) hour during the work period.

C. All mandated additional shifts, days and hours assigned to employees with less than fourteen (14) calendar days notice outside the employees' regular work schedule shall be paid at time and one half (1-1/2) in accordance with Article 4, Section 3, Hours of Work.

D. For those employees with authorized hours greater than or equal to forty (40) hours per pay period, an employee working a scheduled shift which starts less than twelve (12) hours after the employee's most recent shift ends shall be paid overtime at the rate of time and one half (1-1/2) for the hours worked from the time of return until the end of the twelve (12) hour period. This overtime provision shall not apply to part time employees with authorized hours less than forty (40) hours per pay period. The payment of overtime under this paragraph (ID) also does not apply when employees have volunteered to work these hours or shifts, either bid for or have been hired into jobs with such schedules, or traded or exchanged with other employees for such schedules.

E. All hours worked on the second of two (2) consecutive weekends shall be paid at time and one half (1-1/2) the employee's regular rate of pay. For purposes of the payment of overtime under this paragraph (IE), weekends may be defined by a department for individual employees as either shifts starting at or after 11:00 p.m. Friday and ending at or before 11:00 p.m. Sunday or shifts starting at or after 7:00 a.m. Saturday and ending at or before 7:00 a.m. Monday. The payment of overtime under this paragraph (IE) also does not apply when employees have requested to work a schedule that includes consecutive weekends on a non-overtime basis, either bid or been hired for jobs with such schedules, or traded or exchanged with other employees for such schedules.

F. An employee who incurs overtime as the result of working a dual appointment or an out of classification assignment shall be paid overtime based on the average rate of pay for the hours worked in the pay period in the different classifications.

Section 2 - Overtime Compensation All overtime shall be paid by check in the next regular pay period.

Section 3 - No Pyramiding There shall be no pyramiding of overtime. An employee earning premium or overtime pay in this article and/or holiday pay for the same hours will receive only the highest of these pay rates but not both regardless of the reason for the overtime or holiday pay.

Section 4 - Call Back An employee who is called from home after having completed his/her workday shall receive as a minimum, four (4) hours pay for the work performed.

ARTICLE 7 - ON CALL

Section 1 - On-call employees Employees who are notified or alerted to be "on-call" shall receive one-fourth (1/4th) pay for any hours awaiting such calls.

Section 2 - Compensation An employee who is scheduled as on-call and is called back to work after completing his/her workday or on a non-workday shall receive, as a minimum, four (4) hours pay.

ARTICLE 8 - REPORTING TIME

Section 1 - Reporting Time Compensation Any employee who is asked, required or scheduled by the Employer to report for work for a scheduled work shift of at least four (4) hours and who presents himself/herself as scheduled, shall be entitled to at least four (4) hours of work or four (4) hours pay at his/her regular straight time hourly pay rate or overtime, whichever is applicable. Any employee who is asked, required or scheduled by the Employer to report for work for a scheduled shift of less than four (4) hours and who presents himself/herself as scheduled, shall be entitled to at least the scheduled hours of work or pay for the scheduled hours at his/her regular straight time hourly pay rate or overtime, whichever is applicable. Should an employee be excused from work due to illness or at his/her own request he/she shall receive pay only for hours actually worked, plus compensation for any hours charged to paid leave.

ARTICLE 9 - CASUAL EMPLOYEES

Casual employees are those employees with no regularly scheduled or authorized hours (0%). Additional shifts and hours of work on a non-overtime basis must be offered to part time and full-time employees in accord with Article 4 of this Agreement before such shifts or hours may be offered to casual employees. Likewise, additional shifts and hours of work on an overtime basis must be offered to part time and full-time employees in accord with Article 4 of this Agreement before such shifts or hours may be offered to casual employees. Only the wage provisions of this Agreement shall be applicable to casual employees. They shall not be entitled to other coverage or benefits under any other provisions of this Agreement.

A casual employee who works scheduled hours of twenty-four (24) hours or more in his/her work area for nine (9) payroll periods in succession, shall be converted to a regular part time employee and become eligible for all applicable provisions of this Agreement. However, the Employer will not be required to raise the authorized hours if there is clear evidence that the employee will not be working the hours on a regular basis in the future.

ARTICLE 10 - VOLUNTEERS

The purpose of Hospital volunteers is to enhance the quality of the time spent in University of Minnesota Medical Center, Fairview-University Campus by its guests. No job normally performed by bargaining unit employees will be performed by volunteers if this would result in the layoff of a bargaining unit employee.

ARTICLE 11 - TEMPORARY AGENCY STAFF

Any position anticipated to last 30 calendar days or more shall be posted. Upon request of the Union, the Employer agrees to explore alternative options related to the use of temporary agencies to cover the position during the Labor/Management meeting as outlined in Article 14, Section 2 if the use of the temporary agency extends beyond 30 calendar days. In all cases, available work or positions must first be offered to bargaining unit employees in accordance with Article 4, Hours of Work.

ARTICLE 12-PAID TIME OFF (PTO)

Section 1 - Eligibility for Paid Time Off Employees who are authorized forty (40) hours or more per pay period shall be eligible for Paid Time Off as specified below.

Section 2 - Day Off Subject to staffing requirements, employees authorized to work eighty (80) hours per pay period shall, upon the employee's request, receive an unpaid or PTO day off within a two (2) week period of each designated holiday.

Section 3 - Designated Holiday The designated holidays are Easter, Memorial Day, July 4, Labor Day, Thanksgiving, Christmas, and New Year's. The designated holiday is observed on the actual date of the holiday regardless of whether it falls on a weekday, Saturday or Sunday. The designated holiday normally begins with the start of the night shift before the designated holiday and ends on completion of the evening shift on the designated holiday. However, the Christmas and New Years designated holiday period extends over thirty-two (32) hours beginning with the evening shift on Christmas Eve and New Years Eve and ending with the completion of the evening shift on Christmas Day and New Years Day. For employees authorized forty (40) hours or more per pay period, hours worked on designated holidays shall be paid at time and one-half (1 1/2).

In the event an area is closed on a designated holiday, all employees in that area who would not be able to work their authorized hours may request that management review opportunities for additional hours of work in other areas.

Section 4 - PTO on a Designated Holiday Eligible employees who work on a designated holiday, in addition to the hours paid for working, can choose to pay themselves from their PTO bank. Employees may use PTO hours up to the number of hours worked on the designated holiday shift. If a designated holiday falls on an employee's regularly scheduled day to work and the employee does not work on that day, he or she can elect to use PTO or take the day unpaid. Employees not normally scheduled to work the designated holiday cannot use PTO.

Section 5 - Employees Authorized Eight (8) to Thirty-nine (39) Hours per Pay Period

Employees authorized to work eight (8) to thirty-nine (39) hours per pay period who work on a designated holiday shall be paid holiday hours equal to the number of hours worked, in addition to their regular pay.

Section 6 - Scheduled Time Off

Scheduled Time Off shall be taken at times selected by employees consistent with staffing requirements, provided such requests are submitted to the employee's supervisor on a quarterly basis, in writing, in accordance with the following schedule:

Period to Request Scheduled Time Off for the Subsequent Calendar Quarter.	Scheduled Time Off Period
3/1 -3/31	6/1- 8/31
6/1-6/30	9/1 - 11/30
9/1 -9/30	12/1 -2/28
12/1 - 12/31	3/1-5/31

Within fourteen (14) calendar days of the end of the period to request time off for the subsequent calendar quarter, the supervisor shall approve or disapprove all Scheduled Time Off requests (including designated holidays) in the work location in seniority order, subject to staffing requirements. Subsequent time off requests submitted after the applicable periods set forth above shall be considered on a first request priority basis, subject to staffing requirements, without regard to seniority. All such subsequent requests for time off shall normally be responded to within fourteen (14) calendar days. No Scheduled Time Off requests shall be approved with less than sixty (60) calendar days notice unless those employees who have requested Scheduled Time Off with more than sixty (60) calendar days notice and have been denied are given the opportunity, in seniority order, to take Scheduled Time Off for any part of the period which was earlier requested and denied. In the event that staffing needs would allow for some days in a multiple day request to be approved and one or more of the days to be denied, the employee shall be given the option of taking the modified leave.

Except for emergencies, the Employer shall not have the right to change an employee's Scheduled Time Off once his/her request has been approved.

Employees may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor, so long as the exchange does not result in the payment of overtime for hours that would otherwise be paid at straight time. In no case will such mutual exchanges be permanent.

Section 7 - Holiday Scheduling

No employee will be required to work two (2) consecutive designated holidays unless it would prevent the department from providing needed services. However, no employee shall be required to work more than two (2) consecutive designated holidays.

No employee will be required to work two (2) consecutive Christmas holidays unless it would prevent the department from providing needed services. Employees authorized sixty (60) hours per pay period or more will not be required to work both Christmas and New Year's. Any employee with twenty (20) years of seniority or more will not be required to work more than two (2) designated holidays per year unless it would prevent the department from providing needed services.

Section 8 - Floating Holiday Employees who are authorized forty (40) hours or more per pay period with a minimum of ten (10) years of seniority will receive one (1) floating holiday to be taken at a time mutually agreed upon between the employee and the hospital during that contract year.

Section 9 - PTO Accrual Rates

Eligible employees will accrue PTO at the following rates:

0-4 years	24 days	7.4 hours per pay period
5-8 years	29 days	9.0 hours per pay period
9-14 years	34 days	10.6 hours per pay period
15 + years	39 days	12.1 hours per pay period

The foregoing rates are based upon full-time employment. Part-time employees earn prorated PTO based on hours paid, up to a maximum 2,080 hours per year. Employees earn credit to advance in their PTO schedule for each year in which they are eligible. The maximum accrual of PTO is two times an employee's annual accrual up to the following maximum bank accrual levels:

- effective January 1, 2018 - maximum bank accrual 240 hours, and
- effective January 1, 2020 - maximum bank accrual 280 hours

Section 10 - Medical Leave Bank (MLB) Eligible employees covered by PTO also earn hours in a medical leave bank (MLB). MLB helps cover extended absences from work due to illness, injury, or disability. The hours are earned in a separate bank from PTO hours.

