

Agreement Between

**UNIVERSITY OF MINNESOTA
PHYSICIANS**

and

**LOCAL 1164
AFSCME COUNCIL 5
AFL-CIO**

April 25, 2022 through January 31, 2025

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ARTICLE 1 - PREAMBLE

This Agreement is made and entered into to become effective on April 25, 2022, which is the first day of the first full pay period following its ratification by the parties (the “Effective Date”), by and between University of Minnesota Physicians, hereinafter referred to as the Employer or UMPPhysicians, and the American Federation of State, County, and Municipal Employees, Council No. 5, and Local 1164, AFL-CIO, hereinafter referred to as “AFSCME” or 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.

ARTICLE 2 - RECOGNITION

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 on the University Campus in Minneapolis, Minnesota; including Clinic Coordinators, Senior Clinic Coordinators and Senior Intake Representative Leads, 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 (the “Bargaining Unit”).

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. As of the Effective Date of this Agreement, Union members working a 0.5 FTE to 1.0 FTE per pay period pay \$26.86 per payroll period and Union members working less than a 0.5 FTE pay \$13.87 per pay period. Agency Fee Payers working a 0.5 FTE to 1.0 FTE per pay period pay \$17.70 per pay period and Agency Fee Payers working less than a 0.5 FTE pay \$9.14 per pay period. These amounts are subject to change by AFSCME, and in the event of any changes, the Union agrees to provide thirty (30) days’ notice of such changes to the Employer’s Human Resources department.

Section 2. Termination. Compliance with the Union Security clause is a condition of employment with UMPPhysicians unless otherwise prohibited by law. If any employee does not comply with the Union Security clause as defined in this Article, the Employer shall terminate the employee within fourteen (14) days’ written notice to do so by the Union. The Union shall copy the employee on this notice. Employees shall have a right to cure their failure to comply with the Union Security clause during this fourteen (14) day period, and if cured, no terminations shall occur. The Union shall save the Employer harmless from any claims of an employee so terminated.

Section 3. Check Off. Employees may provide their payments for dues and fees directly to the Union. Alternatively, the Employer will 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. To be valid, any dues checkoff authorizations must comply with applicable law, shall reflect what is to be deducted, and, if received by the Union, shall be promptly forwarded to the Employer. 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 FTE appointment for each employee. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union. The Employer will allow for voluntary payroll deductions for employees who choose to contribute to the Union's political action program. Deductions will be made not later than the first payroll period following the fourteenth day after the Employer receives the authorization from the Union.

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 simultaneously electronic copies of all lists to AFSCME Council 5 and the Local 1164 designee. No list shall include social security numbers. The Employer shall provide a monthly list showing the names of employees, FTE appointment 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 monthly a list of employees added to the Bargaining Unit which indicates their classification, work location and shift.

Section 6. Copy of Agreement. The Union agrees to give all new Bargaining Unit employees at the time of orientation a copy of this Agreement, and the Employer agrees to post a copy of the Agreement on their internal web site to which all Bargaining Unit employees have access.

ARTICLE 4 – SCHEDULING

Section 1. Work Period. 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.

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 shall be prepared and communicated in writing by the Employer at least fourteen (14) calendar days prior to their effective date.

- A. Changes may be made by the Employer in that work schedule with at least fourteen (14) 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) 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 Employer.

- B. **Shift Bidding.** When existing schedules are significantly changed (1 hour or more) for a specific clinic due to expanded hours, all schedules within the clinic shall be rebid on the basis of Bargaining Unit seniority. Employees may only bid on shifts within their own clinic. They may not cross into other clinics for bidding.

Section 4. Distribution of Unscheduled Shifts, Days, and Hours. Unscheduled days, shifts, and hours with less than fourteen (14) days' notice will be distributed to employees qualified for the job within the work location where the need exists as hereinafter set forth. For purposes of this article "qualified" refers to those employees who have demonstrated competence in performing the core duties required for the specific open shift.

- A. **Four Hour 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 as follows:

The Employer shall first offer the unscheduled shifts, days, or hours, to qualified employee volunteers currently at the work location by seniority. If there are no qualified volunteers currently at the work location, the Employer may either offer the unscheduled shifts, days or hours to other qualified employees who have previously indicated in writing a willingness to work them, in seniority order, or the Employer may require qualified employees who are currently at the work location, with less than a 1.0 FTE appointment, to work the unscheduled shifts, days or hours, based on inverse seniority. If there are no qualified employees at the work location with less than a 1.0 FTE appointment, the Employer may then require qualified employees at the work location with a 1.0 FTE appointment or greater to work the unscheduled shifts, days, or hours, based on inverse seniority.

- 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, and hours as follows:

The Employer shall first offer the unscheduled shifts, days, or hours, to qualified employee volunteers by seniority. If there are no qualified volunteers, the Employer may either offer the unscheduled shifts, days or hours to other qualified employees who have previously indicated in writing a willingness to work them, in seniority order, or the Employer may require qualified employees to work the unscheduled shifts, days or hours, based on inverse seniority.

- C. **Restrictions on Mandated Assignments.** Mandated assignments of unscheduled shifts, days, or hours with less than fourteen (14) days' notice shall not exceed eight (8) consecutive hours, exclusive of an unpaid lunch period. Absent exigent circumstances, an employee shall not be required to work more than two (2) full mandatory unscheduled shifts or four (4) partial mandatory shifts of four (4) hours or less per pay period. 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 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.

Section 6. 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 scheduled to work during the same shift in which the float need arises shall be selected on a rotational basis starting with the least senior Bargaining Unit employee and continuing on an inverse seniority basis to float to the necessary work location.

Section 7. 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. Lunch breaks and paid rest periods may be combined subject to mutual approval of the employee and supervisor. The supervisor maintains the right to change the schedule for lunch and breaks if the combined time no longer meets the needs of the Employer.

Section 8. Lunch Period. All employees shall be granted an unpaid lunch period of not less than thirty (30) minutes. 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 the agreement of the Union.

Section 9. Emergency Work. In the event of an emergency declared by the Employer, 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 a 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 work days 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 signed by 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.

