

**Collective Bargaining Agreement
covering Radiology Technologists**

between

Abbott Northwestern Hospital

and

SEIU Healthcare Minnesota

2017 – 2020

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into effective on the First day of July, 2017, by and between the undersigned Abbott Northwestern Hospital, part of Allina Health, hereinafter referred to as “Allina Health,” “Allina”, “Abbott Northwestern”, the “Employer”, or the “Hospital”, and its/their successors, and SEIU Healthcare Minnesota, hereinafter referred to as “SEIU” or the “Union,” and its successors.

DEFINITIONS

- A. Full-Time Employees/Technologists: Full-time Employees/Technologists are regularly scheduled to work 80 hours per pay period.
- B. Part-Time Employees/Technologists: Part-time Employees/Technologists are regularly scheduled to work less than 80 hours per pay period.
- C. Casual Employees/Technologists: Casual Employees/Technologists are not regularly scheduled to work (0.0 FTE).
- D. Benefit Eligible Employees/Technologists: Benefit Eligible Employees/Technologists are regularly scheduled employees with a designated FTE of 0.5 or higher.

ARTICLE 1 RECOGNITION

The Union shall be the sole representative of all radiology technologists (“employees” or “technologists”) within the bargaining units certified by the National Labor Relations Board, or as previously agreed by the parties, at the Hospital as follows:

Abbott Northwestern Hospital: Radiology Technologists described in Appendix A.

- (A) **New Classification or Title:** In the event that a new or different classification or title is established at the hospital that is not within the bargaining unit certified by the National Labor Relations Board, or as previously agreed by the parties, at that hospital, the issue shall be referred to the National Labor Relations Board. The Board shall determine whether the new or different classification is to be included in the bargaining unit by applying the standards established by the National Labor Relations Board.
- (B) **Classification or Title Change:** No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No classification or title shall be changed or created, and no employee transferred or promoted, either to positions covered by this Agreement or outside it, except upon at least ten (10) days written notice to the Union prior to the effective date of the same; the notice shall specify in detail the proposed change, establishment, transfer or promotion. The Union shall receive updated job descriptions whenever substantial changes occur in any of the classifications represented by the Union. Prior to implementing any substantial changes in the overall job

duties of the employees the union will be notified and given an opportunity to discuss changes with the Employer.

- (C) **No Discrimination:** There shall be no discrimination by the Union or the Employer against any employee because of membership or non-membership in the Union or because of the assertion of rights afforded by this Agreement.
- (D) **No Contradictory Rule:** The Employer agrees not to enter into any agreement or contract with its employees who are in classifications covered by this Agreement, either individually or collectively, which conflicts with any of the provisions of this Agreement. No statement or rule shall be made or established by the Employer or the Union that conflicts with or contradicts any of the provisions of this Agreement.
- (E) **Validation of Certification:** For all technologists, the following will apply:
 - (1) The technologist will be responsible for providing the Hospital with the original ARRT registration card annually, prior to the expiration date. The Hospital will keep a copy of the technologist's current ARRT registration card on file.
 - (2) A loss of scheduled hours without pay will result if the technologist fails to produce ARRT registration by the expiration date.
 - (3) If the technologist fails to produce ARRT registration after 21 calendar days of its expiration date, then the technologist's employment with the Hospital will be terminated.

ARTICLE 2 UNION SECURITY

The Union shall be the sole representative for those employees who work in job classifications covered by this Agreement.

After completion of the introductory period of sixty (60) calendar days of employment, the Collective Bargaining Agreement provides the Employee with the following two (2) choices:

1. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying monthly dues.
2. Employees may choose not to become a Union member and pay monthly fees (an amount not to exceed monthly Union dues.)

At the time of employment, a new employee who shall be subject to this Agreement shall be informed of this by the Employer and the Union.

It is the Employee's responsibility and a condition of employment to ensure that payments to the Union are made on a timely basis. The Collective Bargaining Agreement provides that Employees

may voluntarily elect to have Union dues and fees deducted from their checks and sent to the Union.

Good Standing: All Employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life of this Agreement, remain members of the Union in good standing as a condition of employment. “In good standing,” for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee and standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Employees covered by this Agreement who elect not to become Union members shall pay to the Union a monthly service fee not to exceed the standard monthly dues paid by Union members.

Payments required by this section shall be made only after an Employee has completed sixty (60) calendar days of employment. Union Members’ initiation fees and monthly dues required by Item 1 (above) shall be due and payable upon the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter and subsequent monthly dues shall be paid by the 10th of day of each month. Non-Members’ fees required by Item 2 (above) are due and payable upon the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter and subsequent monthly fees shall be paid by the 10th of day of each month.

Any Union member or Employee electing to pay the monthly dues or monthly fees who is delinquent in making the payments required herein for more than thirty (30) calendar days shall be terminated by the Employer without any notice to the delinquent Employee. Termination shall occur within three (3) calendar days after receipt of written notice from the Union to the Employer of such delinquency.

The Union shall hold the Hospital harmless from any claims of an employee so terminated.

The Union will also send copies to the Hospital of the various warnings sent to the members pursuant to its present practices so that the Hospital may take steps designed to keep the employees in good standing.

(A) **Dues/Fees Deductions:** The Hospital agrees to deduct Union dues, or comparable enrollment and service fees for employees electing not to become Union members, from the wages of employees who voluntarily provide the Hospital with a written authorization to make such deductions. The written authorization shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from the wages of employees in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Union will hold the Hospital harmless from any dispute with an employee concerning deductions made.

Employees may express authorization by submitting a written application, through electronically recorded voice authorization, by submitting an online deduction authorization, or by any other means indicating agreement allowed under state and federal law. The employer shall implement and adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, timing and procedure for revocation, window periods, and amount of dues deducted agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union.

In the event that no wages are due the employee or that they are insufficient to cover the required deduction, the deduction for such month will nevertheless be made from the first wages of adequate amount next due the employee, with the Union notifying the Employer and will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Hospital shall furnish the Union with a list of the employees for whom deductions were made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union. The Hospital will work with the Union in order to process dues and reporting of hours electronically.

(B) **Employee Lists:** Each pay period, the Employer will send to the Union, in a sortable electronic format (e.g., Excel), a list with the following information:

1. New Hires: name, hire date, address, phone number, personal email addresses (to the extent maintained for HR purposes), classification, rate of pay, social security number, and number of hours worked per pay period.
2. Transferred Employees: (this applies to employees transferring within the bargaining unit or transferring into or out of a bargaining unit position) name, social security number, date of job transfer, position the employee is transferring from and into, new hire information for those employees new to the bargaining unit.
3. Terminated Employees: (from the bargaining unit) name, termination date, classification, and social security number.
4. Employees on Leave of Absence: name, date leave begins, date of return, and social security number.
5. Changes: name changes, address changes, phone number changes, personal email addresses (to the extent maintained for HR purposes) changes, changes in hours per pay period, change in classification, rate of pay, any other changes affecting union membership or dues, and social security number.
6. Hourly Reports: monthly lists of all employees in the bargaining unit with actual hours worked by pay period, along with name, social security number, and period the hours cover.

7. Seniority List: one list of all employees in the bargaining unit by seniority with compensated hours and one list alphabetically to be sent two times per year – January and July.
- (C) SEIU may be moving to a percentage dues system, which is based on each member’s gross pay under the Collective Bargaining Agreement. There will continue to be minimum and maximum monthly dues. In an effort to make the transition as smooth as possible, the Union is requesting the following data in addition to the member information provided above:
1. Each Pay Period: name, social security number, gross pay per pay period, and dues deduction amount.
 2. Annually: name, social security number, hire date, classification, wage rate, gross annual wages, and total annual dues deducted.
- (D) **Yearly Updates:** Upon written notice by the Union, the Employer will provide yearly wage updates for each employee in the bargaining units and any additional information reasonably requested by the Union for purposes of administering the union security provisions in this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the management of the Hospital, including but not limited to, the right to hire, lay off, promote, demote, transfer, discharge or discipline for just cause, require observance of reasonable Hospital rules and regulations, direct the working forces and to determine the materials, means and the type of service provided, shall be deemed the sole and exclusive functions of management.

ARTICLE 4 UNION STEWARDS

The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, Union Stewards to handle such Union business, during their routine at the Hospital where they are employed, as may from time-to-time be delegated to them by the Union in connection with this collective bargaining relationship. The work may be conducted only so long as it does not interfere with the work assignment of the Steward or other employees. As elected leaders, Union Stewards are responsible for the demonstration of and maintenance of a positive workplace. The names of such Union Stewards shall be furnished, in writing, to Allina Health Labor Relations and the Employer, and any changes in Union Stewards shall be reported to the Employer and Allina Health Labor Relations in writing.