The rate of accrual is seven (7) days per year for full-time employees. Eligible part-time employees receive pro-rated MLB based on hours paid. The maximum accrual is ninety (90) days MLB. In order to use MLB, an employee must first use PTO equal to one-half their authorized hours, or unpaid time if PTO is not available. An employee shall have the option to use PTO rather than MLB once they have reached one half of their authorized hours in PTO. An employee who is currently and has been continuously authorized forty (40) hours per two week pay period for at least twelve (12) months may use MLB for extended absences due to an illness of or an injury to the employee's dependent child for such reasonable periods as the employees attendance with the dependent child may be medically necessary on the same terms as the employee is able to use MLB for the employee's own illness or injury. Dependent child for purposes of this section is defined as: a child under the age of 18, or under age 20 and still attending secondary school who is born to the employee, adopted, a stepchild, a foster child, or a child for whom the employee is a legal guardian.

Section 11 - PTO Use Employees must follow established department procedures for requesting time off. Discipline solely as a result of an employee's use of PTO will be progressive.

Section 12 - PTO Donation If the Hospital creates a PTO Donation Program, and the union chooses to participate, Employees authorized 40 hours per pay period or greater shall be eligible to participate in the PTO Donation Program consistent with Fairview policy without restriction on the amount of PTO time they may donate. Employees on a personal leave of absence for a death in the employee's immediate family as defined in Article 13, Section 3A Bereavement Leave for a family member who resides outside of North America will qualify for PTO donation consistent with the eligibility requirements stated herein.

Section 13 - Termination If an eligible employee gives two (2) weeks' notice of intent to terminate, he/she will be paid out all available PTO at time of termination. If an eligible employee does not give proper notice or is discharged, he/she will be paid out fifty percent (50%) of his/her available PTO. An eligible employee who is laid-off will receive PTO pay as if he/she had resigned with proper notice. PTO time cannot be counted as part of the required notice.

ARTICLE 13 - LEAVES OF ABSENCE

Section 1 - Application for Leave All requests for a leave of absence shall be submitted in writing by the employee to the leave of absence administrator. The request shall state the reason for and the anticipated duration of the leave of absence. Except in the case of an emergency, all requests for a leave of absence shall be submitted at least ten (10) calendar days in advance.

Section 2 - Authorization for Leave Authorization for or denial of a leave of absence shall be furnished to the employee in writing by the leave of absence administrator as appropriate. Where applicable, the supervisor shall make reasonable efforts to respond to the request within seven (7) working days of its submission.

Section 3 - Paid Leave of Absence Paid leaves of absence shall be granted to employees proportionate to their authorized hours.

- A. Bereavement Leave.** A leave of absence of three (3) days without loss of pay shall be granted to employees when a death occurs in the employee's immediate family, to make necessary funeral arrangements, and/or to attend funeral services. The leave will coincide with the day of the funeral unless different days are agreed upon between the employee and the department manager. The employee will receive bereavement leave based upon the number of hours he or she was scheduled during the bereavement leave. An employee may use PTO in conjunction with bereavement leave with supervisory approval. Employee's immediate family shall be defined as spouse or domestic partner, parents, parents-in-law, grandparents, grandchildren children, brothers, sisters, or persons for whom the employee is the legal guardian. An employee will be allowed to attend the funeral of individuals not specified above with supervisory approval and may be compensated for such leave through the use of

their PTO. The use of PTO in such circumstances will not be recorded as UTO.

If an employee is required to travel outside of North America for a bereavement leave of absence as defined in the previous paragraph, the employee and the supervisor will meet to discuss the leave, length of time and coverage options. The terms and limitations to the days / hours of time off without loss of pay will be the same as the previous paragraph and the leave request will be subject to the same approval process defined under Article 12, Section 6.

B. Court Appearance Leave. Leave shall be granted to an employee when the employee is either subpoenaed or directed by Fairview to appear in court for a matter arising out of and in the course of her/his employment with Fairview. A one (1) day unpaid leave of absence will be granted to an employee if his or her supervisor is presented with a subpoena requiring the employee to appear in court, if the court appearance conflicts with the employee's regularly scheduled shift.

C. Jury Duty Leave. When an employee receives notice of jury duty, the employee shall notify the employee's immediate supervisor at once. The employee will be given leave for such jury duty and will be made whole for loss of pay during that period. The employee will report for work whenever the employee's jury duty does not conflict; provided, however the employee will not be required to work later than 7:00 p.m. on any day the employee was requested to report for jury duty. Any reasonable rearrangement of work hours including re-shifting of other employees for that purpose, will be made. In making the employee whole, the employee's wages will be computed as if the employee had worked on the first shift at straight time and be paid in full. In no event shall jury allowance be made in any one (1) year to an employee for over two (2) weeks of such service. Whenever considered necessary by the Employer because the needs of the business at a particular time or the difficulty of the substitution for the particular employee, said employee will cooperate with the Employer in requesting and obtaining a postponement of said jury duty.

Section 4 - Unpaid Leaves of Absence.

A. Employee Medical Leave. A leave of absence without pay shall be granted to an employee in the case of illness or physical disability, rendering the employee unable to work as certified by a physician, which exhausts accumulated time off. Such leave shall be for the period of illness or disability only, up to a maximum of one (1) year. An employee must either be authorized forty (40) hours or more per pay period or have worked for the Employer for twelve (12) months and a minimum of twelve hundred fifty (1,250) hours in the preceding twelve (12) months in order to be eligible. The leave terminates after expiration of the one (1) year or upon certification by a physician of recovery from such illness or disability, whichever occurs first. The Employer reserves the right to request proof of illness and/or to require a medical examination paid for by the Employer by a physician of the Employer's choosing.

B. Family and Medical Leave. The Employer agrees to adhere to the Family and Medical Leave Act and its regulations for all eligible employees. Any time an employee applies for a leave for an FMLA eligible event, the Employer shall inform the employee of their rights and obligations under FMLA. For FMLA purposes, leave eligibility shall be based on the twelve (12) months preceding the first day of the requested leave. Employees shall be allowed to use accrued PTO during any FMLA absence in which the employee is caring for a family member who has a serious health condition as defined by FMLA. The Employer shall continue its insurance contributions for up to twelve (12) weeks for employees on a FMLA approved medical leave of absence.

C. Maternity/Paternity Leave. Maternity/paternity unpaid leaves of absence, not to exceed six (6) months, shall be granted for the birth or adoption of a child. The leave shall commence at a time requested by the employee, be consecutive and completed within twelve (12) months of the child's birth or adoption. An employee must either be authorized forty (40) hours or more per pay period or have worked for the Employer for twelve (12) months and a minimum of twelve hundred fifty (1,250) hours in the preceding twelve (12) months in order to be eligible. Employees returning from maternity/paternity leave prior to expiration of such leave must provide the Employer with at least thirty (30) calendar days advance notice of their intent to return to work. If, due to pregnancy, an employee is unable to perform her job duties, she will be eligible to use PTO/MLB time in the same manner as a disabled employee given proper medical certification.

D. School Conference and Activity Leave. An employee shall be granted up to sixteen (16) hours of unpaid leave per year to attend school conferences or activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the request for leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the Employer.

E. Military Leave. Leave shall be granted to an employee who enters into active military service in the Armed Services of the United States consistent with the requirements established by the Uniformed Services Employment and Reemployment Act.

F. Other Unpaid Leaves of Absence. Other unpaid leaves of absence may be granted to employees at the discretion of the Employer on an individual basis.

G. Health Care/Nursing Care Leave. Unpaid leaves of absence for a period of up to three (3) months to care for individuals who are not specified in MLB or FMLA definitions may be granted to an employee with supervisory approval.

Section 5 - Reinstatement After Leave Any employee returning from an approved leave absence as covered by this Article will be returned to the job that was held at the time leave was granted or to an equivalent job vacancy. In the event the job has been eliminated or there is no equivalent job vacancy, the returning employee shall be entitled to the set of options identified in

Article 21, Layoff and Recall, Section l(A), (B), or (C). Reasonable efforts will be made to place an employee unable to perform his/her regular duties into a position for which he/she is qualified.

If any leave taken under any provision of this Agreement also qualifies as leave under applicable state or federal law, or another form of leave under this Agreement, such leaves shall run simultaneously.

Section 6 - Seniority and Benefits During Unpaid Leaves of Absence There shall be no break in seniority during the period of a leave of absence. No credit for purposes of wage increments, time off, or other fringe benefits shall be given during the period of an unpaid leave of absence, but an employee shall not lose service previously accrued.

ARTICLE 14 - UNION ACTIVITIES

Section 1 - Union Activities Accredited representatives of AFSCME shall have access to the premises of the Employer at reasonable times during working hours to conduct Union business related to the administration of the Agreement as may be required after first informing the Labor Relations contact of the unit they wish to visit, provided the visit is neither disruptive nor interferes with the required work of the unit.

Section 2 - Labor/Management Meetings It is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a labor/management meeting. Both the Union and the Employer will make reasonable efforts to hold those discussions during the regularly scheduled one day per month meeting established for Step 2 grievances in Article 26, Settlement of Disputes. In addition, the Employer and the Union agree to discuss issues and attempt to develop recommendations related to employee training at the regularly scheduled one day per month Labor/Management meeting. The President and Chief Steward will be scheduled to work the day shift on the regularly scheduled one day per month Labor/Management meeting and Step 2 grievance meeting. The Vice President will be scheduled to work the day shift on the regularly scheduled one day per month Labor/Management meeting. Shifts for the President, Vice President and Chief Steward shall start at the same time as the scheduled start of the Labor/Management meeting.

Section 3 - Union Business To the extent possible, stewards shall attempt to perform Union-related activities outside of their normal working hours. If not possible, a steward may handle such Union business during their routine at the Hospital contingent upon advance notice and supervisory approval. If a steward is at work when the need for a steward becomes known, whether such need is scheduled or unforeseen, such steward shall be permitted the time away from work as necessary before another steward is required to come from home to perform the steward's duty provided the working steward obtains supervisory approval. The names of employees designated by the Union as stewards shall be furnished in writing to the Employer on a quarterly basis.

The parties agree that reasonable attempts will be made to utilize local department stewards for investigation, discipline and step 2 grievance meetings when practicable.

Upon request of the employee, the Employer will make reasonable attempts to coordinate with the Union and the employee when scheduling investigation and discipline meetings so they occur during a steward's regularly scheduled working hours.

Issues related to scheduling investigation, discipline and step 2 grievance meetings may be brought to the Labor Management Committee meeting.

Section 4 - Unpaid Leave Related To Union Meetings Leaves of absence without pay of reasonable duration shall be provided to employees for the purpose of attending contract negotiations, twice yearly Union conventions, Council 5 monthly meetings, monthly Executive Board meetings, and the Local membership meeting. The leave is contingent upon supervisory approval and fifteen (15) calendar days notice by the employee. The number of employees attending such meeting shall not exceed a reasonable number at any one time, and the granting of such leave shall be predicated on the Hospital's staffing requirements. In the event of an emergency, previously granted union leave may be rescinded.