Section 11. Change in FTE. An employee who works scheduled hours greater than eight (8) hours beyond his/her FTE appointment for nine (9) payroll periods in succession, shall have his/her FTE appointment raised to a level approximating the hours worked in the nine (9) payroll periods if the employee so requests. However, the Employer will not be required to increase the employee's FTE appointment if there is clear evidence that the employee will not be working beyond his/her FTE appointment on a regular basis in the future. Similarly, the Employer may decrease an employee's FTE where the employee has not consistently worked his/her FTE appointment for nine (9) payroll periods in succession, unless the employee has been on an Employer-approved leave of absence. Any FTE appointment adjusted under the provisions of this Section shall be effective as soon as reasonably practicable. No posting of positions will be necessary for increases executed under this Section.

Section 12. Temporary Coverage. In exigent circumstances, supervisors may temporarily fill positions and perform work ordinarily filled or performed by Bargaining Unit employees, *provided that*: a) the Employer has first made reasonable efforts to assign such work to qualified Bargaining Unit employees at the work location when and where the work need arises and no qualified Bargaining Unit employee is available or willing to perform such work; *or* b) the performance of such work is in connection with supervision or training by the Employer.

Section 13. Flexible Work Arrangement Remote Work Proposal Review. In the event that an employee submits a Flexible Work Arrangement proposal form to their direct supervisor asking to begin or continue working remotely and that proposal is denied by the employee's direct supervisor, the employee may obtain a review of that denial by following the procedure in this section. The decisions made by the Employer and its representatives on any Flexible Work Arrangement proposal, including decisions made in the review process set forth in this section, are within the management rights and discretion of the Employer and shall not in any manner or form be subject to the grievance procedure in this Agreement.

An employee seeking such review shall initiate a Review Request. Such Review Request must be made by sending an e-mail to their assigned Human Resources (HR) Business Partner within ten calendar days of receiving the denial. Such request must include copies of the original Flexible Work Arrangement proposal form and the denial by the direct supervisor. The Employer may require additional information at any point in this review process and the employee must comply with such requirements in order to be eligible to continue in the review process.

Upon receipt of all the required information and any additional information requested, the HR Business Partner will undertake a review of the request and denial. If the HR Business Partner determines it will be useful, they may set a meeting with the Employee to discuss the proposal and Review Request. The Employee may choose to have a union representative present for any meeting between the Employee and the HR Business Partner in connection with this review.

The HR Business Partner will give thoughtful consideration to the employee's Flexible Work Arrangement proposal and the reasons provided for its denial, if any. Thereafter the HR Business Partner will provide the Employee with a final determination by email, copying the union representative who attended the employee's meeting with the HR Business Partner, if any. The HR Business Partner will endeavor to provide such determination within 21 calendar days of the Employee's meeting with the HR Business Partner, if any, or if no meeting has been held, within 21 days of the Employee's submission of the Review Request.

ARTICLE 5 – INFORMATION REQUESTS

The parties will respond to information requests in accordance with their duties under the National Labor Relations Act, including but not limited to the duty to bargain over such requests. Additionally, all information requests must be in writing and must include a written explanation of specifically how the information requested relates to the administration of this Agreement.

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 forty (40) hours during the regular workweek shall be paid at time and one-half (1-1/2) the employee's regular rate of pay.
- B. All mandated additional shifts, days and hours assigned to employees outside their regular work schedule with less than fourteen (14) days' notice shall be paid at time and one half (1-1/2) in accordance with Article 4, Section 3, Work Schedules.
- C. For those employees with an FTE appointment of 0.5 or greater and who work 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. The payment of overtime under this paragraph does not apply when employees have volunteered to work these hours or shifts, either bid or been hired

into jobs with such schedules, or traded or exchanged with other employees for such schedules.

- D. 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 1(D), weekends shall be defined as 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 (1D) 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.

Section 2. No Duplication or Pyramiding. There shall be no duplication or pyramiding of overtime. An employee is only eligible for the application of one method of calculating overtime on hours worked.

Section 3. Call Back. An employee who is recalled to work after having completed his/her work day shall receive as a minimum, four (4) hours of pay.

ARTICLE 7 - REPORTING TIME

Section 1. Reporting Time Compensation. Any employee who is scheduled 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 scheduled 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.

Section 2. Emergencies. If an emergency is declared by UMPhysicians which prevents a Bargaining Unit employee who is scheduled to be at or report to work within 24 hours after the emergency has been declared (or when the emergency period is over, whichever is earlier), the employee shall be paid for his or her scheduled hours during this time period.

ARTICLE 8 - CASUAL EMPLOYEES

Casual employees are those employees with no regularly scheduled or authorized hours. Regular employees will first be given the opportunity to work the extra hours in accord with Article 4 of this agreement, provided the additional hours do not result in overtime pay for the regular employee. Similarly, no overtime hours will be granted to a casual employee before such hours are first offered to, and rejected, by all regular employees in accord with Article 4 of this agreement.

A casual employee who is assigned to a specific work area for at least 24 hours per pay period, for nine (9) consecutive payroll periods, shall be converted to a regular part time employee. This requirement shall not apply if UMPHysicians shows clear evidence that the position will not continue to require regular hours in the future.

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. Casual employees are required to pay union dues, as defined in Article 3, Section 1.

ARTICLE 9 - VOLUNTEERS

The purpose of volunteers is to enhance the quality of the time spent at UMPHysicians clinics by the patients. 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 10 - TEMPORARY STAFF

Any position anticipated to last 60 days or more shall be posted. The Employer, however, may use temporary employees for periods up to 60 days to cover unfulfilled needs if there are no qualified regular or casual staff available to cover such needs without the Employer incurring an obligation to provide overtime pay. In this event, the Local Union shall be notified. If the unfulfilled need results from a regular employee's leave of absence when that employee is ready and released to return to work (as the case may be) the Employer will make reasonable efforts to place the employee back into his or her previous position, provided the position still exists. Temporary employees may be used for more than 60 days for reasons other than covering leaves of absence, upon agreement of the Local Union.

ARTICLE 11 - FLEXIBLE TIME OFF (FTO)

Section 1. Eligibility for Flexible Time Off. Employees shall be eligible for Flexible Time Off as specified below. FTO may be used for vacation, illness, or other personal needs.

Section 2. Scheduled Time Off. Scheduled time off shall be taken at times selected by the employee consistent with staff 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
3/15-4/15	6/1-8/31
6/15-7/15	9/1-11/30
9/15-10/15	12/1-2/28
12/15-1/15	3/1-5/31

Within ten (10) 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 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 ten (10) days. No Scheduled Time Off requests shall be approved with less than sixty (60) days' notice unless those employees who have requested Scheduled Time Off with more than sixty (60) 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 only the approved days off.