- (A) **Union Orientation:** Two working days before each new employee orientation session occurs a designated Union Steward will be sent via email the most current list of SEIU bargaining unit employees scheduled to attend new employee orientation. At the time of

new employee orientation the Employer will provide the Union Stewards with the complete list of names of those employees attending that orientation. Up to two (2) Union Stewards will attend new employee orientation to speak to new SEIU-represented employees for up to one hour, the actual time slot to be determined by the orientation schedule. Additional time may be agreed upon from time to time if mutually agreed between Human Resources and the Union Stewards.

- (B) **Paid Steward Time:** The Hospital will provide paid steward time in the amount of 0.2 FTE/Pay Period per 100 members. Hospitals with fewer than 100 members will be provided at 0.2 FTE/Pay Period. Employees on paid steward time will receive benefit credit for all time spent in a paid steward time capacity, including seniority hours in their classification, PTO accrual and pension credit.

Paid steward time may be used for scheduled Steward days, new employee orientation, 90-day review meetings, on the job steward training, Steward-related activities (e.g., investigations, grievances), and other labor-management activities. Monthly Steward meetings will not be counted against paid steward time unless the steward needs to be replaced in his/her department to attend the meeting.

The internal organizer and a representative from the Hospital's Human Resources Department will review use of the paid steward time on a quarterly basis, and will jointly develop an action plan should the paid steward time exceed the budgeted amount.

The Union will provide the Hospital with a calendar identifying the assigned steward of the day (or week or other period) schedule one month prior to the start of the schedule. Once this schedule is provided, it may not be changed without mutual consent.

- (C) **Steward Office:** Allina will provide an autonomous, furnished Union Steward office at each Hospital including the following:

- A desk and chair
- A computer with Allina Knowledge Network and internet access and a printer
- A work table with four (4) chairs
- A bookcase
- A phone line with voicemail
- A file cabinet
- Access to Message Manager

- (D) **Union Steward Training:** Allina will agree to make reasonable efforts to release Union Stewards for up to two days per calendar year for union-sponsored training. For the first of the two days, the Hospital will provide benefit/no-pay credit. For purposes of this Section, benefit/no-pay credit will not count as an hour worked for purposes of computing overtime.

The union will select the date or dates to release the stewards for the training, provided that the union gives at least 120 days' advance notice to the Hospital, the date(s) do not fall on weekends or holidays, and if the union selects two dates they must be consecutive days.

- (E) **Union Steward Meetings:** The Hospital will make reasonable efforts to release Union Stewards for monthly Union Steward meetings. Union Stewards who are not scheduled to work will not receive pay and will not receive credit for benefit/no pay. These meetings will be included in the Steward calendar (see Section B). All Union Stewards will notify their direct supervisors of these meetings as far in advance as possible to facilitate coverage.
- (F) **Union Access:** Union Representatives and Stewards shall have access at all reasonable times to bulletin boards and to other non-patient, non-public areas to be designated by the Hospital to discharge their duties as representatives of the Union.
 - (1) **Tables:** Following proper Hospital procedures and table reservation guidelines, the Union may, not more than one day per month, reserve a table in public corridors for the purposes of distributing information, answering Union-related questions, and to discharge the duties as representative of the Union. Additional days may be agreed upon from time to time as mutually agreed to between the Hospital and the Union. When using a table in a public area, the Union and its representatives will not cause disruption to the regular flow of business and traffic in the area. The Union will also not engage employees on work time. Nothing that is derogatory to the Employer will be distributed and the Union representatives will work to ensure a respectful atmosphere surrounds the table activities.
 - (2) **Bulletin Boards:** Bulletin boards in the Hospital shall be made available to the Union on each station/work area in a break room or other non-public area for the purpose of posting business notices only. Union officials shall clear all bulletin board notices through the personnel office before they are posted on the bulletin board. The internal organizer for the Union or the employee designate shall have access at all reasonable times to such bulletin boards and to such other non-patient nonpublic areas to be designated by the Hospital to discharge the employee's duties as representative of the Union.
- (G) **Union Negotiating Committee:** At the request of either party prior to commencement of the negotiations for a successor agreement, the parties will meet to jointly discuss the process for bargaining and any compensation (including benefit/no-pay credit) to be paid to employee-participants.

ARTICLE 5 PROBATIONARY PERIOD

The first 90 calendar days of employment will be a probationary period, during which time an employee may be discharged at any time with or without cause. The Hospital may extend the

probationary period for an additional 30 days and, in that event, will give the Union written notice of the extension.

ARTICLE 6 CORRECTIVE ACTION AND DISCHARGE

- (A) **Just Cause:** The Employer shall not initiate corrective action, discharge or suspend an employee without just cause. Employees who are under the influence of drugs and/or alcohol, bring drugs or alcohol on the premises, are dishonest or violate rules directly affecting patient comfort or safety shall be considered to have engaged in acts that are grounds for discharge.
- (B) **Notice of Corrective Action and Discharge:** A copy of any corrective action shall be given to the employee with a copy provided to the Union. Employees shall be notified of their right to have a Union steward present during a corrective action meeting. Request for Union representation shall be granted promptly so as not to delay corrective action or investigation. When an employee declines Union representation, a Steward Waiver Notice must be provided to the employee and signed by the employee. A copy will be provided to the Union.
- (C) **Suspension (Time Limits):** Disciplinary suspensions shall not exceed fourteen (14) working days.
- (D) **Corrective Action for Attendance:** In the event an employee's attendance becomes a concern, the employee and the manager will meet together to discuss the circumstances surrounding the employee's attendance prior to the start of the corrective action process, and after such discussion(s), they will develop an ongoing plan for improvement. Corrective action for attendance issues will be tracked separately from other corrective action.
- (E) The corrective action policy developed by the parties will apply to the bargaining unit.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE

(A) **General Provisions.**

Any claim of an employee arising out of the interpretation, application, or adherence to the terms or provisions of this Agreement or arising out of disciplinary and discharge actions taken by the Employer shall be subject to the Grievance and Arbitration Procedure.

On a case by case basis, the time limits outlined in this Article may be extended by written mutual agreement of the parties as entered into between a Union Steward or Union Representative and a Director of Human Resources (or designee) or Director/Vice-President of Allina Health Labor Relations (or designee).

Any decision to be made by the Employer that is not actually issued within the time limits set forth in this Article for Steps One or Two, will be deemed to have been issued as a denial of the grievance effective on the deadline date and will be subject to appeal accordingly.

Only the Union or the Employer shall have the right to take a grievance to arbitration.

(B) Grievance and Arbitration Procedure.

Pre-Grievance:

Except for matters regarding corrective action, the employee (with or without a Union Steward) will discuss the alleged grievance with his/her manager in an attempt to resolve the issue. The parties will jointly agree to a time frame for a response. This pre-grievance process will not extend the time limits for filing a grievance unless otherwise agreed pursuant to this Article.

Step 1 – Written Grievance:

If the grievance is not resolved at Pre-Grievance, it must be submitted by a Union Steward or Union Representative, in writing, to Human Resources, with a copy provided by Human Resources to Allina Health Labor Relations. A written grievance shall include the Article and Section of the contract allegedly violated, the desired remedy or correction, and be signed and dated by a Union Steward and/or Union Representative.

In no case shall there be any consideration given to a grievance unless such notice is put in writing and submitted within twenty (20) calendar days after the date of the occurrence giving rise to the grievance. A grievance relating to pay (wages, hours, vacations and days off, etc.) must be submitted in writing within thirty (30) calendar days after the payday for the period during which the grievance occurred. Failure to give such notice shall be a permanent waiver of the rights to pursue such grievance.

Within ten (10) calendar days from receipt of the grievance, representatives from the Employer and the Union and the grievant(s) will meet and attempt to resolve the grievance. Within seven (7) calendar days after the date of the meeting, the Employer will issue a decision on the grievance to the Union Steward and or Union Representative and the grievant attending the meeting. A copy will be provided by Human Resources to Allina Health Labor Relations.

Step 2 – Appeal Hearing:

If the grievance is not resolved at Step 1, it must be submitted for an appeal hearing, in writing, to Allina Health Labor Relations, by the Union Representative and/or the Union Steward. The appeal must be submitted to the Director/Vice-President of Allina Health Labor Relations within twenty (20) calendar days after receipt of the Step One decision. Within seven (7) calendar days from receipt of the appeal, representatives from the

Employer and Union will agree to a date to meet to resolve the grievance. Within fourteen (14) calendar days after the date of the meeting, the Employer will issue a decision in writing on the grievance to the Union Representative and/or Union Steward attending the meeting.

(C) Arbitration and Mediation Procedure.

In the event the grievance is not resolved, either the Union or the Employer shall have the right to appeal the grievance to Arbitration. All disputes referred to the Board shall be filed with the Director/Vice-President of Allina Health Labor Relations within thirty (30) calendar days after receipt of the Employer's written decision.