Section 5 - Union Negotiating Committee All eligible employees shall continue to accrue PTO, health insurance, life insurance, dental insurance, pension vesting, seniority and advancement for purposes of wage increments for hours lost while serving as a member of the Union Negotiating Committee.

ARTICLE 15 - BULLETIN BOARDS

Section 1 - Union Meeting Notice Posting The Employer agrees to permit the posting of official Union meeting notices, on specifically designated bulletin boards.

Section 2 - Exclusive Union Bulletin Boards The Employer agrees to maintain two (2) glass enclosed, locked. bulletin boards in Unit J, and three (3) glass enclosed, locked bulletin boards in Employer-leased space, to be used exclusively by the Union for posting Union information, the size and location to be mutually agreed between the Employer and the Union. The Union shall be provided with a key to each Union Bulletin Board. Should the Employer believe that any material is inappropriate, the Employer shall notify the President, Vice President, or Chief Steward and discuss the concerns with such material.

ARTICLE 16 - SENIORITY

Section 1 - Seniority Effective May 1, 1998, for those employees in job classifications covered by this collective bargaining agreement, seniority shall be defined as the employee's continuous length of service from his or her most recent date of hire with the Employer. For employees hired or transferred into the bargaining unit after May 1, 1998, seniority shall be defined as the employee's continuous length of service from the date hired or transferred into the bargaining unit.

Section 2 - Breaks in Service Seniority shall be broken by any of the following:

- A. Dismissal for just cause
- B. Voluntary resignation
- C. Retirement
- D. Failure to return upon expiration of a leave of absence

- E. Failure to respond to a recall from layoff; or
- F. Layoff for twelve (12) months or twenty-four (24) months as appropriate.

Any employee who transfers from the bargaining unit to another position in Fairview and who returns within one (1) year to the bargaining unit shall have his/her seniority restored. An employee who has not been recalled may extend his/her recall rights for one (1) additional year if a written request to do so is submitted to Human Resources within one (1) month of the expiration of the first year. Laid off employees will receive information outlining the process for extending recall at the time of layoff.

An employee who extends their recall rights will not be considered to have a break in service until the employee has failed to respond to a recall from layoff or completion of twenty-four (24) months of layoff.

Section 3 - Seniority Rosters The Employer shall furnish the Union a monthly list showing the names of employees, authorized hours and departments, and seniority dates. The Employer shall also make the monthly list available to employees electronically. In the event a dispute occurs involving the application of any employee's seniority, the Employer agrees to provide all pertinent seniority information to the Union, upon request. When two (2) or more employees have the same seniority date, the employee's seniority position shall be determined by the employee's alphabetical order by last name, first name, and middle name.

ARTICLE 17-FILLING OF VACANCIES

Section 1 - Posting of Vacancies Whenever a vacancy occurs which the Employer determines to fill, the Employer shall post notice of the opening on the Employer's website for a period of not less than five (5) calendar days. The posting shall contain the classification, title, shift, department and/or work location, the list of requirements for the position and authorized hours. Additional information related to the posting may be obtained by contacting Human Resources. Upon request, copies of a specific job requisition will be provided to the Union or an employee. The Employer shall notify the Union of a hiring freeze. Upon the request of the Union, the Employer agrees to meet and confer to discuss the specifics of the freeze.

Section 2 - Applicant Consideration Employees, including those employees who are on layoff who currently meet the qualifications set forth on the job requisition as defined in Article 21.1 Section 1, B., may apply for posted vacancies by submitting a-transfer form.

Upon submission of an electronic application, an employee shall be provided with a confirmation of their application along with a receipt that will allow them to review the following information from Human Resources: the title of the position, the posting date, the requisition number of the position and the date the application was submitted. In order to be guaranteed consideration, employees will have completed a minimum of 6 months in their present position and the completed transfer forms must be submitted prior to the end of the seventh calendar day of the posting. However, this will not prevent employees from being guaranteed consideration if the vacancy is in the same classification and department and different hours or different shift. All employees shall receive a response to their application after the position has been filled. Upon the request of the employee Human Resources shall provide the employee with the hiring

rationale. Vacancies shall be awarded to the senior employee applicant where the employee currently meets the qualifications set forth in the requisition in the following order:

- A. The senior employee applicant in the classification and work location where the vacancy is located;
- B. Next, the senior employee applicant in the classification;
- C. Next, the senior employee applicant in the bargaining unit;
- D. Next, the Employer may fill the vacancy in any manner, which may include, in the Employer's discretion, consideration of bargaining unit employees.

The provisions of Section 1, Posting and Section 2, Applicant Consideration may be waived by written agreement between the Employer and the Union in order to return a bargaining unit employee who is on a leave of absence resulting from a disability or Worker's Compensation to a bargaining unit job.

Employees serving a probationary period shall not be considered for any vacancy except a vacancy in the same class and department and different authorized hours. Employees serving a probationary period in a temporary position shall be permitted to apply for other positions, which are not temporary unless there is a layoff list for the classification of the vacancy.

When the Employer provides training for bargaining unit positions, bargaining unit employees will have the first opportunity for that training provided the employee meets the eligibility criteria and requirements of the training program.

Upon a specific request, the Employer shall send the Union the names and classifications of any employees who apply or are awarded a particular vacancy.

Section 3 - Time Period for Transfer to Occur A successful applicant as identified above shall be moved to the position they obtained within 40 calendar days of their acceptance.

Section 4 - Transfer Return Period An employee who transfers within the bargaining unit may elect to return to their former position and former wage within 30 calendar days of transfer if they give written notice to Human Resources and if their former position is still vacant. If the employee is unable to return to their former position because it is no longer vacant, the employee will have the right to applicant consideration as specified in Section 2, for positions in their former classification and wage, regardless of the 6 month limit.

Section .5 - Temporary Assignments The Employer may temporarily assign employees to fill positions which cannot be left vacant during the posting and bidding procedure outlined herein. Such assignments shall be voluntary except that if there are no volunteers, assignment shall be made on the basis of ability to do the job and inverse seniority.

Section 6 - Changes Due to Reorganization Upon the request of the Union, if a work location(s) and/or department(s) is to be eliminated or combined, or jobs reclassified, the Employer shall convene a Labor Management meeting to discuss the layoff process and/or reassignment of the employees.

Section 7 - Involuntary Demotions No employee may be demoted involuntarily without just cause.

ARTICLE 18 - PROBATIONARY PERIOD

The first one hundred twenty (120) calendar days of employment for any newly hired employee shall be a probationary period, during which the employment of such employee may be terminated with or without cause and without recourse to the grievance procedure, except as referenced below for grievances alleging discrimination. The probationary period may be extended for an additional sixty (60) calendar days on the following basis: The Employer shall advise the Union in writing of the name or names of employees for whom such extension is desired. The extension request must be received by the Union no later than the one hundred twentieth (120th) calendar day of the probationary period of the employee involved.

Grievances by probationary employees alleging a violation of Article 22, Pledge Against Discrimination and Coercion may proceed only through Step 2 of Article 26, Settlement of Disputes, and shall not be arbitrable.

ARTICLE 19 - PERFORMANCE REVIEWS

Employees may appeal negative performance reviews written about them by their immediate supervisor to the Department head. If the issues remain following the meeting with the Department head, the employee may submit a written response that will be attached to the performance review.

ARTICLE 20 - JOB CLASSIFICATION REVIEWS

Whenever there is an ongoing change in the duties and responsibilities of an individual position or a change in a departmental organization that alters the assignment of tasks, duties, or responsibilities in a substantial way that indicates the employee is performing the duties of a different job classification, the affected employee or the Union may request a job review. The appropriate HR representative shall investigate and determine the appropriate classification for the position, and shall notify the employee, the department head, and the Union of the decision in writing, normally within sixty (60) calendar days of the request. If the parties are in disagreement as to the appropriate classification, the dispute shall be resolved in accordance with Article 26, Settlement of Disputes.

ARTICLE 21 - LAYOFF AND RECALL

Section 1 - Layoff and Recall Procedure In reducing the number of employees or in making a permanent reduction in hours, the Employer will determine the number of positions and/or hours to be reduced within a classification by department and/or work location. If a vacancy exists in the same job classification within the same authorized hours level category (i.e., 80; 60 through 79; 40 through 59 authorized hours), an affected employee shall be reassigned to that opening and shall not be permitted to exercise any layoff rights. The Employer may implement a permanent reduction in hours up to twenty percent (20%) without invoking any layoff rights within the forty (40) through fifty-nine (59) and sixty (60) through seventy-nine (79) authorized hour levels so long as the hours are not reduced beneath forty (40) and sixty (60) hours respectively. Any other elimination of a position, any reduction in hours of a position with authorized hours of eighty (80)

per pay period, or reduction in hours of twenty percent (20%) or more for employees authorized to work forty (40) through seventy-nine (79) hours per pay period will result in the implementation of the following layoff procedures.

The employee laid off has the following options:

- A. The employee may accept the layoff; or
- B. So long as the position would not otherwise be filled by a different applicant under Section 2 of the Filling of Vacancies procedures set forth in Article 17, the employee may accept an existing bargaining unit opening in a different class or authorized hour level provided the employee currently meets the qualifications set forth on the job requisition. For purposes of this provision only (Section 1, Layoff and Recall Procedure), the phrase "currently meets the qualifications set forth on the job requisition" means the ability of the employee who has received the notice of layoff to perform the duties of the position within a reasonable period of orientation and on the job training not to exceed forty (40) hours; or
- C. Replace the least senior employee in his or her job classification in the designated hour levels described in Section 2.

An employee with authorized hours of less than forty (40) per pay period shall receive a notice of layoff if his or her authorized hours are reduced by twenty percent (20%) or more or if his or her position is eliminated. These employees shall retain recall rights up to a maximum of one (1) year or their date of recall and shall have access to all bargaining unit job postings, but shall have no other layoff rights. The one-year recall period may be extended for an employee with authorized hours of less than forty (40) per pay period consistent with Article 16, Section 2 provided the employee has not been recalled.