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

Section 3. Annual FTO Payout. Bargaining Unit employees who have FTO balances, as of the Effective Date of this Agreement (and on the anniversary of the Effective Date thereafter), within 9 days of the maximum amount of FTO they can accrue under the UMPhysicians Flexible Time Off Policy, shall receive a partial payout of their FTO balance equal to the difference between their current FTO balance plus 9 and the maximum amount of FTO they can accrue. For purposes of illustration, an employee with an FTO balance of 28 days out of a maximum accrual of 32 days shall receive a payout equal to 5 days ($28 + 9 - 32$), and that employee's new FTO balance shall then equal 23 days following the payout. This payout shall be provided to qualifying Bargaining Unit employees within 30 days of the Effective Date and annually thereafter to qualifying Bargaining Unit employees within 30 days of the anniversary of the Effective Date.

Section 4. One-Time Employer FTO Contribution. All Bargaining Unit employees shall receive, on the day after the Effective Date of this Agreement, a one-time Employer contribution of two (2) FTO days into their FTO balance, prorated according to the employee's FTE appointment.

Section 5. Medical Leave Bank. Employees who have Medical Leave Bank (MLB) balances will be able to use their accrued MLB hours on the same terms that have applied prior to the Effective Date of this Agreement. No Bargaining Unit member shall accrue additional MLB hours on or after the Effective Date of this Agreement. In all other respects, employees' use of MLB hours shall be governed by the UMPhysicians Medical Leave Bank Policy, as amended from time to time. The Employer shall notify the Union 30 days in advance of any amendments to the Medical Leave Bank Policy and shall, at the Union's request, meet and confer with the Union regarding such amendments.

Section 6. FTO Accrual and Use. In all other respects, employees' accrual and use of Flexible Time Off (FTO) shall be governed by the UMPhysicians Flexible Time Off Policy, consistent with Article 23, Section 1 of this Agreement. The Employer shall notify the Union 30 days in advance of any amendments to the Flexible Time Off Policy and shall, at the Union's request, meet and confer with the Union regarding such amendments.

ARTICLE 12 - HOLIDAY PAY

An employee will not be required to work two consecutive holidays, or two consecutive Christmas holidays, unless the employee volunteers to work the holidays. Whenever possible, the Employer will adjust the schedule so employees can exchange Christmas and/or Easter holidays for other recognized religious holidays.

In all other respects, employees' holidays and holiday pay shall be governed by the UMPhysicians Holidays Administrative Policy, consistent with Article 23, Section 1 of this Agreement. The Employer shall notify the Union 30 days in advance of any amendments to the Holidays Administrative Policy and shall, at the Union's request, meet and confer with the Union regarding such amendments.

ARTICLE 13 - LEAVES OF ABSENCE

Section 1. Application for Leave. All requests for a non-FMLA or non-medical leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. 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 calendar days in advance.

Section 2. Authorization for Leave. Authorization for or denial of a non-FMLA or non-medical leave of absence shall be furnished to the employee in writing by the Employer. The Employer shall make reasonable efforts to respond to the request within three working days of submission.

Section 3. Paid Leave of Absence. The following types of paid leaves of absence shall be available to qualifying Bargaining Unit employees on a basis proportionate to their FTE appointment.

- A. **Bereavement Leave.** Employees' eligibility for bereavement leave shall be governed by the UMPhysicians Funeral/Bereavement Leave Policy, consistent with Article 23, Section 1 of this Agreement. The Employer shall notify the Union 30 days in advance of any amendments to the Funeral/Bereavement Leave Policy and shall, at the Union's request, meet and confer with the Union regarding such amendments.
- B. **Jury Duty Leave.** Employees' eligibility for jury duty leave shall be governed by the UMPhysicians Jury Duty Policy, consistent with Article 23, Section 1 of this Agreement. The Employer shall notify the Union 30 days in advance of any amendments to the Jury Duty Policy and shall, at the Union's request, meet and confer with the Union regarding such amendments.
- C. **Parental Leave.** Employees' eligibility for Parental Leave shall be governed by the UMPhysicians Parental Leave Policy, consistent with Article 23, Section 1 of this Agreement. The Employer shall notify the Union 30 days in advance of any amendments to the Parental Leave Policy and shall, at the Union's request, meet and confer with the Union regarding such amendments.

Section 4. Unpaid Leaves of Absence. None of the leaves described below are intended to modify the Family Medical Leave Act (FMLA). They can run concurrently with the FMLA to the

extent the reason for leave is a qualifying FMLA reason. While the employee is on an approved FMLA leave, the employee is entitled to a continuation of the Employer's share of the health insurance premium as provided in the FMLA. The Employer will administer all leave programs in accordance with applicable laws.

- A. **Family and Medical Leave.** The Employer agrees to adhere to the Family and Medical Leave Act and its regulations for all eligible employees. Employees will be required to use accrued, unused FTO for approved FMLA leave. FTO will run concurrently with FMLA leave until FTO is exhausted.
- B. **School Conference and Activity Leave.** The Employer agrees to provide eligible employees with time off to attend school conferences and activities, consistent with the Minnesota School Conferences and Activity Leave law.
- C. **Military Leave.** The Employer agrees to provide eligible employees with time off for military-related leaves, consistent with Uniformed Services Employment and Reemployment Rights Act.
- D. **Court Appearance Leave.** Employees' eligibility for court appearance leave shall be governed by the UMPhysicians Court Appearance on Behalf of UMPhysicians and for Personal Reasons Policy, consistent with Article 23, Section 1 of this Agreement. The Employer shall notify the Union 30 days in advance of any amendments to the Court Appearance on Behalf of UMPhysicians and for Personal Reasons Policy and shall, at the Union's request, meet and confer with the Union regarding such amendments.
- E. **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.

Section 5. Reinstatement After Leave. Any employee returning from an approved leave of absence as covered by this Article (except under Article 13, Section 4E) 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 1(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 accrual-based 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. Definitions. The following definitions shall apply throughout this Agreement:

AFSCME Employee – An individual whose primary employment is with AFSCME Council 5.

Union Steward – An individual designated as a steward in accordance with Article 14, Section 7 of this Agreement.

Local Union Officer – An individual who holds a position as an officer of AFSCME Council 5, Local 1164.