The time limits in this Section (C) may be extended by mutual agreement to enlist the services of the Federal Mediation and Conciliation Service (FMCS). Any settlement reached as a result of the FMCS process is not final and binding unless mutually agreed to by the parties.

The selection of the Arbitrator shall be made through a request to the Director of Federal Mediation and Conciliation Service for a panel of seven (7) neutral arbitrators. This list will be limited to Arbitrators with their primary office in Minnesota or Western Wisconsin. The parties shall select the Arbitrator by alternately deleting one name until six (6) names have been eliminated and the one person whose name remains shall be the elected Arbitrator; the parties shall flip a coin to determine who strikes first.

By mutual agreement of the parties, the following alternative process for arbitration may be used:

The matter shall be referred to a Board of Arbitration. This committee will consist of one (1) member selected by the Employer and one (1) member selected by the Union. In the event this arbitration committee cannot agree to a resolution of such dispute or grievance within five (5) working days after their first meeting the two (2) arbitrators shall select a third member, who shall serve as impartial chairperson. If said arbitrators are unable to agree upon the selection of an impartial chairperson within three (3) working days, then either arbitrator may request the Director of Federal Mediation and Conciliation Service to appoint a panel of seven (7) neutral arbitrators. The arbitrators shall alternately delete names and the last name shall be the impartial chairperson.

The decision or award by the Arbitrators or a majority of them shall be final and binding.

Neither the Arbitrator nor the Board of Arbitration shall have authority to add, subtract or modify the terms and provisions of this agreement. The Arbitrator and the Board of Arbitration shall be confined to the issues raised in the written grievance and it shall have no power to decide any other issues.

The decision or award by the Arbitrator or the Board of Arbitration shall be in writing and shall be final and binding. The expenses of the Arbitrator or the Board of Arbitration shall be shared by the Employer and the Union equally.

ARTICLE 8 CASUAL EMPLOYEES

(A) Work Commitment.

To maintain casual status, a technologist will work a minimum of two shifts per month (one of which must be a weekend, evening, or night shift (if available) and two holiday shifts per calendar year (if available)), unless such technologist requests and is granted a leave of absence. The technologist is responsible to contact the Hospital with his/her availability to work. If a casual technologist has not worked for 90 calendar days, the Hospital will send a certified letter to the casual technologist, informing them they will be terminated. This section will not apply if there were no available shifts open to the casual technologist.

When a schedule is created, the scheduler/leader will notify the casual employees of possible needs. At that time, the casual technologist must notify the Hospital of the casual employee's potential availability. Casual technologists will be awarded shifts in accordance with the Extra Hours Section.

(B) Competencies.

Like all employees, casual technologists are required to maintain competency to perform their jobs.

(1) Regulatory Competencies (Mandatory Annual Training).

Casual technologists will be expected to complete any required competencies in a timely manner. If the competencies are not timely completed the technologist will receive one written notice of the competencies overdue, the process to complete them, and the date they must be completed. Until the casual technologist completes the competencies, he or she will not be allowed to work. If the technologist fails to complete the competencies by the date due, the technologist will be terminated.

(2) Technical Competencies.

Each department will determine the technical competencies required to maintain skills on the job and develop a process to ensure that each casual technologist remains technically competent. Re-orientation to department processes may be necessary in areas where technical expertise, knowledge of equipment, products and use are essential to safe patient care. If a technologist does not remain technically competent, the technologist shall not be allowed to work until they are deemed competent and the department must assess the use of casuals in those areas.

(C) **Review of Status.**

The status of all casual technologists will be reviewed by the Hospital at the end of each quarter and if the work requirements are not met the employee may be terminated. When considering whether a casual technologist should be terminated, the Hospital will consider the following:

1. Has the casual technologist made himself or herself available?
2. Is there a department benefit to keep a casual position on the schedule?
3. Is the technologist meeting technical competencies?
4. Has the technologist satisfied their annual competency requirements?

(D) If a casual employee is committed to a shift and is cancelled by the Employer, the shift will count towards the minimum shift requirements.

**ARTICLE 9
LEAD EMPLOYEES**

The Hospital may designate at its discretion a lead technologist to act in that capacity. The decision as to whether a lead technologist will be utilized shall be made in the sole discretion of the Employer.

Areas may utilize a consistent lead technologist or may rotate through a designated list of qualified lead technologists selected by the Hospital.

The Hospital will develop a list of the lead responsibilities for each unit, area, or department. Besides these duties, lead technologists must participate in the regular work of their classification within the department.

A technologist will receive lead pay as provided in Section 20(B) if:

- a. The technologist is assigned or designated as lead by the supervisor or manager;
- or
- b. The technologist performs lead responsibilities at the direction of the supervisor or manager for a majority of the technologists shift.

ARTICLE 10
Reserved for future use.

**ARTICLE 11
UNIFORMS**

(A) **Uniforms:**

- (1) Wearing apparel furnished by the Hospital shall remain the property of the Hospital. If the Hospital furnished wearing apparel of any nature as of March 1, 1963, the Hospital shall continue to so furnish without cost to the employee.
- (2) Each employee who is required to change clothing on premises into hospital owned apparel has up to seven (7) minutes with pay after the start of the shift to change and report to his or her work area and may leave his or her work area seven (7) minutes with pay before the shift ends to change out of hospital owned apparel. When the employee records time by badging or clocking in on a time recording system, that employee is expected to record their time at the beginning of the shift before changing into hospital owned apparel and at the end of the shift that employee is expected to record their time after changing out of hospital owned apparel.
- (3) If the Hospital requires the employee to wear an identifying device of any nature, such device shall be furnished initially by the Hospital without cost to the employee. The responsibility for repair or replacement thereof shall be without cost to the employee.

(B) *Reserved for future use.*

(C) **Shoes.**

The Hospital agrees that bargaining unit employees will not be required to leave their shoes at work.

**ARTICLE 12
WORKING CONDITIONS**

(A) **Dining and Locker Facilities:** The Employer will provide either lockers or locked places for employees to put personal items and lunches during work hours.

[Note: If there are insufficient lockers or locked places available for each employee to have an individual locker or locked place, then employees will have priority for such lockers or locked placed before interns and students.]

(B) **Accidental Equipment Breakage:** Employees shall not be held liable for accidental breaking of equipment during the course of their duties. However, this shall not apply to an employee who breaks equipment due to carelessness or negligence.

**ARTICLE 13
RELIEF PERIODS**

- (A) **Relief Periods:** All employees shall be allowed, without reduction in pay, fifteen (15) minutes relief in each four (4) hour period. The fifteen (15) minute rest period shall be included in the regular workday.
- (B) **Meal Periods:** All employees shall be allowed, without pay, a one-half (1/2) hour meal period to be taken within a work shift of six (6) hours or more. Employees who because of their duties, are unable to take this 1/2 hour meal period, must have approval from their manager/supervisor and shall be compensated for the time or provided compensatory time off with pay at the end of the shift.

**ARTICLE 14
HOURS OF WORK AND OVERTIME**

- (A) **Hours of Work and Overtime:** A standard pay period consists of fourteen (14) consecutive days. Pay periods are defined by Allina and occur every two weeks (the scheduled differs from site-to-site).
 - (1) For employees who are regularly scheduled for 8-hour shifts:

HOURS WORKED	RATE OF PAY
Up to 8 hours per day	Regular rate of pay
Greater than 8 hours and up to 12 hours per day	One and one-half (1 1/2) times the regular rate of pay
Over 80 hours in a pay period	One and one-half (1 1/2) times the regular rate of pay
Over 12 consecutive hours in a day	Two (2) times the regular rate of pay

Overtime payments will not be duplicated for hours worked in excess of eight in a regular workday and in excess of 80 in a two-week work period.

- (2) For employees who are regularly scheduled to work shifts greater than 8 hours or a combination of 8-hour and greater than 8-hour shifts:

HOURS WORKED	RATE OF PAY
Up to 12 hours per day	Regular rate of pay
Greater than scheduled shift but less than 12 hours	One and one-half (1 1/2) times the regular rate of pay
Over 40 hours in a week	One and one-half (1 1/2) times the regular rate of pay
Over 12 consecutive hours in a day	Two (2) times the regular rate of pay

Overtime payments will not be duplicated for hours worked in excess of the employee's scheduled shift and in excess of 40 in a workweek.