The Union shall receive prior written notice of the approximate number of positions and probable classes affected by any impending layoff, at least twenty-one (21) calendar days prior to any layoff except in emergency situations. Upon request of the Union, the Employer shall meet with representatives of the Union to discuss the pending layoffs. Both the employee identified to be initially laid off and the least senior employee in any of the three (3) authorized hour categories shall be given concurrent fourteen (14) calendar days' notice of layoff or pay in lieu thereof. The fourteen (14) calendar days notice of layoff to the affected employees will be in writing. Copies of layoff notices shall also be sent to the Council 5 office. Employees shall be recalled to openings in his or her last held job classification in order of seniority. Employees shall retain recall rights up to a maximum of one (1) year, two (2) years if extended as referenced in Article 16, Seniority, or date of recall. An employee who has had a permanent reduction in hours shall be offered the opportunity to return to their previous percentage appointment prior to additional employees being hired into the classification consistent with the recall provisions in Article 21 Layoff and Recall provided scheduling permits and it does not prevent the department from providing needed services.

Section 2 - Replacement Procedure In the event of a layoff, none of the following employees have a right to replace other employees: (a) employee(s) authorized to work less than forty (40) hours per pay period; and (b) the least senior employee(s) in the respective classifications authorized to work forty (40) through fifty nine (59) hour per pay period.

Employees being laid off who currently meet the qualifications listed on the job requisition and choose to exercise replacement rights per Section 1 C, shall have replacement rights as follows:

A. Employees whose positions have authorized hours of eighty (80) per pay period shall replace the least senior employee in the same classification in the bargaining unit whose authorized hours are eighty (80) per pay period. ~~[[REDACTED]]~~

B. If there is no less senior employee as specified in A above, the employee shall replace the least senior employee in the same classification who is authorized for sixty (60) to seventy-nine (79) hours per pay period.

C. If there is no less senior employee as specified in A or B above, the employee shall replace the least senior employee in the classification who is authorized for forty (40) to fifty-nine (59) hours per pay period.

D. If there is no less senior employee as specified in A, B or C above, the employee shall replace the least senior employee in the classification who is authorized less than forty (40) hours per pay period.

Employees whose positions have authorized hours of between sixty (60) and seventy-nine (79) per pay period and who are laid off and elect to replace another employee shall exercise replacement rights beginning with B above.

Employees whose positions have authorized hours of between forty (40) and fifty-nine (59) per pay period and who are laid off and elect to replace another employee shall exercise replacement rights beginning with C above.

Section 3 - Voluntary Low Need Days Before mandating low need days, the Employer will offer employees an opportunity to voluntarily request a low need leave of absence without pay for up to ninety (90) calendar days. In addition, the Employer may, in its discretion, on a day to day basis, offer individual low need days to employees. The voluntary low need days and leaves shall be offered in seniority order in the department and/or work location, shift and classification where the reductions are necessary. Employees who accept offers for voluntary low need days or leaves of absence will not be deemed to have consistently worked less than their authorized hours for purposes of decreasing their authorized hours consistent with Article 4, Hours of Work; Section 11, Percentage of Authorized Hours.

Section 4 - Mandatory Low Need Days If reductions cannot be met through the use of voluntary low need days and leave, the Employer may require that low need days be taken by rotating the low need in inverse seniority order amongst the employees scheduled for the particular work location, classification, and shift where reductions are necessary provided the more senior employee is qualified and properly oriented to do the work. In the event that an employee with authorized hours is involuntarily reduced more than a total of six (6) shifts within

three (3) consecutive pay periods, upon the employee's request, the Employer will review the staffing needs in the department and determine if a layoff is appropriate.

Section 5 - Benefits For Voluntary and Mandatory Low Need Days An employee taking either voluntary or mandatory low need days shall be given credit toward insurance benefits and time off accrual. Employees who are laid off shall not receive credit towards benefits.

Section 6 - Layoff Lists The Employer shall maintain a list of all employees who have been laid off from their position or classification, containing seniority dates and dates of layoff. The list will be provided to the Union upon request.

Section 7 - Rights of Employees on Temporary Appointments An employee who has passed probation in a continuing position and who is working in a temporary position as a result of layoff, shall have his/her name placed on the layoff list when the temporary appointment ends. Confirmation of temporary employment shall be in writing.

ARTICLE 22- PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 1 - Discrimination Prohibition The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to protected class status. For purposes of this Article "protected class status" means the employee's age, sex, marital status, affectional preference and/or sexual orientation, race, color, creed, or religion, national origin, political affiliation, Veterans' Status, or because of a physical or mental disability or union activity. Every employee shall have the right to a workplace free from discrimination based on his/her protected class status, including freedom from:

- A. unwelcome, derogatory jokes, slurs and comments,
- B. discriminatory discipline, and
- C. other forms of discriminatory treatment, such as the discriminatory application of work rules and work assignments.

The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

A grievance brought under this Article may be based on a disparate treatment or disparate impact theory.

Section 2 - General Harassment Prohibition The parties agree that all employees have a right to a workplace free from sexual harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, and as further defined in Minnesota Statute 363.

The parties further agree that all employees have a right to a workplace free from harassment based on the employee's protected class status. Such harassment is defined as unwelcome verbal or physical conduct which has the purpose or effect of unreasonably interfering with an individual's work performance or which creates an intimidating, offensive or hostile work environment based upon the employee's protected class status.

Section 3 - Reprisal Prohibition The Employer shall not intentionally engage in any reprisal against an employee because the employee:

- A. has reported alleged discrimination or harassment to the Employer or any governmental agency charged with the investigation of such allegations,
- B. has testified, assisted or participated in an investigation of alleged discrimination or harassment by the Employer or any governmental agency charged with the responsibility for conducting such investigations, or
- C. has testified, assisted, or participated in a proceeding or hearing relating to alleged harassment or discrimination conducted by the Employer or other appropriate entity. Reprisal includes, but is not limited to, any form of intimidation, retaliation, or harassment.

Section 4 - Complaint Procedure Employees who feel that they have encountered discrimination or harassment should contact his/her supervisor or Human Resources immediately. Human Resources will be responsible for coordinating the investigation and any appropriate follow up. If employees so request, they may ask a Union representative to attend a scheduled meeting related to an investigation or when filing an initial complaint.

Section 5 - Employee Equality In accordance with Fairview's values of dignity, integrity, compassion and service, it is the goal of Fairview for all employees to work in an environment free from disruptive behavior or any type of discrimination including freedom from sexual harassment or other forms of harassment. The Employer and the Union are committed to accomplishing this goal and expect all employees to do the same.

ARTICLE 23 - WORK RULES

Section 1 - General Policy The Employer may establish and enforce reasonable work rules which are not in conflict with the terms of this Agreement. Such rules may be established on a work location, department or hospital wide basis and shall be applied uniformly to all bargaining unit employees affected within those organizational units. Copies of existing, new or amended rules governing bargaining unit employees shall be posted on appropriate bulletin boards and furnished to the Union. All new employees shall be provided copies of work rules during their department orientation. Upon request of the local union, the department will meet and confer regarding work rules.

Section 2 - Attendance The following definitions will be consistent for all departments:

Scheduled Time Off (STO): Scheduled time off is for time off scheduled and planned for in advance with department approval and includes foreseeable time off such as vacations, known medical leaves and other activities scheduled in advance. The Employer shall consider approved STO and approved FMLA leave time an excused absence.

Unscheduled Time Off (UTO): Unscheduled time off is for time off which has been unscheduled or unplanned and includes unforeseeable needs such as illnesses, emergencies, transportation problems, unforeseen childcare needs, etc.

No Call/No Show: A no call/no show occurs when employees neither call in by the start of the work shift nor show up for the work shift.

Late Call/Late Show: A late call/late show occurs when employees call in after the department's requirements or reports late for the work shift.

Section 3 - Attendance Records The Employer is responsible for providing and maintaining a reliable call in system and a method for keeping accurate attendance records. Upon request, employees shall be allowed to see and/or receive a copy of their attendance record. Employees are encouraged to keep their own records and to verify each incident of PTO used in the Employer's record.

Section 4 - Request for Doctor's Statements An employee may be requested to furnish a statement from a medical practitioner upon the request of the Employer when the employee's health condition warrants such a request or the Employer has reasonable cause to suspect the employee has abused or is abusing her/his PTO. Employer requests to furnish a statement from a medical practitioner as a result of a suspicion that an employee is abusing her/his PTO will be prospective.

Section 5 - Work Assignments In the event an employee is given an assignment for which they do not believe they are adequately trained, the employee shall immediately notify their supervisor. The supervisor will review the job procedures with the employee and determine what if any additional actions, including training, need to be taken.

The Employer shall notify the Union of a change in the Nursing Assistant staffing matrix. Upon the request of the Union, the Employer agrees to meet and confer to discuss the change in the Nursing Assistant staffing matrix.

Section 6 - Staff Meetings Departments shall schedule staff meetings in a manner that maximizes the opportunity for all staff to attend.

ARTICLE 24 - OCCUPATIONAL SAFETY AND HEALTH

Section 1 - General Policy It shall be the policy of the Hospital that the occupational safety and health of its employees, the protection of work areas, and the prevention of accidents are continuing and integral parts of its everyday operating responsibility. Any protective equipment or clothing, e.g., adequate eye protection, adequate head protection, safety vest, welding gloves and aprons, etc., required to be worn as a condition of employment by the Employer or OSHA shall be provided and maintained by the Employer. The Employer shall also be responsible for ensuring that all equipment which employees are required to use in the course of their particular job shall be properly maintained and in good working order. The Employer agrees to comply with all State and Federal laws, policies and procedures as they relate to Occupational Health and Safety. The employees shall have the responsibility to use all provided safety equipment and

procedures in their daily work, to report any equipment not in good working order, and shall cooperate in all safety and accident prevention programs. The Employer agrees to meet and confer with the Union upon request regarding occupational safety and health issues. Bargaining unit employees designated by AFSCME Local 1164 in such numbers as agreed upon by the Union and the employer may participate as members of a Hospital Health and Safety Committee. The function of the Committee shall include making recommendations on such health and safety matters as infectious diseases, chemical hazards, security and physical safety, radiation and education.

Section 2 – Workplace Exposure When it is determined that an employee has suffered an exposure in the workplace to an infectious agent, hazardous chemical agent, or harmful physical agent and, as a result, is not permitted to work by the Hospital or by an appropriate regulatory agency shall be kept whole for loss of salary and benefits, including pension and seniority, until such time as the employee becomes eligible for workers compensation or disability insurance. The Employer further agrees that such an absence shall not be used for discipline or any other purpose under the Employer’s attendance policy.