Union Representative – An AFSCME Employee, Union Steward, or Local Union Officer.

Section 2. Union Activities. Union Representatives shall have access to non-public premises of the Employer at reasonable times during working hours to conduct necessary activities related to the administration of the Agreement after providing advance notice to the Employer's Human Resources Department, provided that the visit is neither disruptive nor interferes with the required work of any Bargaining Unit member.

Section 3. 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 a regularly scheduled quarterly meeting. The parties will prepare an agreed upon agenda in advance of the meeting.

Section 4. Unpaid Time Off to Attend AFSCME Events. Unpaid time off of reasonable duration shall be provided to Bargaining Unit employees for the purpose of attending AFSCME events not related to the bargaining or administration of this Agreement. Receiving such time off is contingent upon supervisory approval and twenty-one (21) days' notice by the employee to the employee's supervisor unless the event occurs during non-work time. The number of employees granted unpaid time off to attend such events shall not exceed a reasonable number at any one time, and the granting of such unpaid time off shall be predicated on the Employer's staffing needs.

Section 5. Union Negotiating Committee. All eligible employees shall continue to accrue all benefits and have all hours lost while serving as a member of the Union Negotiating Committee counted as if they were hours worked for purposes of seniority, retirement plan, and any other purpose for which time worked is counted by the Employer.

Section 6. New Employee Orientation. The Employer will allow one Union Representative to make a 15-minute presentation to new employees during New Employee Orientation. This presentation shall be on paid time.

Section 7. Union Stewards. The Union shall provide the Employer with a current list of all Union Stewards for the Bargaining Unit and shall provide the Employer with an updated list within seven (7) days of any changes to such list.

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 three (3) glass-enclosed, locked bulletin boards in the Phillips-Wangensteen Building, 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. There will also be a Union Bulletin Board located on the third floor of 720 Washington Avenue SE. 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 February 23, 2004, 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 February 23, 2004 seniority shall be defined as the employee's continuous length of service from the date hired. Employees who were in the AFSCME Bargaining Unit at Fairview-University Medical Center on February 22, 2004, and became University of Minnesota Physicians employees on February 23, 2004, the seniority date as identified on the AFSCME/Fairview-University Medical Center seniority roster did not change.

Effective February 22, 2016, all previously non-union transitioned Clinic Coordinators and Senior Clinic Coordinators will retain their original hire date with UMP as their union seniority date and will be dove-tailed accordingly into the current union seniority list.

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.
- G. Movement out of the Bargaining Unit

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, FTE appointments and departments, and seniority dates. 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 employees' seniority position shall be determined by lot.

ARTICLE 17 - FILLING OF VACANCIES

Section 1. FTE Appointment. For purposes of this Agreement, an employee's FTE appointment reflects regularly-scheduled weekly hours as follows:

Weekly Hours	FTE
40	1.0
36	0.9
32	0.8
28	0.7
24	0.6
20	0.5
16	0.4
12	0.3
8	0.2
4	0.1

Section 2. Posting of Vacancies. Whenever a vacancy occurs which the Employer determines to fill, the Employer shall post notice of the opening on the UMPPhysicians intranet for a period of not less than seven (7) calendar days. The posting shall contain title, schedule, work location, FTE appointment, and requirements for the position. The Union shall receive a weekly summary via e-mail containing all new postings within the last seven (7) calendar days.

Section 3. Applicant Consideration. UMPPhysicians will give all applicants equal consideration when evaluating job requirements, past work experience, education, and relevant accomplishments. UMPPhysicians recognizes the value of its current workforce, and will provide any necessary training to employees who will be transferred or promoted. All qualified applicants who apply within the seven-day posting period will receive an interview for the posted Bargaining Unit position.

Bargaining Unit employees who are on layoff who currently meet the qualifications set forth on the posting may apply for the vacancy. Generally, only Bargaining Unit employees with at least six months of service in his/her current position can apply for a new position. This will not prevent employees from being given consideration if the vacancy is in the same classification and department and different hours or different shift.

A Bargaining Unit employee who has received a written warning or suspension in the last six (6) months generally cannot apply for a new position. A Bargaining Unit employee serving a probationary period in a regular position will not generally be considered for any vacancy except a vacancy in the same class and department and different FTE appointment. UMPhysicians will confirm receipt of all applications.

Section 4. Applicant Selection. The hiring supervisor will select the applicant best suited for the position. An AFSCME applicant will be recognized for relevant work experience and years of seniority. If two or more current employees who apply for the position are substantially equal in qualifications, the position will be awarded to the most senior of those applicants. If the supervisor selects a candidate who is not the most senior internal applicant, the employee can request that the supervisor write an explanation of his/her decision and submit it to the employee.

A qualified employee who has been released to return to work following lost work time due to an illness or injury covered by workers' compensation will be given first consideration.

Upon request, UMPhysicians will send the Union the names and classifications of the Bargaining Unit employees who applied for a particular Bargaining Unit vacancy. All applicants interviewed for the position will be notified of the final selection.

ARTICLE 18 - PROBATIONARY PERIOD

The first ninety (90) days of employment for any 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 thirty (30) 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 eightieth (80th) day of the probationary period of the employee involved.

The Union may object to such extension by giving written notice to the Employer, provided such notice is received by the Employer on or before the eighty-fifth (85th) day of the probationary period. If no such timely written objection is received, the probationary period shall be extended for an additional thirty (30) calendar days.

An employee who subsequently moves into a different job classification shall be required to serve a 45 day probationary period in their new position. In the event either the Employer or the employee determines the work in the new position to be unsatisfactory during this 45 day period, the employee shall be returned to his/her former job classification and position.

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

Bargaining Unit employees who have been on staff for at least three months immediately preceding the performance review cycle, shall have a performance review completed annually. The performance review will be based on the goals established by the employee and the supervisor in the previous year, and the employee’s completion of the annual required learning and competencies. The performance review will be based on the common practices of the employer. Employees may appeal negative performance reviews written about them by their immediate supervisor to Human Resources. Human Resources will then facilitate the appeal meeting with the next level supervisor or manager. If the issues remain following the meeting with the next level supervisor or manager, 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 immediate supervisor will review the request and provide a written summary attesting to the accuracy of the description. An internal Compensation Consultant—or another employee designated by a Director of Human Resources—shall investigate and determine the appropriate classification for the position, and shall notify the employee, the supervisor, the department head, and the Union of the decision in writing within sixty (60) days of the request. If the parties are in disagreement as to the appropriate classification, the employee can appeal the decision to a Director of Human Resources. If still not resolved, the Employer and the Union will equally share the cost of an evaluation from a mutually agreed upon outside compensation evaluator.