The Hospital may establish scheduling plans that provide for work schedules of 10 or 12 hour shifts, consistent with the following:

- (a) Employees who, as of the effective date of this Agreement, are scheduled to work only 8-hour shifts, will not involuntarily have their schedules changed to include shifts greater than 8-hours during the term of this Agreement. However, if such an employee voluntarily bids on a position that includes shifts greater than 8-hours, then the preceding sentence shall not apply to that employee. Additionally, such employees may be assigned shifts greater than 8 hours pursuant to Section 14(G)(2).
- (b) An employee in the 10 to 12 hour shift program may trade or switch with an employee who does not participate in the program, but that employee must agree in writing to receive overtime only for hours worked in excess of 40 hours in a week. An employee may not change his or her overtime rules more than once each calendar quarter.
- (c) Based on the operational needs of the department, holidays may be scheduled for eight hour shifts or 10 or 12 hour shifts. If the holiday is scheduled for eight hour shifts, the employees assigned to the 10 or 12 hour flexible work schedule may work 8 hours and take PTO or benefit-no-pay to make up the difference.
- (d) An employee may agree to work shifts in addition to those he or she is scheduled under the 10 or 12-hour shift position in accordance with the Section 14(G) of this Agreement.

PTO hours and frozen sick leave hours shall be considered hours of work for overtime purposes. Supplemental PTO used on a holiday is not considered hours of work.

Voluntary exchange of hours by the employee that would result in overtime must be pre-approved by the Hospital.

(B) **Scheduling.**

- (1) **Scheduling Pattern:** The scheduled workweek need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week, provided that not more than ten (10) days of work are scheduled in any two (2) consecutive workweeks.
- (2) **Posting of Schedules:** The hospital shall post work schedules at least fourteen (14) calendar days in advance of the workweek. Notice of changes to posted schedules will be given within a reasonable time and either in person or by telephone to the employee(s).
- (3) A Technologist working rotating shifts normally will not be scheduled to work the night shift preceding a weekend off.
- (4) Employees may not work more than 120 hours per pay period.
- (5) The general pattern of scheduling will be such that employees have at least two (2) Sundays off each calendar month, together with a day consecutive therewith. The Hospital may schedule the Sundays off that that the employee has either a Saturday-Sunday or Sunday-Monday combination. Where employees are not scheduled for consecutive days off in the alternate week, such employees shall have two weekends (Saturday and Sunday) off per calendar month.
- (6) An employee will not be scheduled to work for more than seven consecutive days or for more than ten days in a two-week pay period except as mutually agreed upon between the employee and the Hospital.
- (7) An employee will not be scheduled to work more than two different shifts (e.g., day, evening, or night) during any pay period except as mutually agreed upon between the employee and the Hospital.

(C) **Overtime Scheduling:** Employees shall not be required to take time off in lieu of overtime pay.

(D) **No Split Shifts:** There shall be no split shifts; however the Union agrees it will make exceptions in this respect on the basis of individual hospital negotiations.

- (E) **12 Hours Between Shifts:** Normally there will be at least 12 hours between assigned shifts, except for employees working 12-hour shifts on consecutive days (where the time will normally be 11 ½ hours).
- (F) **Seniority Preference:** In the establishment of workweek schedules, the Hospital shall give preference to employees in accordance with seniority as far as practicable and consistent with proper hospital management. The Union will be notified and given an opportunity to discuss new or changing workweek schedules with the Employer prior to implementation.

Employees who have 20 calendar years of employment in the bargaining unit may have the opportunity for no weekend shifts when that becomes possible, as determined at the discretion of the Hospital. The employee will submit a written request to his/her manager. If more than one 20-year employee on the same unit submits a written request the opportunity will be offered according to seniority.

(G) **Extra Hours:**

- (1) During the period from 7 to 14 days prior to the posting of the work schedule, the Hospital shall post a sign-up sheet whereby employees may indicate availability for specific extra shifts within their classification. The sign up sheet shall be re-posted with the work schedule. Extra shifts shall be granted on a seniority basis first to employees on a non-overtime basis (regularly scheduled employees first, then casual employees) and then to employees on an overtime basis (regularly scheduled first, then casual) who have signed the sign-up sheet for the shift. This process will apply to openings identified by the Hospital both prior to and after the posting of the schedule.

The process for filling extra hours as provided in this Subsection will be used before assigning overtime under Subsection 14(G)(2) or using temporary employees of outside employment agencies.

Extra hours shifts may be less than 8 hours in length, but no more than 12 hours.

- (2) Before assigning overtime, the Hospital will first attempt to fill the shift through volunteers via the sign-up sheet as described in Section 14(G)(1). If insufficient volunteers exist, overtime will be assigned, beginning in reverse seniority order, in a manner that will attempt, to the extent feasible, to equalize overtime assignments. The Hospital will give the technologist assigned to work overtime advance notice to the extent feasible.

(H) **Flexible Scheduling.**

(1) **Weekend-Only Positions.**

The Hospital has two employees (as of the effective date of this Agreement) who work a flexible scheduling position providing work schedules of only two 12-hour shifts every weekend. Those employees will continue to work in those positions unless an employee bids for an open position posted by the Hospital or unless the positions are eliminated in connection with changes to the schedule that would be sufficient to trigger a rebid.

In the event that a weekend-only employee vacates the position, the Hospital may, at its discretion, post another open weekend-only position. If the Hospital posts a weekend-only position, the posted position need not be in the same department or area as the vacated position.

During the term of this Agreement, the total number of weekend-only positions in the bargaining unit may not exceed three, unless otherwise agreed by the parties or as provided under Section 14(H)(2).

Employees working a weekend-only position will receive shift differentials and weekend premiums, if applicable, as provided in this Agreement.

An employee working a weekend-only position may work additional hours in accordance with Section 14(G) of this Agreement.

(2) **Other Non-Traditional Work Schedules.**

The parties may establish other non-traditional patterns of work schedules during the term of this collective bargaining agreement by mutual consent.

(I) **Give Away Shifts:** A Give Away shift occurs when an employee gives a shift to another employee and goes under his or her FTE for the pay period (i.e., PTO is not used for the day). Employees may give away shifts as follows:

1. An employee may give away two (2) shifts per year.
2. An employee must have a work agreement of 0.5 FTE or greater.
3. The give away shift shall not create overtime for the employee accepting to work the shift.
4. An employee accepting the shift must be qualified within the classification.
5. Employees may give shifts to casual employees with supervisor's approval.

6. Employees must find their own replacements.
- (J) *Reserved for future use.*
- (K) *Reserved for future use.*
- (L) **Doctor's Appointments:** With management approval, the employee will be able to adjust his/her schedule to accommodate a doctor's appointment. Employees will try to schedule their doctor appointments on their off time as much as possible.
- (M) *Reserved for future use.*
- (N) **Advance Notice – Four Hour Work Guarantee:** Employees required to report for work will be guaranteed at least four (4) hours work/pay. Any work over four (4) hours shall be paid for at the regular rate. The foregoing provision shall not apply to any employee who desires to, or prefers to, work less than four (4) hours.

ARTICLE 15 SENIORITY

(A) **Definition:**

Seniority will be determined by the employees' most recent date of hire into a bargaining unit position at the employee's current Allina Health facility (as of June 21, 2012), regardless of any changes in classification within the bargaining unit. In the case of a transfer within that facility to a bargaining unit position, the most recent date in which an employee transferred into a bargaining unit position (non-contract to contract) will be used. In the event of identical hire dates, the higher of the last digit of the employees' social security numbers will determine who is more senior. If the last digits are identical, then the last two digits will be used.

(B) Held for future use.

(C) **Seniority Transferability:**

Seniority is transferable across the system and within a Hospital. When an employee transfers from one classification to another within an SEIU-represented bargaining unit or transfers from an SEIU-represented bargaining unit at one Allina Health facility to an SEIU-represented bargaining unit at another, the employee shall bring his/her seniority to the new classification and/or facility.

(D) **Multi-Unit Employees:**

The seniority date for multi-unit employees who work in two job classifications represented by the Union will be the date of hire into the first bargaining unit position.

- (E) **Casual Employees:** Casual employees will be on a separate seniority list.
- (F) **Establishment of Seniority Lists:** There shall be no break in seniority during the period of a leave of absence.
- (G) On January 10, April 10, July 10, and October 10 of each year, seniority lists shall be revised, distributed to designated Union Stewards, and a copy furnished to the Union. Within fifteen (15) days after posting, employees may file, with the Hospital, written objections to such lists and a copy thereof shall be forwarded to the Union. Twenty (20) days after posting, such lists shall become permanent unless objection, in writing, is given to the Hospital by the Union. If an objection is timely submitted, the Hospital, Union, and employee shall meet to resolve the problem.

**ARTICLE 16
REDUCTIONS OTHER THAN LAYOFF**

In the event the Employer determines a need to reduce the number of employees scheduled on a particular unit and/or shift because of a change in staffing needs, the following procedures will be utilized:

(A) **Reduction of Shifts:**

- (1) Voluntary low need days will be requested from employees on the affected unit and/or shift in accordance with staffing patterns established for that unit and/or shift by the Employer. Voluntary low need days shall be granted in seniority order of those employees signing the request sheet. Departments will post a sign-up sheet after the schedule is posted where employees may indicate their availability for voluntary low need days.
- (2) If the needed reduction is not accomplished by Subsection (A)(1), employees' shifts will be cancelled in the following order:
 - a. Outside pools, temporary staff, or agency staff.
 - b. Overtime shifts.
 - c. Casual staff in reverse seniority order.
 - d. Regularly scheduled part-time staff working an identified extra shift that is not overtime in reverse seniority order. (If, on the day that the reduction is required, the part-time employee is scheduled to work above his or her FTE during the pay period, the employee is working an "identified extra shift.")
 - e. Regularly scheduled full or part-time staff in reverse order of seniority.