If a quarantine directed by a state or federal agency is due to a workplace exposure and the quarantine results in the employee being unable to leave the hospital, the Hospital shall provide room and board without charge for the duration of the quarantine. The employee shall be reimbursed for mutually agreed upon reasonable expenses incurred as a direct result of the quarantine.

ARTICLE 25 - DISCIPLINE

Section 1 - Purpose Disciplinary action and discharge shall be taken only for just cause. Such action, except discharge, shall have as its purpose the correction or elimination of incorrect job-related behavior by an employee.

Section 2 - Disciplinary Procedure The Employer shall have the right to discipline or discharge employees for just cause. Disciplinary action taken by the Employer shall be done in a manner that will not intentionally embarrass the employee before other employees or the public. Disciplinary action will be in the form of:

- A. Written Warning 1 - given to employee specifying the nature of any incorrect job-related behavior and pointing out that non-correction will result in further disciplinary action. Oral warnings shall be documented by use of a standard Employer form;
- B. Written Warning 2 - given to the employee specifying the nature of any incorrect job-related behavior and pointing out that non-correction will result in further disciplinary action;
- C. Final Written Warning or Suspension without pay given to the employee with a written explanation specifying the nature of any incorrect job-related behavior and pointing out that non- correction will result in further disciplinary action; or
- D. Discharge.

The above list of types of disciplinary action, while subject to just cause principles, is not meant to imply a sequence of events.

Neither coaching nor counseling is part of the disciplinary procedure. When a supervisor intends to provide coaching or counseling to an employee, they will identify the discussion as coaching or counseling at the beginning of the meeting or at the time the supervisor determines the need for coaching or counseling during the course of the meeting.

All written warnings, notices of suspension, and notices of discharge shall become part of the employee's official personnel file. All written warnings, notices of suspension and discharge shall be emailed to the Union Business Agent, Local President and Chief Steward.

Any time an employee is being questioned as part of an investigation being conducted by the Employer, a Union steward may be present provided the employee requests a steward and a steward is available. In the event there is a steward availability issue due to staffing concerns, the Employer will make a reasonable effort to resolve the availability issue with the Union prior to the investigation.

Section 3 - Discharge Should the Employer feel there is just cause for discharging an employee, the employee may be first suspended for a period of five (5) work days without pay during which the Union and the employee shall be notified immediately and furnished with reasons for discharge.

Section 4 - Appeal All disciplinary actions taken by the Employer may be processed through the procedure for settlement of disputes, except for an employee's failure to pass probation.

Section 5 - Human Resources Department File Any employee shall be allowed to review all documents in his/her respective official Human Resources Department file. Requests for such review shall be in writing and addressed to the Human Resources Department. Following receipt of such request, arrangements shall be made for the employee to review his/her file in the presence of a Human Resources Department representative. No material may be removed from the official file by any employee. Upon receipt of written authorization signed by the employee, the Human Resources Department shall arrange to have the employee's Union representative inspect with the employee, or receive copies of all documents related to the disciplinary action present in the employee's official file. An employee may also place a written response to such documents in their Human Resources Department file.

Upon request of the employee, all written documents relating to any oral or written disciplinary warning with the exception of discipline related to discrimination, harassment or HIPAA violations will be removed from the employee's personnel file at any time after three (3) years from the date of the most recent incident providing no further warnings or other disciplinary actions have been given in the intervening period. Oral or written disciplinary warnings related to discrimination, harassment or HIPAA violations that are beyond three years from the date of the discipline will only be considered if the subsequent incident is of a similar nature.

Access to an employee's Human Resources Department file shall be limited to the employee, Human Resources staff, authorized Department managers, supervisors, administrative staff and other authorized representatives of Fairview. Union Representatives also may have access to an employee's Human Resources Department file with a signed release from the employee. No

information from an employee's file shall be released to anyone not specified above without either a subpoena or a signed release from the employee.

Section 6 - Union Representation Upon the request of the employee, one (1) Union representative may be present when disciplinary action against an employee is instituted. The Employer will notify employees of their right to union representation. However, neither the refusal of the Union representative, nor his/her unavailability shall abridge the Employer's right to take disciplinary action. Supervisors shall give twenty-four (24) hours notice of planned meetings with the employee which involve discipline as defined by this Article unless such notice would present an immediate safety concern.

Section 7 - Official Human Resources Department File Each employee shall have only one (1) official Human Resources Department file.

ARTICLE 26 - SETTLEMENT OF DISPUTES

Section 1 - Grievance Definition A grievance for the purpose of this Article is defined as a dispute or disagreement regarding the application or interpretation of any of the terms or provisions of this Agreement.

Section 2 - Grievance Procedure All grievances shall be settled in accordance with the following procedure. However, upon mutual agreement of the parties, any step in the procedure may be waived.

Step 1. The employee will informally discuss the grievance with the employee's immediate supervisor in an attempt to resolve the matter. At the request of the employee, one (1) Union representative may participate in the discussion. This first step discussion shall occur no later than twenty-one (21) calendar days from the date the employee, through the use of reasonable diligence, had or should have had, knowledge of the event(s) giving rise to the grievance.

If the grievance remains unsettled, it shall be reduced to writing and submitted to the Labor Relations Department for processing to Step 2 within fourteen (14) calendar days after the supervisor orally responds to the grievance. In any event, to be timely, the written grievance must be submitted to the Employer within thirty-five (35) calendar days after the date of occurrence. The written grievance shall state specifically the provisions of the Agreement allegedly violated, the facts upon which the grievance is based, and the relief requested.

Step 2. Step 2 meetings to discuss and attempt to resolve grievances shall be held on a regularly scheduled day, once per month. Additional meetings will be scheduled as necessary upon mutual agreement. Participants may include the individual grievant, the Union Business Representative, the Local Union President, the Chief Steward, the appropriate Union Steward, Labor Relations Representatives, and representatives of management. The Employer shall submit a written reply to the Union and the employee within fourteen (14) calendar days following the Step 2 meeting.

Step 3. If the grievance is not resolved at Step 2, either the Employer or the Union may

refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within sixty (60) calendar days following receipt by the Union of the Employer's written reply to the grievance.

The arbitration request shall be referred to a neutral arbitrator selected by the parties. In the event that the Employer and the Union cannot agree upon a neutral arbitrator within five (5) calendar days, the neutral arbitrator shall be selected from a list of eleven (11) neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service. The decision of the neutral arbitrator shall be final and binding on the Union, the Employer, and the employee. The decision shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

The time limitations set forth herein relating to the time for filing a grievance and a demand for arbitration shall be mandatory. Failure to follow such limitations shall result in the grievance being waived, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the Employer and the Union.

If the Employer misses the deadline for responding to a grievance, then the grievance is denied, and the Union can move the grievance to the next step.

Section 3 - Arbitrator's Authority The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue or issues submitted to him/her in writing by the parties to this Agreement, and shall have no authority to make a decision on any other matter not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of the law. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and to the facts of the grievance presented. The arbitrator shall issue the award within thirty (30) calendar days.

Section 4 - Processing of Grievances All preparation and investigation of grievances shall be held when the grievant and Union representative are on non-work time. If a Step 1 or Step 2 meeting is held during working hours, the grievant may attend grievance meetings with Employer representatives without loss of pay. At the Step 1 meeting the Union representative may attend without loss of pay if the meeting is held during working hours, his or her supervisor authorizes the representative's attendance, and the attendance of the representative does not adversely affect the operations of the representative's department. If the Union representative is denied time to attend the grievance meeting, the grievance meeting shall, at the Union's option, be rescheduled at a time the Union representative is able to attend, or the grievance shall be submitted to Step 2 of the grievance procedure. At Step 2, the Employer shall pay a maximum of two (2) Union representatives for the time actually spent at the monthly meeting, if it occurs during their regularly scheduled shift. The Union shall designate which two Union representatives shall be paid and inform Human Resources accordingly. Data requests made by the Union in order to process grievances shall be responded to promptly. The Employer will normally provide a written response to such Union requests for data within fourteen (14) calendar days.

Section 5 - Exclusive Procedure The procedure described in this Article shall be the sole and

exclusive means of resolving grievances submitted by employees in the bargaining unit.

ARTICLE 27- UNIFORMS

If the Employer requires apparel of a particular color, pattern, design, or material, then the Employer shall furnish the same without cost to the full-time employee or pay to such employee a uniform allowance in the amount of one hundred and thirty dollars (\$130.00) per year, according to the following schedule:

- Hire date of March, April or May \$130.00
- Hire date of June, July or August \$97.50
- Hire date of September, October or November \$65.00
- Hire date of December, January, or February \$32.50

Part-time employees regularly scheduled to work twenty (20) or more hours per week shall receive an initial uniform allowance of one hundred five dollars (\$105.00) and subsequent payments of one hundred dollars (\$100.00) per year.

All new employees hired in job classifications in which uniforms are required and who regularly scheduled to work twenty (20) or more hours per week, shall receive an initial uniform allowance according to this schedule and must use the allowance to maintain a professional appearance while at work. An employee hired during the months of March, April, or May shall receive an initial allowance of one hundred five dollars (\$105.00); an employee hired during the months of June, July, or August shall receive an initial allowance of seventy-eight dollars and seventy-five cents (\$78.75); an employee hired during the months of September, October, or November shall receive an initial allowance of fifty-two dollars and fifty cents (\$52.50); and , an employee hired during the months of December, January, or February shall receive an initial allowance of twenty-six dollars and twenty-five cents (\$26.25). On March 1 following the initial date of employment, employee shall receive subsequent allowances as set forth above.

For employees who work less than twenty (20) hours per week, the Employer, at its discretion shall either furnish one (1) uniform each contract year or provide an annual uniform allowance for forty-five dollars (\$45.00). The employee shall return the uniform to the Employer upon termination of employment.

All uniform allowance will be subject to the appropriate taxes.

ARTICLE 28 - WAGES

Section 1 - Rates of Pay The minimum hourly rates of pay for classifications covered by this Agreement shall be as outlined in Appendix B.

Section 2 - Pay Increases

First Year - Effective with the pay period commencing closest to August 1, 2024, increase each step for each classification in Appendix B by 2.25%.

Second Year -Effective with the pay period commencing closest to August 1, 2025, increase each step for each classification in Appendix B by 4.0%.

Third Year - Effective with the pay period commencing closest to August 1, 2026, increase each step for each classification in Appendix B by 3.25%.

Section 3 - Wage Increments Wage increments/movement on the salary range shall be based on compensated hours. Employees shall receive one (1) year's credit for each two thousand eighty (2,080) compensated hours.