ARTICLE 21 - LAYOFF AND RECALL

Section 1. Layoff and Recall Procedure. In reducing the number 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 work location. If a vacancy exists in the same job classification within the same FTE appointment, 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 FTE appointment up to twenty percent (20%) without invoking any layoff rights for employees with an FTE appointment of 0.5 or greater so long as the twenty percent (20%) FTE reduction does not result in an FTE appointment below 0.5. Any other elimination of a position, any reduction in hours of a position with an FTE of 1.0, or reduction in FTE appointment of twenty percent (20%) or more for employees with an FTE appointment of less than 0.5 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. The employee may accept an existing Bargaining Unit opening in a different class or FTE appointment 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 an FTE appointment less than 0.5 shall receive a notice of layoff if his or her FTE appointment 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, but shall have no other layoff rights.

The Union shall receive prior notice of the approximate number of positions and probable classes affected by any impending layoff, at least seven (7) days prior to notices being issued 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) FTE appointment categories shall be given concurrent fourteen (14) calendar days’ notice of layoff or pay in lieu thereof. Copies of layoff notices shall also be sent to the Union 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) with an FTE appointment of less than 0.5; and (b) the least senior employee(s) in the respective classifications with an FTE appointment of 0.5 to 0.75.

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

- A. Employees whose positions have an FTE appointment of 1.0 shall replace the least senior employee in the same classification in the Bargaining Unit with an FTE appointment of 1.0.
- 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 has an FTE appointment between 0.75 and 0.99.

- 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 has an FTE appointment between 0.5 and 0.74.

Employees whose positions have an FTE appointment between 0.75 and 1.0 and who are laid off and elect to replace another employee shall exercise replacement rights beginning with B above.

Employees whose positions have an FTE appointment between 0.5 and 0.74 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 work location 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 FTE appointment for purposes of decreasing their FTE appointment consistent with Article 4, Hours of Work; Section 11, Change in FTE.

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 the least senior employees scheduled for the particular work location and classification where reductions are necessary, provided the more senior employee is qualified and properly oriented to do the work. In the event that a Bargaining Unit employee 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.

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, religion, national origin, veteran's status, disability, union activity, or any other characteristic protected by applicable law.

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. In accordance with the values of respect, dignity, compassion, teamwork and diversity, it is our goal for all employees to work in an environment free from any type of unlawful discrimination or harassment. The Employer and the Union are committed to accomplishing this goal and expect all employees to do the same.

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

Section 2. Prohibited Harassment. The parties agree that all employees have a right to a work place free from unlawful harassment. 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.

One specific type of unlawful harassment is sexual harassment, which 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 363A, the Minnesota Human Rights Act.

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. An employee who feels that he/she has encountered discrimination or harassment may discuss the problem directly with the offending coworker/supervisor. If this is uncomfortable for the employee, he/she should contact his/her supervisor or Human Resources immediately. The employee may request to have a Union representative attend a scheduled meeting related to an investigation or when filing an initial

complaint. The Human Resources Department will be responsible for coordinating the investigation and any other appropriate follow-up.

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 shall be applied uniformly to all Bargaining Unit employees. Copies of existing, new or amended rules governing Bargaining Unit employees shall be provided to Bargaining Unit employees. All new employees shall be provided copies of work rules during their orientation. Upon request of the Union, the Employer will meet and confer regarding work rules.

Section 2. Attendance. Attendance expectations shall be governed by the Attendance Policy contained in the UMPPhysicians Attendance and Breaks Policy, consistent with Article 23, Section 1. The Employer shall notify the Union 30 days in advance of any amendments to the Attendance Policy and shall, at the Union's request, meet and confer with the Union regarding such amendments.

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 FTO used in the Employer's record.

Section 4. Request for Doctor's Statements. An employee may be required to furnish a statement from a medical practitioner to a Human Resources representative upon the request of a Human Resources representative when the employee's health condition is the reason given for absenteeism or other attendance issues.

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 his/her supervisor. The supervisor will review the job procedures with the employee and determine what if any additional actions, including training, need to be taken.

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

ARTICLE 24 - OCCUPATIONAL SAFETY AND HEALTH

Section 1. General Policy. It shall be the policy of the Employer 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, 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 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.

ARTICLE 25 - DISCIPLINE

Section 1. Just Cause. Disciplinary action and discharge shall be taken only for just cause.

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. Oral warning given to employee specifying the reason(s) for the warning and pointing out that non-correction of the reason(s) will result in further disciplinary action. Oral warnings shall be documented by use of a standard Employer form;
- B. Written warning given to the employee specifying the reason(s) for the warning and pointing out that non-correction of the reason(s) will result in further disciplinary action;
- C. Suspension without pay given to the employee with a written explanation specifying the reason(s) for the suspension and pointing out that non-correction of the reason(s) 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.

Oral warnings, written warnings, notices of suspension, and notices of discharge shall become part of the employee's Personnel Record, as defined in Minnesota Statutes Section 181. Notices of suspension and discharge shall be forwarded to the Union. Upon the request of the employee, copies of oral and written warnings shall be forwarded to the Union.

Any time an employee is being questioned as part of an investigation being conducted by the Employer, and if the employee reasonably believes that such questioning could lead to discipline, 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. Appeal. Disciplinary actions taken by the Employer against Bargaining Unit employees may be processed through Article 26, Settlement of Disputes. An employee's failure to pass probation is only subject to the procedures set forth in Article 18, Probationary Period.

Section 4. Personnel Record Requests. Any employee shall be allowed to review his/her Personnel Record. Access to an employee's Personnel Record shall be limited to the employee, Human Resources staff, authorized Department managers, supervisors, administrative staff and other authorized representatives of UMPhysicians. Union Field Representatives also may have access to an employee's Personnel Record upon presenting UMPhysicians with a signed authorization from the employee. No information from a Personnel Record shall be released to anyone not specified above without either a subpoena or a signed authorization from the employee.

Upon request of the employee, all written documents relating to any oral or written disciplinary warning will be removed from the employee's Personnel Record 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.