A senior employee being reduced a full shift under this paragraph will be given the opportunity, to the extent practicable, to replace a less senior employee in the same classification on the same shift provided that the more senior employee is qualified and properly oriented to perform the available work.

If no work is available for which the employee is qualified, the affected employee will receive an involuntary low need day. Alternatively, at the discretion of the Employer, an employee may be placed on call for part or all of the shift for which the employee could be low needed.

(B) Notice:

- (1) Employees working a day shift shall be given a 1 1/2 hour notice of an involuntary low need day to be taken under the provisions of this section. If the employee does not receive at least a 1 1/2 hour notice, the employee will be given the opportunity to work a minimum of four (4) hours or pay in lieu thereof.
- (2) Employees working evenings or nights shall be given at least a two (2) hour notice of an involuntary low need day to be taken under the provisions of this section. If the employee does not receive at least a two (2) hour notice, the employee will be given the opportunity to work a minimum of four (4) hours or pay in lieu thereof.

(C) Options:

An employee who takes a low need day, voluntarily or involuntarily, will have the option to use PTO or benefit-no pay credit for the hours lost to the low need. If the employee elects benefit-no pay credit, the employee shall receive credit for purposes of seniority, benefit accrual, and eligibility for benefits for all scheduled work hours lost. No more than eight (8) hours per day shall be credited under this plan unless the scheduled shift is more than eight (8) hours.

If an employee is placed on call instead of being low needed, the employee will receive call pay according to the On Call Section in this Agreement and benefit-no pay credit for the hours the employee is either on call and/or low needed.

Additionally, if a regularly-scheduled employee is involuntarily required to take a low need day, the employee may bump a casual employee from a future shift within the pay period provided that the employee is qualified to perform the work for that shift and that at least 24 hours' notice is provided to the Hospital prior to the future shift.

(D) Limits on Low Need Days:

Low need days will have initial limits of 1 occurrence/pay period and 96 hours/year. If/when all employees reach the initial limits, the rotation would start over with the least senior employee. For example, if all employees on a shift where low need is assigned have reached the initial limits, the least senior employee would be assigned the low need day. (An occurrence is a mandatory low need, regardless of whether it is for the entire shift or only part of a shift.)

When 60 percent of the low need days in the caps/initial limits are assigned, the hospital and union would review the staffing situation. The review would be conducted again when 100 percent of the initial limits are assigned.

ARTICLE 17 LAY OFF AND RECALL

- (A) **Lay Off:** In reducing the number of employees or in making a permanent reduction in hours, the Hospital will determine the number of positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs and permanent reductions in hours shall be made in reverse order of seniority, provided that the more senior employees have the necessary qualifications to perform the required work. For purposes of this Section, the term “qualified” means the ability of the employee to perform the job within a period of orientation of 28 calendar days or other period agree upon by the parties).

A lay off is the reduction in number of employees that will last more than 30 days. A permanent reduction in hours is defined as reduction of hours of an employee(s) that will last more than thirty (30) days.

Before a re-bid or other reduction process, the Hospital and Union will meet to discuss potential options for reducing the impact of any reductions (e.g., voluntary reductions in FTE, leaves of absence, etc.).

- (B) **Recall:** Employees shall be recalled in reverse order of reduction. Employees shall retain recall rights for a period equal to their accrued seniority up to a maximum of one (1) year.
- (C) **Notice:** The Hospital will give the employee, after any rebid or other reduction process, 28 days’ written notice of an employee layoff. An employee who has received a notice of lay off will be deemed to be on lay off status for purposes of Section 18(A)(3)b.

ARTICLE 18 JOB VACANCIES

- (A) **Job Vacancies:** Vacancies or new positions shall be awarded to the senior employee applicant where the employee currently possesses the necessary capabilities to perform the work. Qualifications for the job shall be posted by the Employer, and the posting shall include the shift and number of hours for the position. Without approval from the Hospital, new employees are not eligible for transfer to another classification or within the same classification to another unit until they have completed 180 days of employment. No other employees shall be eligible to bid on a job vacancy or new position until he/she has worked in his/her existing job for a minimum of 120 days (the 120-day requirement may be waived upon mutual agreement of the Hospital and the Union). The provisions of the preceding sentence shall not apply when employee bid on vacancies or new positions in the employee’s same job classification.

- (1) **Posting of Vacancies:** All job vacancies within the bargaining unit shall be posted electronically by the Employer for seven (7) calendar days in a manner consistent with the established practice of the Employer. Postings shall include the following information:
 - a. Minimum qualifications based on the job requirements.
 - b. Classification, facility, FTE status, shift, and department.
 - c. The date of the posting.

 - (2) **Change in Qualifications:** In the event a job is posted listing certain qualifications, and no one meets those qualifications, and the Employer is willing to accept an applicant with lesser qualifications, then the job shall be posted again with the lesser qualifications listed.

 - (3) **Filling Vacancies (Two or More Applicants):** If two (2) or more qualified applicants submit a bid for a vacancy within the seven (7) day posting period, the position will be awarded by seniority in the following order of application:
 - a. Senior full-time or part-time employee in the department and job classification.
 - b. Senior employee on lay off status (and redeployed status as defined in the Strategic Alliance).
 - c. Senior full-time or part-time employee in department outside of the classification.
 - d. Senior full-time, part-time, or casual in job classification at the Hospital.
 - e. Senior full-time, part-time, or casual in bargaining unit at the Hospital.
 - f. Senior full-time, part-time, or casual employees currently in an SEIU bargaining unit within the Allina system.
 - g. Other applicants.

 - (4) **Release of Successful Bidders:** The Employer will in good faith use its best efforts to release successful bidders to their new jobs within 14 days.

 - (5) **Denial of Position:** Each current Allina Health employee submitting an application for a vacant job will be notified of the reason for the denial of the position within fourteen (14) workdays of the effective date of the awarding of the position.
- (B) **Temporary Vacancies:** Notice of temporary vacancies shall be posted by the Hospital. Temporary postings will specify the approximate length of time that the position will be open. Employees in the same classification may apply for the vacancy if it would result in an increase in hours. The position shall be awarded to the senior eligible employee making application. An employee shall be returned to the employee's regularly scheduled position when the temporary job has been completed. When a temporary vacancy becomes a permanent position, the Hospital will re-post that position.

**ARTICLE 19
PAID TIME OFF (PTO)**

PTO provides employees with choice and flexibility to balance their lives between work and home by consolidating an employee’s vacation time, holiday and sick leave into a single account of paid leave.

- (A) **Eligibility and Effective Date:** To be eligible for Paid-Time Off, an employee must be a Benefit Eligible Employee. PTO shall be used in fifteen (15) minute increments and must be accurately reported.

If an employee’s work agreement or FTE changes such that the employee loses eligibility and later regains eligibility, the employee’s initial eligibility date will remain the same for purposes of determining length of service. If the employee terminates employment with Allina Health and is rehired within 180 calendar days, the employee’s initial eligibility date will remain the same for purposes of calculating length of service. If the employee is rehired after 180 calendar days, the employee’s rehire date will be used as the initial eligibility date.

- (B) **PTO Accrual Schedule:** PTO eligible employees will accrue PTO according to the following schedule:

Length of Service	Accrual Rate/Hour	Maximum Accrual Rate/Year
Hire to 4 years	.096	199.68
After 4 years	.115	239.20
After 5 years	.119	247.52
After 6 years	.123	255.84
After 7 years	.127	264.16
After 8 years	.131	272.48
After 9 years	.135	280.80
After 16 years	.139	289.12
After 17 years	.143	297.44
After 18 years	.147	305.76
After 19 years	.150	312.00
After 20 years	.154	320.32

PTO accrues each pay period based on compensated hours to an annual maximum based on an employee’s length of service with Allina Health regardless of any change of classification or transfer between facilities. Length of service is determined using a twelve (12) month period and calculated based upon the employee’s initial eligibility date or the date the employee moves into an eligible position, if later.

PTO balances will be updated on MyAllina once per pay period after payroll is run.

An employee will not accrue PTO while on an unpaid non-FMLA leave of absence (e.g., personal leave) or an unpaid suspension.

If accrued PTO is available, PTO will be used to cover all time away from work (planned or unplanned), including Family Medical Leave Act leaves, except as otherwise specifically permitted in other provisions of this Agreement.

If an employee is absent and does not have accrued PTO available, the time away from work will be unpaid.