Section 4 - Wage Rate in New Position An employee who is promoted to a new position shall be advanced to the next higher rate of pay or the minimum salary of the class, whichever is greater. However, if such an adjustment would not provide at least a three percent (3%) pay increase, the employee shall be advanced to the next higher step. An employee transferring to a class with the same pay range shall be moved to the same salary step held in the old class and shall transfer seniority credit for salary progression purposes to the new class. An employee transferring to a class with a lower salary range shall have his/her wage rate adjusted to a step within the pay range of the new position, but shall not have his/her pay reduced by more than three percent (3%) or the top of the range, whichever is lower.

In all cases, seniority credit for salary progression purposes shall transfer to the new class.

Section 5 - Pay Rate An employee who alleges that he or she is not being paid the correct wage rate for his or her job classification under this Agreement may file a grievance under Article 26.

Section 6 - Hire Rates A higher rate than the minimum pay set forth in Appendix B may be paid if the Hospital so desires.

Section 7 - Lead Pay If the Employer establishes a permanent lead position for any of the classifications listed in the Agreement, the rate of pay for such lead position classification shall be seventy-five (\$.75) cents per hour above the rate of pay for the applicable classification. The decision as to whether a lead person classification will be utilized shall be made in the sole discretion of the Employer. Any permanent lead position shall be posted and filled in accordance with the posting provisions of this Agreement. Lead workers do not have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, reward, discipline, or adjust grievances, or effectively recommend such action. Lead workers do not have the authority to assign or responsibly to direct employees if in connection with the foregoing the exercise of such authority is not merely of a routine or clerical nature, but requires the use of independent judgment.

Section 8 - Preceptor Pay If the Employer establishes a preceptor position for any of the classifications listed in this Agreement, the rate of pay for such preceptor classification shall be eighty-five cents (\$.85) per hour above the rate of pay for the applicable classification. The decision as to whether a preceptor positions will be utilized shall be made at the sole discretion of the Employer. Any permanent preceptor position shall be posted and filled in accordance with the posting provisions of this Agreement. The following guidelines apply to the establishment of a preceptor position:

- A. preceptor(s) to be selected and scheduled by the Hospital;
- B. all employees identified as preceptor(s) may be required to complete a certified

- preceptor training program prior to assignment;
- C. employees acting as preceptor(s) will provide written assessments to management;
- D. employees acting as a preceptor for at least fifty percent (50%) of their shift will be compensated for the hours spent as a preceptor.

Any employee who is required to perform the duties of a preceptor as outlined in this section, even though they are not a designated preceptor will receive the additional preceptor rate of pay.

Section 9 - Shift Differential Employees shall continue to be paid their current respective per hour shift differentials for all hours worked on the evening or night shifts. The general shift differential for all employees will be as follows:

Evening Shift Differential - Employees who work a regularly scheduled shift will be eligible for the evening shift differential of ninety-five cents (\$.95) per hour if the majority of hours worked are after 3:00 p.m.

Night Shift Differential - Employees who work a regularly scheduled shift will be eligible for the night shift differential of one dollar twenty cents (\$1.20) per hour if the majority of hours are worked after 11:00 p.m.

Eligible employees with a straight evening shift assignment or an evening /night shift assignment will continue to receive the applicable evening shift differential for paid time off hours taken as time off. Likewise, eligible employees with a straight night shift assignment will continue to receive the applicable night shift differential for paid time off hours taken as time off.

Section 10 - Weekend Differential Effective August 1, 1998, all employees who are regularly scheduled for weekends will receive a weekend differential of fifty (\$.50) cents per hour. Effective August 1, 2004, weekend shifts for purposes of weekend differential will be defined as the beginning of the evening shift on Friday and ending with the start of the day shift on Monday. Only actual worked hours will be eligible to receive the differential.

Section 11 - Work Out of Classification When an employee is required to perform a majority of duties of a classification which has a higher salary for at least four (4) consecutive hours, he/she shall be compensated at the rate for the higher paid classification for that period.

Section 12 - Mileage Reimbursement Any employee who uses his/her automobile as part of their job duties shall be reimbursed for miles driven for the Employer at the IRS established mileage reimbursement rate.

ARTICLE 29 - INSURANCE

Section 1 - Health Insurance Employees who are authorized forty (40) or more hour per pay period shall be eligible for coverage consistent with the Employer's health insurance plan. The Employer shall pay 85% of the cost of single coverage on behalf of employees enrolled in the health plan. The Employer shall pay 75% of the cost of single and family coverage on behalf of employees enrolled in the health plan.

The Hospital shall offer a health care plan which meets its Federal Law requirements.

Section 2 - Dental Insurance The Hospital will pay the full cost of single employee dental insurance program for employees who are authorized forty (40) hours or more per pay period.

Section 3 - Disability Insurance The Employer agrees to continue to pay for disability insurance for employees who are authorized sixty (60) hours or more per pay period.

Section 4 - Life Insurance The Employer agrees to continue the existing life insurance coverage for employees who are authorized forty (40) hours or more per pay period.

Section 5 - Plan changes Any changes in the above referenced insurance plans must be communicated to employees. This communication will include both written materials and on-site meetings and will be available at least three (3) weeks prior to any open enrollment deadline. The Employer will also meet with employees upon request to explain available options.

ARTICLE 30 –RETIREMENT PLAN

Section 1- Employees shall participate in the same Fairview Retirement Plan as the non-contract employees as the plan may exist and may be amended from time to time.

Effective January 1, 2010, there will be no further contributions made to the Fairview Pension Plan

ARTICLE 31 - TUITION REIMBURSEMENT

Employees who have been employed by the Employer for six (6) months and are authorized forty (40) hours or more per pay period shall be eligible for tuition reimbursement consistent with Fairview's non-contract tuition reimbursement policy. The Employer will waive the requirement to repay tuition reimbursement funds for employees who are laid off from the Employer prior to completing one year of work from the date of the course completion.

ARTICLE 32 - TAX SHELTERED ACCOUNTS

Employees covered by this Agreement shall be eligible for any tax-sheltered dependent care, health care, or other tax sheltered accounts for employees' payroll deduction use that are provided by the Employer.

ARTICLE 33 - MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the management of University of Minnesota Medical Center, Fairview-University Campus and the direction of the working forces shall be vested solely and exclusively in the Employer. The rights of management shall include, but not be limited to, the right to determine the quality and quantity of work performed, to determine the selection, direction, and number of employees to be employed, to lay off employees, to assign and delegate work, to maintain and improve efficiency, to require

observance of Employer rules, regulations, and other policies, to schedule work and determine the number of hours to be worked, to establish methods of operation, to promote and demote employees, to determine the equipment to be utilized and the type of service to be given, to transfer and relieve from duty, to determine employee competency, and to change, modify or discontinue existing methods of service and equipment to be used or provided. This Article shall not be used to avoid any of the provisions of this Agreement.

ARTICLE 34 - NO STRIKE OR LOCKOUT

There shall be no strikes or lockouts, of any kind whatsoever, during the term of this agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of this Agreement.

ARTICLE 35 - SAVINGS CLAUSE

This Agreement is intended to be in conformity with all applicable and valid federal and state laws and those rules or regulations promulgated there under having the force and effect of law which are in effect on the effective date of this Agreement. Should any Article, Section, or portion thereof, of this Agreement, be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof, directly specified in the decision, and all other valid provisions shall remain in full force and effect. Upon the issuance of such a decision, the parties agree immediately to negotiate regarding the invalidated Article, Section, or portion thereof. Should the implementation of any provision or portion of this Agreement be delayed or withheld because of an applicable state or federal law, Executive Order or Regulation dealing with wage and price controls, then only such specific provisions or portion shall be affected and the remainder of this Agreement shall continue in full force and effect for the term of this Agreement. Any portion or provisions of this Agreement thus delayed or withheld shall become effective and be implemented at such time, in such amounts, and for such periods retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement or any extension thereof.

ARTICLE 36 - ENTIRE AGREEMENT

This Agreement represents the full agreement by the parties with respect to the wages, hours, and other terms and conditions of employment which shall prevail during the term of this Agreement. This Agreement replaces and supersedes any and all prior inconsistent practices and policies.

ARTICLE 37 - TERM OF AGREEMENT

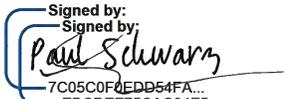
This Agreement shall be in effect from August 1, 2024 up to, and including July 31, 2027 and from year to year thereafter, unless either party notifies the other in writing at least ninety (90) calendar days prior to the expiration date of its intention to change, modify or terminate this Agreement.

FOR: University of Minnesota Medical Center, Fairview

Signed by:  3/14/2025
EBCDEF75C6C04F5...

Tanja Oquendo Date
EVP, Chief People Officer

FOR: Local 1164 AFSCME Council 5 AFL-CIO

Signed by:  3/14/2025
7C05C0F0EDD54FA...
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Paul Schwarz Date
Field Representative

APENDIX A - Classifications

Administrative Secretary
Advanced Nutrition Services Aide
Advanced Practice Pharmacy Technician, Hospital
Advanced Practice Pharmacy Technician, Retail
Anesthesia Aide
Clinic Scheduler
Cook
Custodian
Data Entry Operator
Driver
Emergency Room Technician
Film File Specialist
Floor Care Technician
Health Unit Coordinator
HIMS Clerk II
Hospital Carrier
Hospital Carrier, Senior
Laboratory Assistant
Lab Assistant, Senior
Light Duty Mechanic
Linen Worker
Medical Transcriptionist
Nursing Assistant
Nursing Monitor Technician
Nursing Station Technician
Nutrition Services Aide
Office Assistant
Office Specialist
Ophthalmic Assistant
Outpatient Clinic Assistant
Parking Attendant
Pharmacy Clerk Retail
Pharmacy Technician
Pharmacy Technician Inventory Retail
Pharmacy Technician Retail
Radiology Assistant
Receptionist
Rehabilitation Assistant
Stores Clerk

APENDIX B – Pay Ranges/Steps

02031 - OFFICE ASSISTANT

	2024	2025	2026
START	\$20.45	\$21.27	\$21.96
1	\$20.50	\$21.32	\$22.01
2	\$20.55	\$21.37	\$22.07
3	\$20.65	\$21.48	\$22.18
4	\$20.76	\$21.59	\$22.29
5	\$20.86	\$21.69	\$22.40
6	\$20.96	\$21.80	\$22.51
8	\$21.07	\$21.91	\$22.63
10	\$21.74	\$22.61	\$23.34
12	\$22.39	\$23.28	\$24.04
14	\$23.04	\$23.97	\$24.74
16	\$23.71	\$24.66	\$25.46
18	\$24.38	\$25.36	\$26.18