The Employer may permanently keep a copy of a written warning in a separate Employer file for violations which may cause an Employer liability such as acts of discrimination, sexual harassment, or violations of the Vulnerable Adult law. However, this may only be used in legal proceedings brought against the Employer when it is necessary for the Employer to provide evidence of their investigation and the action taken in such matters.

Section 5. Union Representation. Upon the request of the employee, one (1) Union Representative may be present for any meeting with the Employer when disciplinary action against an employee is instituted. 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 such planned meetings with the employee which will involve discipline as contemplated by this Article unless such notice would present an immediate safety concern or would be otherwise impracticable.

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 ("Grievance").

Section 2. Grievance Procedures. All Grievances shall be settled in accordance with the following procedures. The procedures may only be modified upon mutual written agreement of the parties. Agreements to modify any procedures in the processing of a particular Grievance will not have any precedential effect on the processing of future Grievances.

Step 1. The aggrieved employee ("Grievant") will informally discuss the Grievance with the employee's immediate supervisor in an attempt to resolve the matter. At the request

of the employee, a 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 Grievant, through the use of reasonable diligence, had or should have had, knowledge of the occurrence(s) giving rise to the Grievance.

Step 2. If the Grievance remains unsettled, it shall be reduced to writing and submitted to the Sr. Director of Human Resources for processing to Step 2 within fourteen (14) calendar days after the supervisor orally responds to the Grievant, but in any event no later than thirty-five (35) calendar days from the date the employee, through the use of reasonable diligence, had or should have had, knowledge of the occurrence(s) giving rise to the Grievance. The written Grievance shall state specifically the provision(s) of the Agreement allegedly violated, the date of the occurrence, the facts upon which the Grievance is based, the date upon which the Step 1 meeting occurred and the supervisor with whom it occurred (unless there has been a written mutual agreement by the parties to skip Step 1), and the specific relief requested.

Within seven (7) calendar days of receipt of the Step 2 Grievance, the Employer shall contact the Union to arrange a meeting to be held at a mutually agreeable time, to discuss the Grievance, but no later than thirty (30) days after receipt of the Step 2 Grievance. The meeting must include a Union Representative and a Human Resources representative. The Employer shall submit a written reply to a Union Representative who attended the Step 2 meeting and the Grievant 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 outlined in Step 2.

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) days, the neutral arbitrator shall be selected from a list of seven (7) 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 borne by the losing party.

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.

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) days.

Section 4. Processing of Grievances. All preparation and investigation of Grievances shall occur when the Grievant and Union Steward are on non-working time, consistent with Article 14 of this Agreement. If a Step 1 or Step 2 meeting is held during working hours, the Grievant may attend these Grievance meetings without loss of pay. At the Step 1 meeting the Union Steward may attend without loss of pay if the meeting is held during working hours, his or her supervisor authorizes the Union Steward's absence from working, and the absence of the Union Steward does not adversely affect the operations of the Union Steward's work location. If the Union Steward is denied time to attend the Grievance meeting, the Grievance meeting shall, at the Union's option, be rescheduled at a time the Union Steward is able to attend, or the Grievance shall be submitted to Step 2 of the Grievance procedure. At Step 2, the Employer shall pay the Union Steward for the time actually spent at the Grievance meeting if it occurs during their regularly scheduled shift. Information requests related to Grievances must be made in accordance with Article 5 of this Agreement.

Section 5. Exclusive Procedure. The procedure described in this Article shall be the sole and exclusive means of resolving Grievances submitted by or on behalf of employees in the Bargaining Unit.

ARTICLE 27 - WAGES

Section 1. Rates of Pay.

All Bargaining Unit positions will be organized into five separate pay grades as reflected in Appendix A to this Agreement. All pay increases shall be effective annually for the last pay period that begins in March.

For the first year of this Agreement, the table in Section 2 of this Article reflects a 4.75% increase in wage rates for all Bargaining Unit employees; *provided that*: i) two positions have been created out of what was previously the clinic coordinator position, as reflected in Appendix A; ii) the milestones have been moved down, which will result in employees reaching milestones earlier in their UMP careers and some receiving higher percentage increases when this revised Article 27 takes effect; and iii) minimum starting rates have been raised by a higher percentage than the rest. For the second year of this Agreement, the table in Section 2 of this Article reflects a 3.75% increase in wage rates for all Bargaining Unit employees. For the third year of this Agreement, the table in Section 2 of this Article reflects a 3.75% increase in wage rates for all Bargaining Unit employees.

Section 2. Wage Increments.

- A. The Minimum wage rates will be applied to entry level Bargaining Unit employees. The 7 and 15 year Milestone/Maximum wage rates will be applied annually to

Bargaining Unit employees who have worked for UMP for 7 or 15 years, respectively, or that have equivalent experience as determined by UMP in its sole discretion.

B. **Year One Pay Increases.** The Pay Scale for Year One is shown in this table:

Pay Scale – Year 1

Year 1- 4.75% Increase & 7 & 15 Year Milestone; Raised Minimums			
	Min	7 Year Milestone	15 Year Milestone / Max
Union Grade 1	\$17.25	\$21.09	\$23.80
Union Grade 2	\$18.50	\$22.62	\$25.52
Union Grade 3	\$18.75	\$22.68	\$25.58
Union Grade 4	\$20.00	\$24.42	\$27.56
Union Grade 5	\$21.50	\$26.22	\$29.58

C. **Year One – Upcoming Milestone increases from March 2022 through March 2023.** Employees will receive their applicable milestone increase, based on their UMP hire date, for any milestone they are expected to reach between the upcoming dates from the first day of the last payroll period in March 2022, to the last day of the first payroll period in March 2023. They will be recognized for this pay increase as if they had already reached the required UMP years of service to that point. The pay increase will be effective on the first day of the last UMP pay period in March 2022, using the new milestone rate for Year One.

D. **Year Two Pay Increases.** The Pay Scale for Year Two is shown in this table:

Pay Scale – Year Two

Year 2 - 3.75% Increase			
	Min	7 Year Milestone	15 Year Milestone/Max
Union Grade 1	\$17.90	\$21.88	\$24.69
Union Grade 2	\$19.19	\$23.46	\$26.47
Union Grade 3	\$19.45	\$23.53	\$26.54
Union Grade 4	\$20.75	\$25.33	\$28.59
Union Grade 5	\$22.31	\$27.20	\$30.69

E. **Year Two – Upcoming Milestone increases from March 2023 to March 2024.** Employees will receive their applicable milestone increase, based on their UMP hire date, for any milestone they are expected to reach between the upcoming dates from the first day of the last payroll period in March 2023, to the last day of the first payroll period in March 2024. They will be fully recognized for this pay increase as if they had already reached the required UMP years of service to that point even though they have not. The pay increase will be effective on the first day of the last UMP pay period in March 2023, using the new milestone rate for Year Two.