Accrued PTO will carryover from year to year, up to the maximum accrual. The maximum accrual will be 380 hours for the first and second years of the contract and 360 hours for the third year of the contract.

When an employee reaches this maximum PTO accrual, there will be no further accrual of hours until the balance falls below the maximum. However, PTO will not be lost once it has accrued. PTO will need to be used in order to begin to accrue PTO again. An employee will not receive retroactive credit for time worked while his or her PTO balance is at or above the maximum accrual limit.

(C) **Ability to Reserve PTO:** Employees on medical leave who are receiving benefits under Income Protection, FMLA, or new child/parental leave may elect to reserve up to 40 hours of PTO to be available to use upon return from leave. Elections to reserve PTO are irrevocable. The ability to reserve PTO is not available for employees on an approved intermittent leave of absence.

(D) **Use of Frozen Sick Leave (FSL).**

(1) **Using Frozen Sick Leave Instead of PTO:** Frozen Sick Leave is available to certain employees who had sick leave balances when the PTO Program was first implemented.

(2) Frozen Sick Leave may be used if you are absent due to one of the following:

- Your own illness or serious health condition;
- To care for your child under the age of 18 (or under the age of 20 if the child has not graduated from secondary school) with an illness or serious health condition;
- To care for your child age 18 or older who is incapable of self care due to a mental or physical disability and who has a serious health condition;
- To care for your spouse/domestic partner or parent who has a serious health condition;
- The birth of your child, including care for such newborn; and
- The adoption or placement for adoption or foster care of a minor child.

The term serious health condition as referred to throughout this Article shall be defined pursuant to the provisions of the Family Medical Leave Act, as amended from time to time. Note: It is not a requirement of the PTO program that employees must have a serious health condition in order to access frozen sick leave. However, if you have an FSL balance, your use of FSL is subject to the following rules:

- Except as otherwise indicated, you must use PTO for the first full or partial day of absence due to one of the causes listed, unless you do not have PTO available, in which case you must take such time unpaid.
- If you become ill or suffer from a serious health condition on a previously scheduled day off or scheduled holiday off, you may use FSL after using PTO for the first full or partial day of absence upon submission of proper certification by a competent physician.
- If you become ill or suffer from a serious health condition, you must notify your department head of your illness at least one (1) hour (two (2) hours for the night shift and three (3) hours for the relief shift) prior to the beginning of your working day or as soon thereafter as possible and shall submit proof of sickness or serious health condition to the Employer if requested. If proper notice of illness is not provided to the Employer, you will not be able to access FSL for the continuous absence.
- If you return to work after an illness or injury and you are absent again within fourteen (14) consecutive calendar days due to the same illness or injury, you may use your FSL balance immediately without using a full or partial day of PTO.
- If you are unable to work due to a disability as determined under terms of the Income Protection Program (as referenced in Section H), you must use your FSL, until exhausted, beyond the first day of the absence.
- Benefits under the Income Protection Program will automatically be supplemented with your available FSL up to 100% of pay at the time of your disability.

(E) **Use of PTO – General:**

An employee's manager or manager's designee must approve all requests for PTO. An employee may use PTO as soon as it is accrued.

An employee may not use PTO in excess of his or her normally scheduled hours (i.e., FTE status), except if the manager requires additional work hours to meet business needs.

The current practices for granting time off shall continue unless the parties mutually agree on an alternate system. (See Appendix B.)

(F) **Pre-Payment:** With at least two (2) weeks' notice to HR Service Center, an employee may request prepayment of PTO prior to taking time off.

- (G) **Multi-Unit Employees:** For purposes of PTO, Frozen Sick Leave, and Paid Leaves of Absence, multi-unit employees will be paid at the rate of pay of his/her primary department (the department the employees works a majority of his/her hours).

For purposes of Holiday and Vacation Scheduling multi-unit employees will bid for holidays and time off in his/her primary department (the department the employee works a majority of his/her hours). Multi-unit employees must fulfill all holiday scheduling obligations in their primary department. If the multi-unit employee does not have a holiday scheduling obligation in his/her primary department, the multi-unit employee must fulfill all holiday scheduling obligations in his/her secondary department.

- (H) **Holiday Scheduling:**

- (1) **Recognized Holidays:**

Recognized holidays include: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.

- (2) **Generally:**

The current practices for granting holidays off shall continue unless the parties mutually agree on an alternate system. (See Appendix C.)

- (3) **Use of PTO on Holidays:**

- a. Full-time employees' (employees with a 1.0 FTE work agreement) preference of working a holiday.

At the time employees exercise their seniority for purposes of holiday scheduling, full-time employees who wish to be scheduled to work a holiday shall elect one of the following options:

- 1) Work 80 hours in the pay period, (including the holiday) and take PTO as premium pay on the holiday to receive double pay – at straight time. The premium pay will be entered into the system as “worked holiday”, or
- 2) Work 80 hours in the pay period (including the holiday) and save PTO to be used in a different pay period.

- b. Full-time employees' preference for not working a holiday.

At the time employees exercise their seniority for purposes of holiday scheduling, full-time employees who do not wish to work a holiday shall elect one of the following options:

- 1) Work 72 hours and use PTO to equal 80 hours,
- 2) Work 80 hours without using PTO during the pay period, or
- 3) Work 72 hours without using PTO. (Note: This option will impact an employee's accruals as he/she will earn accrual on 72 hours rather than 80 hours.)

- c. Part-time employees' (employees with a work agreement of .5 -.99 FTE) preference of working a holiday.

At the time employees exercise their seniority for purposes of holiday scheduling, part-time employees who wish to be scheduled to work a holiday shall elect one of the following options:

- 1) Work their FTE, and take PTO as premium pay on the holiday to receive double pay at straight time, not resulting in overtime, or
- 2) Work their FTE, and not take PTO.

- d. Part-time employees' preference of not working a holiday.

At the time employees exercise their seniority for purposes of holiday scheduling, part-time employees who do not wish to be scheduled to work a holiday shall elect one of the following options:

- 1) If the holiday would normally be a scheduled day off:
 - a) The employee can work their full FTE and add PTO on the holiday – not resulting in overtime, or
 - b) The employee can work his/her full FTE without using PTO.
- 2) If the holiday would normally be a scheduled day to work:
 - a) The employee can use PTO on the holiday to arrive at their FTE status, or
 - b) The employee can take the holiday off without pay and work under their FTE status. (Note: This option will impact the employee's accruals.)

- e. Available hours after holiday bidding occurs.

Available hours will be offered first by seniority to part-time employees electing d.2(b), above, and then by seniority – to those employees who, if assigned the available hours, would not incur overtime.

- f. Employees with work agreements less than .5 FTE.

Any part time employee with a work agreement of less than .5 FTE shall be paid at the rate of two (2) times his/her regular rate of pay for time worked on all recognized holidays.

- (4) **Department Closure:** If an employee's department is closed due to an Allina Health recognized holiday, the employee does not have to use PTO, and can work under his/her work agreement. The designated holiday may be different than the recognized holiday.
- (5) **Christmas and New Year's:** Christmas Day shall be deemed to extend over a thirty-two (32) hour period from 3:00 P.M. on December 24 through 11:00 P.M. on December 25. New Year's Day shall be deemed to extend over a thirty-two (32) hour period from 3:00 P.M. on December 31 through 11:00 P.M. on January 1. Employees shall receive two times their regular rate for hours worked during the Christmas period and one and one-half times their regular rate for hours worked during the New Year's period. Employees who work can elect to supplement only one shift on each holiday with PTO for double time and one half pay. The election must be made at the time the employee exercises his/her seniority for holiday purposes in Subsection (H)(3) above.

(I) **Proof of Sickness:**

An employee may be required to submit proof of sickness or disability to the employer, if requested. An employer request for a doctor's slip will not be made at the time the employee calls in.

(J) **PTO Cash Option:**

Each calendar year during annual Open Enrollment, Employees with a PTO balance of one hundred and sixty (160) hours or more as of the last payroll period on or before November 1 of such year may elect the PTO Cash Option. The employee will receive a notification and election form from the HR Service Center indicating he/she is eligible for the PTO Cash Option.

The PTO Cash Option allows an Employee to request up to forty (40) hours of PTO that would be accrued in the following year be distributed to the Employee rather than accrued as PTO. Only PTO hours accrued in the following calendar year are eligible for the PTO Cash Option. The PTO Cash Option election must be received by the HR Service Center

during open enrollment or no later than December 31. An election to participate in the PTO Cash Option in the next calendar year and the payment option designation are irrevocable once made.

In no event will the PTO Cash Option distribute an amount in excess of the PTO actually accrued during the year in which such distribution is to be made. PTO accrued during prior years shall not be available for distribution under the PTO Cash Option. The PTO Cash Option shall be paid at the Employee's standard hourly rate at the time of payment and shall not be considered or paid at overtime rates.