02371 - ANESTHESIA AIDE -UMC

05175 - ADVANCED NUTRITION AIDE

	2024	2025	2026
START	\$20.45	\$21.27	\$21.96
1	\$20.55	\$21.37	\$22.07
2	\$20.65	\$21.48	\$22.18
3	\$20.76	\$21.59	\$22.29
4	\$20.91	\$21.74	\$22.45
5	\$21.59	\$22.45	\$23.18
6	\$22.24	\$23.13	\$23.88
8	\$22.93	\$23.84	\$24.62
10	\$23.58	\$24.52	\$25.32
12	\$24.26	\$25.23	\$26.05
14	\$24.99	\$25.99	\$26.83
16	\$25.68	\$26.71	\$27.58
18	\$26.48	\$27.54	\$28.43

02364 - COOK		2024	2025	2026
	START	\$20.45	\$21.27	\$21.96
	1	\$20.55	\$21.37	\$22.07
	2	\$20.65	\$21.48	\$22.18
	3	\$20.86	\$21.70	\$22.40
	4	\$21.47	\$22.33	\$23.05
	5	\$22.10	\$22.98	\$23.73
	6	\$22.72	\$23.63	\$24.40
	8	\$23.34	\$24.28	\$25.06
	10	\$23.98	\$24.94	\$25.75
	12	\$24.65	\$25.64	\$26.47
	14	\$25.31	\$26.32	\$27.18

	16	\$26.00	\$27.04	\$27.92
	18	\$26.78	\$27.85	\$28.75

02133 - CUSTODIAN		2024	2025	2026
02154 - LINEN WORKER	START	\$20.45	\$21.27	\$21.96
	1	\$20.50	\$21.32	\$22.01
	2	\$20.55	\$21.37	\$22.07
	3	\$20.65	\$21.48	\$22.18
	4	\$20.76	\$21.59	\$22.29
	5	\$20.87	\$21.71	\$22.42
	6	\$21.54	\$22.41	\$23.13
	8	\$22.24	\$23.13	\$23.88
	10	\$22.94	\$23.86	\$24.63
	12	\$23.62	\$24.56	\$25.36
	14	\$24.33	\$25.30	\$26.13
	16	\$25.05	\$26.06	\$26.90
	18	\$25.83	\$26.86	\$27.74

02138 - DISTRIBUTION WORKER		2024	2025	2026
02462 - LIGHT DUTY MECH				
06779 - SERVICE AND PRODUCT ASSISTANT	START	\$20.45	\$21.27	\$21.96
	1	\$20.55	\$21.37	\$22.07
	2	\$20.66	\$21.49	\$22.19
	3	\$21.37	\$22.23	\$22.95
	4	\$22.10	\$22.98	\$23.73
	5	\$22.81	\$23.72	\$24.49
	6	\$23.50	\$24.44	\$25.24
	8	\$24.25	\$25.22	\$26.03
	10	\$24.99	\$25.99	\$26.83
	12	\$25.74	\$26.77	\$27.64
	14	\$26.52	\$27.58	\$28.48
	16	\$27.27	\$28.36	\$29.28
	18	\$28.07	\$29.20	\$30.15

02370 - RECEPTIONIST		2024	2025	2026
	START	\$20.45	\$21.27	\$21.96
	1	\$20.50	\$21.32	\$22.01
	2	\$20.55	\$21.37	\$22.07
	3	\$20.60	\$21.43	\$22.12
	4	\$20.65	\$21.48	\$22.18
	5	\$20.71	\$21.53	\$22.23
	6	\$20.76	\$21.59	\$22.29
	8	\$20.81	\$21.64	\$22.34

10	\$20.86	\$21.69	\$22.40
12	\$20.91	\$21.75	\$22.45
14	\$21.01	\$21.85	\$22.56
16	\$21.48	\$22.34	\$23.07
18	\$21.93	\$22.80	\$23.55

02121 - HOSPITAL CARRIER SR

	2024	2025	2026
START	\$20.45	\$21.27	\$21.96
1	\$20.50	\$21.32	\$22.01
2	\$20.55	\$21.37	\$22.07
3	\$20.65	\$21.48	\$22.18
4	\$20.76	\$21.59	\$22.29
5	\$20.93	\$21.76	\$22.47
6	\$21.59	\$22.45	\$23.18
8	\$22.23	\$23.11	\$23.87
10	\$22.86	\$23.78	\$24.55
12	\$23.52	\$24.46	\$25.26
14	\$24.18	\$25.15	\$25.97
16	\$24.85	\$25.85	\$26.69
18	\$25.61	\$26.63	\$27.50

02369 - LABORATORY ASSISTANT
02372 - LABORATORY CARE TECH

	2024	2025	2026
START	\$21.47	\$22.33	\$23.06
1	\$22.09	\$22.97	\$23.72
2	\$22.81	\$23.72	\$24.49
3	\$23.53	\$24.47	\$25.27
4	\$24.30	\$25.27	\$26.09
5	\$25.04	\$26.04	\$26.89
6	\$25.84	\$26.87	\$27.75
8	\$26.63	\$27.69	\$28.59
10	\$27.39	\$28.49	\$29.41
12	\$28.19	\$29.32	\$30.27
14	\$28.97	\$30.13	\$31.10
16	\$29.74	\$30.93	\$31.94
18	\$30.62	\$31.84	\$32.87

01473 - SENIOR LAB ASSISTANT

	2024	2025	2026
START	\$22.50	\$23.39	\$24.16
1	\$22.76	\$23.67	\$24.44
2	\$23.62	\$24.56	\$25.36
3	\$24.59	\$25.57	\$26.40
4	\$25.47	\$26.49	\$27.35
5	\$26.45	\$27.50	\$28.40

6	\$27.37	\$28.47	\$29.39
8	\$28.31	\$29.44	\$30.40
10	\$29.24	\$30.41	\$31.40
12	\$30.20	\$31.41	\$32.43
14	\$31.10	\$32.35	\$33.40
16	\$32.05	\$33.33	\$34.42
18	\$33.02	\$34.34	\$35.46

04194 - HIMS CLERK II

	2024	2025	2026
START	\$20.45	\$21.27	\$21.96
1	\$20.50	\$21.32	\$22.01
2	\$20.55	\$21.37	\$22.07
3	\$21.10	\$21.94	\$22.65
4	\$21.69	\$22.56	\$23.29
5	\$22.31	\$23.20	\$23.96
6	\$22.87	\$23.79	\$24.56
8	\$23.47	\$24.41	\$25.20
10	\$24.13	\$25.09	\$25.91
12	\$24.71	\$25.70	\$26.54
14	\$25.39	\$26.41	\$27.27
16	\$26.00	\$27.04	\$27.92
18	\$26.78	\$27.85	\$28.75

02027 - NURSING ASST

	2024	2025	2026
START	\$21.47	\$22.33	\$23.06
1	\$21.52	\$22.38	\$23.11
2	\$21.57	\$22.44	\$23.17
3	\$21.71	\$22.58	\$23.32
4	\$22.37	\$23.27	\$24.03
5	\$23.08	\$24.00	\$24.78
6	\$23.78	\$24.73	\$25.53
8	\$24.48	\$25.46	\$26.29
10	\$25.16	\$26.17	\$27.02
12	\$25.88	\$26.92	\$27.79
14	\$26.67	\$27.74	\$28.64
16	\$27.37	\$28.47	\$29.39
18	\$28.19	\$29.32	\$30.27

02120 - NURSING STATION TECH

	2024	2025	2026
START	\$22.50	\$23.39	\$24.16
1	\$22.65	\$23.55	\$24.32
2	\$22.80	\$23.71	\$24.48
3	\$23.02	\$23.94	\$24.72

4	\$23.75	\$24.70	\$25.50
5	\$24.50	\$25.48	\$26.31
6	\$25.30	\$26.31	\$27.17
8	\$26.07	\$27.12	\$28.00
10	\$26.87	\$27.95	\$28.86
12	\$27.70	\$28.81	\$29.75
14	\$28.47	\$29.61	\$30.57
16	\$29.25	\$30.42	\$31.41
18	\$30.13	\$31.33	\$32.35

02022 - OUTPATIENT CLINIC ASST

	2024	2025	2026
START	\$20.45	\$21.27	\$21.96
1	\$20.47	\$21.29	\$21.98
2	\$21.19	\$22.04	\$22.76
3	\$21.92	\$22.79	\$23.53
4	\$22.63	\$23.53	\$24.30
5	\$23.34	\$24.28	\$25.06
6	\$24.09	\$25.05	\$25.86
8	\$24.84	\$25.83	\$26.67
10	\$25.59	\$26.61	\$27.47
12	\$26.38	\$27.44	\$28.33
14	\$27.12	\$28.20	\$29.12
16	\$27.86	\$28.98	\$29.92
18	\$28.70	\$29.85	\$30.82

02029 - NUTRITION SVCS AIDE

	2024	2025	2026
START	\$20.45	\$21.27	\$21.96
1	\$20.50	\$21.32	\$22.01
2	\$20.55	\$21.37	\$22.07
3	\$20.60	\$21.43	\$22.12
4	\$20.65	\$21.48	\$22.18
5	\$20.86	\$21.69	\$22.40
6	\$21.16	\$22.01	\$22.72
8	\$21.80	\$22.67	\$23.41
10	\$22.43	\$23.32	\$24.08
12	\$23.07	\$23.99	\$24.77
14	\$23.70	\$24.65	\$25.45
16	\$24.33	\$25.30	\$26.13
18	\$25.04	\$26.04	\$26.89

02204 - PHARM TECH INVEN RETAIL - U

03660 - 7/70 PHARM TECH - NIGHT

04257 - PHARM TECH, ADV PRAC RETAIL-UMC

	2024	2025	2026
START	\$23.52	\$24.46	\$25.25
1	\$24.14	\$25.10	\$25.92

08714 - PHARM TECH, ADV PRAC RETAIL-HOSPITAL

2	\$24.98	\$25.98	\$26.82
3	\$25.81	\$26.84	\$27.71
4	\$26.65	\$27.71	\$28.62
5	\$27.50	\$28.60	\$29.53
6	\$28.35	\$29.48	\$30.44
8	\$29.20	\$30.37	\$31.36
10	\$30.02	\$31.22	\$32.24
12	\$30.90	\$32.14	\$33.18
14	\$31.74	\$33.01	\$34.09
16	\$32.59	\$33.90	\$35.00
18	\$33.51	\$34.85	\$35.98