F. **Year Three Pay Increases.** The Pay Scale for Year Three is shown in this table:

Pay Scales – Year Three

Year 3 - 3.75% Increase			
	Min	7 Year Milestone	15 Year Milestone/Max
Union Grade 1	\$18.57	\$22.70	\$25.62
Union Grade 2	\$19.91	\$24.34	\$27.47
Union Grade 3	\$20.18	\$24.41	\$27.53
Union Grade 4	\$21.27	\$26.28	\$29.67
Union Grade 5	\$23.14	\$28.22	\$31.84

G. **Year Three – Upcoming Milestone increases from March 2024, through March 2025.** Employees will receive their applicable milestone increase, based on their UMP hire date, for any milestone they are expected to reach between the upcoming dates from the first day of the last payroll period in March 2024, to the last day of the first payroll period in March 2025. They will be fully recognized for this pay increase as if they had already reached the required UMP years of service to that point even though they have not. The pay increase will be effective on the first day of the last UMP pay period in March 2024, using the new milestone rate detailed in Year Three.

Section 3. Wage Rate in New Position. An employee who moves into to a higher grade level position shall receive a two and one half percent (2.5%) pay increase or the minimum rate of pay of the new position, whichever is greater. An employee transferring to a classification with the same pay range shall maintain the same rate of pay; *provided, however,* that when a Grade 4 Clinic Check-in Coordinator is promoted from that position to a Senior Clinic Coordinator

position (which is also Grade 4) the employee shall receive a two and one half percent (2.5%) pay increase.

Section 4. 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 5. Rates Above Minimum Permitted. A higher rate than the minimum pay set forth in the scales above may be paid if the Employer so desires.

Section 6. 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 fifty cents (\$.50) 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 preceptor classification:

- A. employees shall be selected for and placed into the preceptor classification by the Employer;
- B. employees placed into the preceptor classification may be required to complete a certified preceptor training program prior to placement into the preceptor classification; and
- C. employees placed into the preceptor classification will provide summaries of their precepting shifts to management.

Employees who are required by their supervisor to perform the duties of a preceptor for at least fifty percent (50%) of their shift, even though they are not designated for or placed into the preceptor classification, will receive the additional preceptor rate of pay for the time spent performing the preceptor duties.

Employees who perform the duties of a preceptor for at least fifty percent (50%) of their shift, even though they are not designated for or placed into the preceptor classification, will receive the additional preceptor rate of pay for the time spent performing the preceptor duties.

To receive such preceptor premium, an Employee who has performed the duties of a preceptor for at least fifty percent (50%) of their shift, whether or not they have been designated for such precepting work, will send an email to their supervisor's work email address affirming that they have performed the preceptor assignment for the time required to qualify for the premium, and shall include the following required information: date(s) on which the precepting occurred; total daily hours worked on each such date; total hours spent in precepting work on each such date. The supervisor shall reply to the employee indicating receipt. If such email with the required affirmation and information is submitted to the supervisor not later than the last Thursday of the pay period then the preceptor premium shall be paid on the payroll check for the pay period within which the email notice is submitted. If the email is submitted later in the pay period, then the preceptor premium shall be paid on the employee's check for the following payroll period.

Requests for preceptor pay containing the above documentation, satisfying the eligibility requirements, and completed within the timelines specified shall not be unreasonably denied.

Section 7. Shift Differential. Employees shall be paid an additional one dollar and ten cents (\$1.10) per hour as a shift differential for hours worked on evenings, which shall be defined as 3:00 p.m. or later. The Employer may not change the scheduled starting or ending times of an employee's shift solely as a means to avoid paying shift differential. Differential pay will only be provided for actual evening hours worked.

The Employer may not change the scheduled starting or ending times of an employee's shift solely as a means to avoid paying shift differential.

Section 8. Weekend Differential. Employees shall be paid an additional one dollar and fifty cents (\$1.50) per hour as a shift differential for hours worked on weekends, which shall be defined as 3:00 p.m. on Friday through 6:00 a.m. on Monday. Differential pay will only be provided for actual weekend hours worked.

Section 9. Work Out of Classification. When an employee is required to perform a majority of duties of a classification which has a higher wage rate for at least four (4) consecutive hours, he/she shall be compensated at the rate for the higher paid classification for that period.

Section 10. Mileage Reimbursement. An employee who uses his/her automobile as part of the job duties shall be reimbursed for miles driven for the Employer at the IRS established mileage reimbursement rate.

Section 11. Payroll Error. An Employer payroll error amounting to fifty dollars (\$50.00) or more in gross pay shall be corrected within three (3) working days (Monday through Friday) from the time the employee requests a correction.

ARTICLE 28 - EMPLOYEE BENEFITS

Section 1. Health Insurance. Employees covered by this Agreement shall be eligible for and offered health insurance coverage provided by the Employer on the same terms as non-Bargaining Unit employees, consistent with the terms of the applicable health insurance plans.

Section 2. Dental Insurance. Employees covered by this Agreement shall be eligible for and offered dental insurance coverage provided by the Employer on the same terms as non-Bargaining Unit employees, consistent with the terms of the applicable dental insurance plans.

Section 3. Disability Insurance. Employees covered by this Agreement shall be eligible for and offered disability insurance coverage provided by the Employer on the same terms as non-Bargaining Unit employees, consistent with the terms of the applicable disability insurance plans.

Section 4. Life Insurance. Employees covered by this Agreement shall be eligible for and offered life insurance coverage provided by the Employer on the same terms as non-Bargaining Unit employees, consistent with the terms of the applicable life insurance plans.

Section 5. Retirement Plan. Employees covered by this Agreement shall be eligible for and offered participation in the Employer's 401(k) retirement plan on the same terms as provided by the Employer to non-Bargaining Unit employees, consistent with the terms of the applicable retirement plan. Currently the Employer provides an 8% Employer contribution to employees' 401(k) accounts. The Employer shall notify the Union 30 days in advance of any modifications to the Employer contribution amount and shall, at the Union's request, meet and confer with the Union regarding such modifications.