All elections to participate in the PTO Cash Option must indicate the number of hours to be distributed up to the maximum of forty (40) hours. An Employee who fails to provide this required information by the stated deadlines shall not participate in the PTO Cash Option in the following year.

If at any time prior to a scheduled payment under the Cash Option an Employee's FTE is reduced below .5, the Employee will no longer be eligible to participate in the Cash Option and all future scheduled payments will cease. Termination of participation in the Cash Option will not change or otherwise impact an employee's elections under the medical program, flexible benefit program or 401(k) Savings Plan.

The following payment options are available:

1. Lump Sum Cash Payment - An Employee may elect to receive all or a portion of the PTO Cash Option in a single lump sum cash payment. An Employee must designate the number of hours to be distributed in this form at the time the PTO Cash Option is elected. Such payment shall be paid as of the first payroll period on or after April 1 of the payment year. If an Employee fails to elect a payment option, the Employee will be deemed to have elected the Lump Sum Cash Payment option.
2. Contribution to the Allina Pre-Tax Premium Payment Program - An Employee may elect to contribute all or a portion of the PTO Cash Option to the Premium Payment Program in order to offset employee's portion of the cost of Allina sponsored group medical coverage elected by the Employee. An Employee must designate the number of hours to be contributed to the Pre-Tax Premium Payment Program at the time the PTO Cash Option is elected. Such contribution will then be distributed on a prorated basis each payroll period to the extent such amount does not exceed the PTO accrued during the pay period. In the event insufficient PTO has accrued during the pay period, a PTO Cash Option distribution will not be made and will be paid in a subsequent pay period in which sufficient PTO has accrued. This payment option will be administered in compliance with the provisions of Section 125 of the Internal Revenue Code and all applicable regulations.
3. Contribution to the Allina Flexible Benefit Program - An Employee may elect to have all or a portion of the PTO Cash Option contributed to the Flexible Benefit

Program. Such amount may be used to fund the amount the Employee elects to contribute to the Health Care Reimbursement Account and/or the Dependent Care Reimbursement Account. This payment option is a funding mechanism only. The Employee must also participate in the Flexible Benefit Program pursuant to the enrollment requirements applicable to that Program. Electing this payment option does not increase, decrease or replace the Employee's elections under the Flexible Benefit Program.

An Employee must designate the number of hours to be contributed to the Account(s) under the Flexible Benefit Program at the time the PTO Cash Option is elected. If an Employee elects to fund the Flexible Benefit Program with all or a portion of the PTO Cash Option, such amount will be deposited in the Account(s) designated by the Employee as soon as administratively feasible following April 1. An employee's remaining future contributions will be adjusted to account for this contribution. If the PTO Cash Option distribution amount designated under this payment option exceeds the amount elected under the Flexible Benefit Program, such excess shall be paid in a single lump sum cash payment to the Employee. This option will be administered in compliance with the provisions of Section 125 of the Internal Revenue Code and all applicable regulations.

4. Contribution to the Allina 401(k) Savings Plan - An Employee may elect to contribute all or a portion of the PTO Cash Option to the 401(k) Savings Plan. An Employee must designate the number of hours to be contributed to the Savings Plan at the time the PTO Cash Option is elected. If an Employee elects to contribute any portion of the PTO Cash Option, such amount will be deposited as soon as administratively feasible following April 1 to the extent such amount is not an excess contribution (in which case such excess amount will be paid in a single lump sum cash payment to the Employee). This payment option will be administered in compliance with the provisions of Section 401(k) of the Internal Revenue Code and all applicable regulations.

(K) When Eligibility for PTO Ends:

An Employee will no longer be eligible for PTO when:

- The Employee terminates employment with Allina.
- The Employee dies.
- The Employee no longer satisfies the eligibility requirements in Section (A) in this section.
- The Employee begins a non-FMLA leave of absence.

If eligibility ends due to death or termination of employment, unused accrued PTO will be paid to the Employee in his/her final paycheck.

If an Employee's regularly scheduled hours are changed so that the Employee is no longer benefit eligible, PTO accruals will cease. An employee's PTO will not be paid out. The Employee may continue to use accrued PTO until it is exhausted.

- (L) **Cashing Out PTO During Employment:** With the exception of the PTO Cash Options during open enrollment, an employee's unused PTO will not be paid at any time prior to termination of employment, unless one of the following criteria is met:
1. **Re-classified as Casual:** If an employee is reclassified under his/her work agreement as a casual employee (0.0 FTE), his/her PTO will be paid out automatically. If the employee is later reclassified as a full-time or part-time employee, he/she will not have the opportunity to reinstate his/her PTO by repaying the cashed-out amount.
 2. **Extreme Hardship:** Accrued PTO may be paid out in the limited case of an extreme hardship. An extreme hardship is a financial hardship due to a serious, isolated and unexpected event that will have severe financial impact on the employee and cannot be met by any other source of income or savings (e.g., house fire, catastrophic illness, natural disaster), and does not include circumstances resulting from poor planning or foreseeable consequences of personal actions. Request for extreme hardship PTO payouts are subject to approval by the Director/Vice-President of Allina Labor Relations, or his/her designee.
- (M) **PTO Donation:** Employees may choose to donate PTO time under Allina's "PTO Donation Program" following the guidelines as may be amended from time to time by the employer, except that a full-time employee is required to have at least 40 hours PTO in their bank and a part-time employee is required to have at least 30 hours PTO in their bank, and there is no minimum FTE requirement for eligibility to donate.

ARTICLE 20 WAGES

- (A) **Wage Scales:** The minimum wage scale for the classifications of work covered in this Agreement shall be as outlined in Appendix A.
- (B) **Lead Pay:** A lead technologist designated by the Hospital to act in that capacity will be paid an additional \$1.50 per hour for all hours actually worked as a lead technologist. A technologist working as a permanent lead (all regularly scheduled shifts) will receive the lead pay premium for all compensated hours.
- (C) **Wage Increments:** Wage increments for all employees shall be based on one (1) year's credit for each two thousand eighty (2,080) compensated hours. In the event of a change of classification, the Employee shall receive a wage rate in the new classification based on said length of service, regardless of whether such new rate is greater or less than the rate in the old classification. Provided, however, that in the event of a voluntary change in classification where the lowest rate of the new classification is equal to or exceeds the

highest rate of the old classification, the employee shall be placed at the lowest increment scale of the new classification and will accrue further increments from the date the employee began work in said new classification.

(D) **Shift Differentials:**

- (1) **Shift Differential Hours:** If the majority of the hours are worked after 3:00 p.m., “the Evening shift”, then the technologist will be paid Evening shift differential for the entire shift. If the majority of the hours are worked after 11:00 p.m., “the Night shift”, then the technologist will be paid Night shift differential for the entire shift.
- (2) **Evening Shift Rate of Pay:** A technologist working the Evening shift will receive \$1.50 per hour in addition to the base rate of pay.
- (3) **Night Shift Rate of Pay:** A technologist working the Night shift will receive \$2.50 per hour in addition to the base rate of pay.
- (4) **Compensated Hours:** A technologist working a permanent Evening or Night shift (all regularly scheduled shifts are Evening or Night shifts) will receive shift differential for all compensated hours.

(E) **Weekend Premium Pay:** A technologist working any hours between 11:00 p.m. Friday and 10:00 p.m. Sunday will be paid a weekend differential of \$1.00 per hour for all hours worked in addition to the rates of pay as provided for in Appendix A.

(F) *Reserved for future use.*

(G) *Reserved for future use.*

(H) **Call Pay:**

- (1) **Off Premise:** For on-call hours where the technologist is not required to remain on Hospital premises will be as follows:
 - a. An hourly rate of \$6.15 will be paid for on-call hours, which are not worked. On-call compensation will not be paid for hours actually worked during the period of on-call duty. An employee will begin receiving the regular rate at the time he/she reports to work at the Hospital or, if the employee is required by the Hospital to perform duties prior to reporting to the Hospital, at the time they are required to begin performing such duties.
 - b. On-call hours will not be considered hours worked, and no overtime payments will be made for such on-call time.