01968 - PHARMACY TECHNICIAN
 01899 - PHARMACY TECH RETAIL
 02119 - ADMINISTRATIVE SEC

	2024	2025	2026
START	\$23.52	\$24.46	\$25.25
1	\$23.62	\$24.56	\$25.36
2	\$23.72	\$24.67	\$25.47
3	\$23.82	\$24.78	\$25.58
4	\$23.97	\$24.93	\$25.74
5	\$24.85	\$25.85	\$26.69
6	\$25.70	\$26.73	\$27.60
8	\$26.57	\$27.64	\$28.54
10	\$27.44	\$28.53	\$29.46
12	\$28.31	\$29.44	\$30.40
14	\$29.18	\$30.35	\$31.33
16	\$30.03	\$31.23	\$32.25
18	\$30.93	\$32.17	\$33.22

02039 - RADIOLOGY ASSISTANT

	2024	2025	2026
START	\$20.45	\$21.27	\$21.96
1	\$20.50	\$21.32	\$22.01
2	\$20.55	\$21.37	\$22.07
3	\$20.60	\$21.43	\$22.12
4	\$20.65	\$21.48	\$22.18
5	\$20.71	\$21.53	\$22.23
6	\$20.96	\$21.80	\$22.51
8	\$21.19	\$22.04	\$22.76
10	\$21.81	\$22.68	\$23.42
12	\$22.43	\$23.32	\$24.08
14	\$23.04	\$23.97	\$24.74
16	\$23.67	\$24.62	\$25.42
18	\$24.31	\$25.28	\$26.10

02041 - REHABILITATION ASST

	2024	2025	2026
START	\$20.45	\$21.27	\$21.96
1	\$20.50	\$21.32	\$22.01
2	\$20.55	\$21.37	\$22.07
3	\$20.60	\$21.43	\$22.12
4	\$20.65	\$21.48	\$22.18
5	\$20.71	\$21.53	\$22.23
6	\$20.76	\$21.59	\$22.29
8	\$20.90	\$21.73	\$22.44
10	\$21.49	\$22.35	\$23.08
12	\$22.10	\$22.98	\$23.73
14	\$22.72	\$23.63	\$24.40
16	\$23.33	\$24.26	\$25.05
18	\$23.98	\$24.94	\$25.75

2160 - STORES CLERK - U

	2024	2025	2026
START	\$20.45	\$21.27	\$21.96
1	\$20.60	\$21.43	\$22.12
2	\$20.76	\$21.59	\$22.29
3	\$20.98	\$21.82	\$22.53
4	\$21.77	\$22.64	\$23.37
5	\$22.60	\$23.50	\$24.26
6	\$23.30	\$24.23	\$25.02
8	\$24.08	\$25.04	\$25.85
10	\$24.85	\$25.85	\$26.69
12	\$25.65	\$26.68	\$27.54
14	\$26.46	\$27.52	\$28.41
16	\$27.27	\$28.36	\$29.28
18	\$28.07	\$29.20	\$30.15

01999 - OFFICE SPECIALIST

03215 - FILM FILE SPEC

	2024	2025	2026
START	\$20.45	\$21.27	\$21.96
1	\$20.76	\$21.59	\$22.29
2	\$21.15	\$22.00	\$22.71
3	\$21.93	\$22.80	\$23.55
4	\$22.75	\$23.66	\$24.42
5	\$23.52	\$24.46	\$25.26
6	\$24.33	\$25.30	\$26.13
8	\$25.19	\$26.20	\$27.05
10	\$26.03	\$27.07	\$27.95
12	\$26.87	\$27.95	\$28.86
14	\$27.73	\$28.84	\$29.78
16	\$28.57	\$29.72	\$30.68
18	\$29.41	\$30.59	\$31.58

03269 - FLOOR CARE TECH

	2024	2025	2026
START	\$20.45	\$21.27	\$21.96
1	\$20.50	\$21.32	\$22.01
2	\$20.55	\$21.37	\$22.07
3	\$20.76	\$21.59	\$22.29
4	\$21.21	\$22.06	\$22.78
5	\$21.92	\$22.79	\$23.53
6	\$22.61	\$23.51	\$24.28
8	\$23.31	\$24.24	\$25.03
10	\$23.99	\$24.95	\$25.76
12	\$24.75	\$25.74	\$26.57
14	\$25.47	\$26.49	\$27.35
16	\$26.21	\$27.26	\$28.15
18	\$27.13	\$28.21	\$29.13

03557 - EMER ROOM TECH

04403 - EMER DEPT SPEC

NO INCUMBENTS

02030 - NURSING MONITOR TECH

	2024	2025	2026
START	\$23.52	\$24.46	\$25.25
1	\$23.57	\$24.51	\$25.31
2	\$23.62	\$24.56	\$25.36
3	\$23.75	\$24.70	\$25.50
4	\$24.50	\$25.48	\$26.31
5	\$25.30	\$26.31	\$27.17
6	\$26.07	\$27.12	\$28.00
8	\$26.87	\$27.95	\$28.86
10	\$27.67	\$28.78	\$29.71
12	\$28.45	\$29.58	\$30.55
14	\$29.24	\$30.41	\$31.40
16	\$30.02	\$31.22	\$32.24
18	\$30.92	\$32.16	\$33.21

MEMORANDUM OF UNDERSTANDING

Environmental Services Department

This memorandum of understanding is entered into this 1st day of August 2001, by and between University of Minnesota Medical Center, Fairview-University Campus and AFSCME, Council 5, AFL-CIO and its affiliated Union Local 1164. When a position in an Environmental Services work area is determined to be filled by the Employer, it shall be posted within the department for a period of seven (7) calendar days. Employees in the same classification, may apply on a form provided by the department and submitted to the Environmental Services Department. Positions shall be awarded in seniority order and the senior applicant will not be unreasonably denied the position.

This Memorandum of Understanding is subject to all of the provisions contained in Article 26. Settlement of Disputes.

MEMORANDUM OF UNDERSTANDING

Pharmacy Technician 7/70 Schedule

This memorandum of understanding is entered into this 1st day of August 2003, by and between University of Minnesota Medical Center, Fairview-University Campus and AFSCME, Council 5, AFL-CIO and its affiliated Local Union 1164. The parties agree that Hospital Pharmacy employees in the Pharmacy Technician classification working on the evening or night shift, as defined in Article 28, Section 9 of the Labor Agreement, shall be eligible to participate in the following 7/70 staffing program as outlined herein.

Eligibility

1. Hospital Pharmacy Technicians working the evening and/or night shift positions.

7/70 Staffing Program

1. The number of positions available for the 7/70 program are determined by management discretion.
2. The 7/70 work schedule will be cyclical and will consist of 7 consecutive ten hour shifts on a Thursday through Wednesday or a Friday through Thursday cycle.
3. Employees on the 7/70 program will be authorized at 80 hours per pay period, work 7 days on and then have 7 days off, be on a "over 40" hours per week overtime standard, work every other weekend by cycle design, and holidays will not affect their cycle.
4. Employees will receive 80 hours pay for each 70 hour pay period.
5. Employees will receive insurance and all other benefit accruals except PTO as per an 80 authorized hours status.
6. PTO accrual shall be as follows:

Evening or Length of Service Evening/Night Night Shift

0-4 years 70 hours/year 110 hours/year
5-8 years 80 hours/year 120 hours/year
9-14 years 90 hours/year 130 hours/year
15+ years 100 hours/year 140 hours/year

SIDE LETTER FROM UMMC - FAIRVIEW - Posting Requisitions

This is to confirm the understanding reached on May 28 regarding the posting of requisitions in individual work locations for Environmental Services and Nutrition Services Departments only.

Effective with the ratification of the new contract, managers will post requisitions for AFSCME positions in the work location of the vacancy. This posting will occur at the time the manager processes the requisition for approval and is not a guarantee that a position will be officially posted in Human Resources.

The posting of requisitions is not part of the official posting process as described in Article 17, Filling of Vacancies and is not subject to Article 26, Settlement of Disputes.

SIDE LETTER - HUMAN RESOURCES MANAGEMENT SYSTEM

The following changes will be effective upon the implementation of the new Human Resources Management System:

- The 80 hours per pay period cap on accrual of PTO will be removed. As it relates to the removal of the 80 hour per pay period cap on PTO, overtime and regular hours worked do count toward PTO accrual on the basis of one hour of accrual credit for one hour of overtime and one hour of accrual credit for one hour of regular work/regular pay. There will still be an accrual cap of 2080 hours annually.
- Time off accruals earned will be available for use on the first day of the next pay period. All time off accruals will be available for employees in the next pay period. Currently time off accruals based on time off are available in the next pay period and time off accruals for worked time are available in the same pay period as worked.
- Effective with the implementation of the new HRMS, PTO accrual levels will be based on the employee's anniversary date only (there is no hours worked requirement to advance to the next PTO accrual level). This means effective with the implementation date of the new HRMS the following will occur:
 - o The anniversary date for new employees authorized 40 hours per pay period or greater will be their most recent date of hire.
 - o Current employee authorized 40 hours per pay period or greater will retain their current PTO accrual anniversary date. Upon implementation of HRMS they will

receive one year's credit for PTO accrual each year on their subsequent anniversary date. This will not change the employee's current PTO accrual level and the no hour requirement will only apply moving forward.

SIDE LETTERS

- **FMLA Application Forms**
The Hospital agrees to provide Family Medical Leave Act application forms to employees upon request.
- Agree to discuss schedules involving more than ten consecutive days across two pay periods, Environmental Services day shift start times and educational and personal leaves of absence at the Labor Management Committee meeting.
- Agree to discuss the use of Lead workers at the Labor Management Committee meeting.
- Agree to discuss uniforms at the Labor Management Committee meeting.

**Fairview University of Minnesota Medical Center
East Bank**

And

AFSCME Local 1164

Letter of Understanding Re: Holidays

If, during the 2024-2027 Agreement, an Employer offers Martin Luther King Jr Day or Juneteenth, or any other Federal Holiday, in the form of an additional paid holiday, a floating holiday, or in lieu of a different named paid holiday to non-contract employees, that Employer will provide the Union with notice and opportunity to bargain over this change. In this event, all other provisions of the Agreement will remain closed and effective.

AFSCME

in the public service

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South St. Paul, MN 55075-2470

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