Section 6. Tuition Reimbursement. Employees covered by this Agreement shall be eligible for and offered tuition reimbursement provided by the Employer to non-Bargaining Unit employees, consistent with the terms of the Employer's Tuition Reimbursement policy and applicable law.

Section 7. Flexible Spending Accounts. Employees covered by this Agreement shall be eligible for and offered participation in any flexible spending accounts on the same terms as provided by the Employer to non-Bargaining Unit employees, consistent with the terms of the applicable flexible spending accounts.

Section 8. Transportation Plan. Employees covered by this Agreement shall be eligible for and offered participation in the transportation plan on the same terms as provided by the Employer to non-Bargaining Unit employees, consistent with the terms of the applicable transportation plan.

Section 9. Benefit 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 reasonably in advance of any open enrollment deadline. The Employer will also meet with employees upon request to explain available options. The parties will meet and confer not less than 45 days prior to open enrollment to disclose and discuss any changes to plan design of the health insurance benefit. If the Employer is unable to meet and confer regarding changes to the health insurance plans 45 days prior to the changes, employer representatives will meet and confer with the Union as soon as possible. The Employer may decide, in its discretion, to offer additional benefits beyond those described above, provided that such benefits are offered on equal terms to all Bargaining Unit employees.

Section 10. Uniforms. During the term of this Agreement, the Employer and the Union agree to form a joint task force to study University of Minnesota Physicians' uniform options and to work toward an agreement regarding uniform options and the uniform allowance.

ARTICLE 29 - MANAGEMENT RIGHTS

The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. All rights and authority which the Employer has not officially abridged, delegated or modified by the express terms and provisions of this Agreement are retained by the Employer. This Article shall not be used to avoid any of the provisions of this Agreement.

ARTICLE 30 - 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 31 - 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 32 - 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 33 - TERM OF AGREEMENT

This Agreement shall be in effect from the Effective Date up to and including January 31, 2025 and from year to year thereafter, unless either party notifies the other in writing at least ninety (90) days prior to the expiration date of its intention to change, modify or terminate this Agreement.

FOR THE UNION



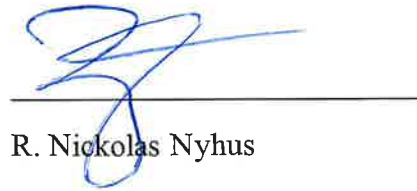
Ryan Hanson



FOR THE EMPLOYER



Judy Paul



R. Nickolas Nyhus



Rachael Berg

Appendix A

Position Grade Assignments

The following positions are assigned into Union Pay Grade 1:

- Receptionist
- Switch Board Operator
- HIMS Clerk
- File Film Clerk
- *Nursing Assistant

The following positions are assigned into Union Pay Grade 2:

- Nursing Station Technician
- *Administrative Coordinator I
- *Clinic Scheduler
- *Department Secretary
- *Intake Rep – Call Center

The following positions are assigned into Union Pay Grade 3:

- *Clinic Appointment Coordinator
- *Patient Rep – Clinic

The following positions are assigned into Union Pay Grade 4:

- Clinic Check-in Coordinator
- Senior Clinic Coordinator
- Senior Patient Rep
- Administrative Secretary
- Senior Intake Rep – Call Center
- Lab Assistant
- *Administrative Coordinator II

The following positions are assigned into Union Pay Grade 5:

- Lead Clinic Coordinator
- *Lead Intake Rep – Call Ctr

*Designates the job title that UMP used to set the pay grade for that group.

MEMORANDUM OF UNDERSTANDING: WORK ASSIGNMENTS

**Memorandum of Understanding
on
Delegation of Work Assignment Concerns to LMC**

UNIVERSITY OF MINNESOTA PHYSICIANS

AND

AFSCME COUNCIL 5, LOCAL 1164, AFL-CIO

This Memorandum of Understanding on Delegation of Work Assignment Concerns to LMC (“MOU”) is made as of February 2, 2022, between AFSCME Council 5, Local 1164, AFL-CIO (the “Union”) and University of Minnesota Physicians (“UMP”). This MOU is the result of discussions at the bargaining table in 2022 relating to work assignments. The parties to this MOU are UMP and the Union, collectively referred to as the “Parties” and individually each as a “Party.”

WHEREAS, The parties have agreed that rather than conducting permissive negotiations for contract provisions on the subject of work assignments, they will delegate this to their Labor Management Committee for discussions. In these discussions the parties will seek mutual understandings and attempt to identify potential ways to mitigate the concerns and issues around work assignments that have been expressed on this subject at the bargaining table; and

NOW, THEREFORE, the Parties hereby express in this MOU their mutual and shared understanding on the subject of work assignments, as follows:

- I. **Work Assignments.** The parties acknowledge and agree that the Employer has the right to assign work, i.e., the tasks, duties, and work areas to which Employees are assigned for any part of a work shift, to Bargaining Unit Employees in its discretion and to modify such work assignments from time to time to meet patient needs and for other operational or management reasons. The Employer recognizes the Union’s expressed interest in limiting such changes to the extent Bargaining Unit Employees find they create various kinds of hardship, including difficulties in Bargaining Unit Employees’ ability to complete other work tasks for which they may have responsibility. Despite recognizing the Union’s interest in limiting these changes, the Employer has not been able to identify any reasonable contractual approach that meets both the Union’s interest in limitation and the Parties’ shared interests in meeting fluid patient needs and other operational and managerial considerations.

II. **Commitment to Labor Management Committee.** The Parties therefore agree that beginning with its first meeting following execution of this Agreement in 2022 their Labor Management Committee shall actively engage in consideration of ideas for potential non-contractual means that might be used to relieve difficulties that Employees experience with work assignment changes while at the same time continuing to respect the Employer's need and right to exercise such changes in its discretion.

III. **LMC is Not Engaged Bargaining.** The Parties acknowledge the LMC is not a bargaining apparatus and that the discussions delegated to LMC by this MOU do not constitute collective bargaining. Accordingly if such discussions are no longer fruitful the Parties may by mutual agreement end the discussions. The Parties acknowledge, further, that nothing in this MOU or in the Parties' participation in LMC modifies or negates their CBA in any way.

Date: 2/2/2022

FOR THE UNION


Ryan Hanson

Date: 2/2/2022

FOR THE EMPLOYER


Judy Paul

48200760v2