

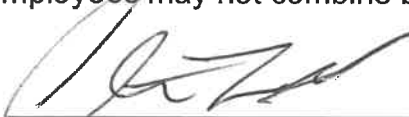

**Duluth Health Services dba
Franciscan Health Center And
United Food and Commercial Workers Union – Local 1189
Letter of Understanding**

During the negotiations for the 2024-2027 Collective Bargaining Agreement the parties agreed to grandfather in Flexible Scheduling, there is currently one employee with that designation. Once that employee is no longer in a Flexible Scheduling position this LOU will sunset.

Flexible Scheduling: Management and an individual employee may agree upon work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this section shall be subject to the following conditions:

- a. Management shall retain written documentation that an employee has agreed to a flexible work schedule and of the type of flexible schedule to which the employee has agreed. The employee shall be provided with a copy of this documentation.
- b. All employees scheduled for a 12-hour shift will be paid overtime when their total hours worked exceed 40 hours versus 8/80 overtime rules.
- c. Staff working 12-hour shift will be paid holiday pay at 1½ times their regular rate of pay for the 12 hours worked that falls within the timeframes in Section 4.2.
- d. Staff taking PLT for a 12-hour shift will be required to use 12 hours of PLT for the vacation shift.

Employees scheduled for a 12-hour shift will be expected to take a 30-minute meal break. The meal break will be unpaid and will automatically be deducted from the employees' total hours worked per shift. Employees scheduled for a 12-hour shift will be allowed to take three 15-minute breaks, which are paid for as time worked. Employees may not combine break times.


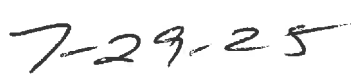


	7-29-25	
Employer	Date	
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	29 July 25	
Union	Date	

**Duluth Health Services dba
Franciscan Health Center And
United Food and Commercial Workers Union – Local 1189
Letter of Understanding**

During the negotiations for the 2024-2027 Collective Bargaining Agreement the parties agreed to grandfather in employees that currently qualify for the following:

All full-time employees as defined in Article 2 (those regularly scheduled to work 75 hours in a two-week period or those grand-fathered under the 9-1-99 through 6-30-00 contract) shall receive a one-hundred sixty dollar (\$160.00) annual bonus to be paid on the pay period immediately following each full-time employee's anniversary date of hire.

This LOU will sunset when there are no longer qualifying employees.

	
Employer	Date
	
Union	Date