- c. The minimum period of on-call duty will be four hours. The minimum duty hours may result from on-call hours only or from a combination of on-call hours and hours actually worked.
 - d. A technologist is guaranteed a minimum of four hours of pay for each call back not to exceed the actual amount of scheduled call hours. Any hours worked past the scheduled on-call hours will be paid for actual hours worked.
 - e. A technologist called to work while on-call or a technologist who is not on-call but who voluntarily agrees to return to work hours not regularly scheduled will be guaranteed a minimum of four hours pay or the Hospital's existing practice, whichever is greater.
 - f. A technologist who returns to work pursuant to Subsection (1)d above will be paid the appropriate differential (weekend and/or shift) for a minimum of four hours or the hours actually worked, whichever is greater.
- (2) **On Premise:** Payment for on-call hours where the technologist is required to remain on Hospital premises will be as follows:
- a. On-premise call compensation will be at the state or federal minimum wage rate, whichever is greater.
 - b. If on-call hours occur after the technologist has completed eight hours of work in a day, overtime for the on-call period will be based on 1½ times the on-call rate.
 - c. On-call hours, which occur on days off, will be treated as overtime hours to the extent that all of the hours worked during the applicable pay period (including the on-call time) exceed 80 or 40, as the case may be. Payment of on-call hours, as provided in the preceding sentence, will be based on 1½ times the on-call rate regardless of whether said on-call hours fall during or at the end of the two-week pay period.
- (I) *Reserved for future use.*
- (J) *Reserved for future use.*
- (K) *Reserved for future use.*
- (L) *Reserved for future use.*
- (M) **Pay Days – Employer Computations:** Definite paydays shall be established, preferably semi-monthly, if possible. An employee shall be permitted to know on what basis the employee's pay is arrived at and shall be given reasonable evidence of the accuracy of the

computation of the employee's total take-home pay, if requested. Five (5) working days shall be allowed to the Employer to make up and distribute the payroll.

- (N) **Error in Pay:** When an error in pay occurs at no fault of the employee amounting to fifty dollars (\$50.00) or more in gross pay the error shall be corrected within two (2) working days (Monday-Friday) from the time the employee requests a correction.

ARTICLE 21 HEALTH AND WELFARE BENEFITS

(A) **Medical Insurance:**

The Hospital will offer to the technologist all of the hospitalization insurance options made available to its non-contract employees.

- (1) For a Benefit Eligible Technologist, a technologist will be required to pay \$40 per month toward the cost of single employee hospitalization coverage.
- (2) For a Benefit Eligible Technologist, the Hospital will pay 70% of the monthly premium amount for single plus children, single plus spouse, and family coverage.

Coverage begins the first of the month coincident with or next following the date a technologist becomes eligible for benefits

(B) **Income Protection (Short Term Disability):**

The Employer shall provide and pay for an Income Protection Plan for Benefit Eligible Employees. The Income Protection (IP) program pays 60% of an employee's regular earnings during a period of disability for a maximum of up to 80 calendar days. Benefit Eligible Employees are automatically enrolled at no cost.

There is a 10 consecutive calendar day waiting period for IP, beginning the first day of continuous covered total disability. During this waiting period, employees must use FSL (frozen sick leave) if available, or PTO. Should the employee not have any FSL or PTO, this waiting period shall be unpaid. The maximum 80-day paid benefit period begins at the end of the 10-day waiting period.

IP is effective the first calendar day of the month on or after a Benefit Eligible Employee commences active employment. For the purposes of Income Protection, "active employment" is defined as being physically present at your regular work site or at an alternate site if on official Allina Health business and includes a scheduled day of PTO or an approved paid leave of absence or unpaid FMLA leave.

If an employee is eligible for coverage under the IP program, the employee must use PTO during the waiting period prior to the start of the IP program except:

1. If an employee has available FSL, he/she must use PTO for the first day of absence due to disability and then his/her Frozen Sick Leave will automatically be used for the remainder of the waiting period or until such leave is exhausted, if shorter; or
2. If the employee's available FSL is not sufficient to cover the waiting period, the employee must use PTO for absences during the remainder of the waiting period.

An employee may elect to supplement his/her benefits under the IP program with PTO up to 100% of his/her pay. This election is irrevocable, and may not be changed for the remainder of the disability period. If the employee elects to supplement his/her IP benefits with PTO, he/she may reserve up to forty (40) hours of PTO for availability upon his/her return to work. Elections to reserve PTO are also irrevocable.

Other terms of the IP Program apply. Further information is available by reviewing Allina's Income Protection Program.

(C) Long Term Disability.

For Benefit Eligible Employees, the Hospital shall provide and pay the premium for a long-term disability plan. The policy shall pay 60% of the employee's covered earnings, as defined by the Long-Term Disability Policy. If an eligible employee applies for and is approved for benefits, those benefits shall commence on the 91st calendar day of disability and will be paid monthly. The employee shall be taxed on the Long-Term Disability premiums paid by the Hospital. Therefore, any disability benefits received by an Employee under Long-Term Disability will be paid on a non-taxable basis. Coverage begins the first calendar day on or after an Eligible Employee commences active employment.

Other terms of the long-term disability policy applies. Further information is available by reviewing the Long-Term Disability Policy.

(D) Life Insurance.

For Benefit Eligible Employees, the Hospital shall provide and pay the cost of a group life insurance plan providing coverage in an amount \$50,000. Employees must have completed at least sixty (60) days of employment. Employees shall have the option of purchasing, at the rate set by Allina Health, additional insurance for themselves, or children or spouses.

(E) Dental Insurance.

A Benefit Eligible Employee may participate in the Hospital's dental insurance plan under the same terms and conditions applicable to the Hospital's non-contract employees.

(F) Adoption Assistance: Employees are eligible for participation in the Allina Adoption Assistance Program as is available to Allina employees.

(G) **General:** All health and welfare benefits provided in this Article shall be subject to coordination/maintenance of benefits. The Hospital will provide the number of employees who participate in each medical insurance plan (see Section (A) above) at least one time per year.

(H) **Health and Dependent Care Reimbursement Accounts:**

The Employer will provide to employees, a Health Care Account and a Dependent Care Account. Employees may choose to set aside money, up to \$2,500.00 in a Health Care Account and/or \$5,000 in a Dependent Care Account, to pay for eligible expenses with pre-tax dollars. Benefit Eligible Employees are eligible starting the first of the month following their date of employment.

(I) **Allina Programs:** Employees shall be eligible to participate in other Allina programs offered to Allina employees, under the same terms and conditions as provided for other Allina employees. Such programs may be amended or terminated at the Employer's discretion.

**ARTICLE 22
PENSIONS AND RETIREMENT BENEFITS**

A Benefit Eligible Employee may participate in the Hospital's retirement plan under the same terms and conditions applicable to the Hospital's non-contract employees.

**ARTICLE 23
DISABILITY AND LEAVES OF ABSENCE**

(A) **Illness/Disability and Parental Leaves:**

(1) **Personal Illness/Disability Leave:**

Upon completion of the probationary period as set forth in Probationary Period Article of this Agreement, an automatic leave of absence without pay shall be granted to an employee in the case of illness or physical disability which exhausts frozen sick leave. Such leave shall be for the period of illness or disability only, up to a maximum of 10 months in length. However, an employee who has been employed for less than 6 months will only be eligible for an unpaid leave equal to the length of time from the employee's date of hire up to the date of the leave request.

Upon certification by a competent physician of recovery from such illness or disability, the employee shall be returned to the employee's regularly scheduled position with full seniority and without loss of benefits, provided that the employee returns to work within 6 months after the leave begins. Otherwise, the employee will be returned to the next vacant position posted by the Hospital for which the employee is qualified.

Frozen sick leave payments as provided in this Agreement shall be made only during the period of actual illness or physical disability subject to the maximum payments provided herein.

No employee shall be entitled to receive a second automatic leave of absence for illness or physical disability unless such employee has returned to active employment for 90 days or more.

- (2) **Critical Illness or Death in the Immediate Family:** A leave of absence without pay will be granted to a technologist for critical illness or death in the immediate family for a period of up to 90 calendar days. Immediate family in this subsection includes parents, brothers, sisters, sons, daughters, husbands, and wives. The technologist's length of service increments and benefits will continue to accrue. The Hospital will not permanently fill the technologist's position during the period of leave of absence.
- (3) **Parental Leave:**
 - (a) **Maternity:** A leave of absence without pay will be granted to a technologist for maternity for a period of up to one calendar year, as mutually agreed upon between the technologist and the Hospital. During the time of the technologist's leave of absence, the technologist's length of service increments and PTO benefits will continue to accrue during the first 90 calendar days of the leave. Upon returning from leave, the technologist will be returned to her previous classification.
 - (b) **Paternity and Adoption:** A leave of absence without pay will be granted to a technologist for paternity or adoption for a period of up to six calendar weeks, as mutually agreed upon between the technologist and the Hospital. During the time of the technologist's leave of absence, the technologist's length of service increments and PTO benefits will continue to accrue. Upon returning from leave, the technologist will be returned to his/her previous classification.
- (B) **Jury Duty:** When an employee receives notice of jury duty, he/she shall notify his/her supervisor at once. He/she will be given leave for such jury duty and will be made whole for loss of pay during that period. He/she will report for work whenever his/her jury duty does not conflict; provided, however he/she will not be required to work later than 7:00 p.m. on any day he/she was requested to report for jury duty. Any reasonable rearrangement of work hours including re-shifting of other employees for that purpose, will be made. In making the employee whole, his/her wages will be computed as if he/she had worked on the first (1st) shift at straight time and be paid in full, therefore, minus the amount evidenced by his/her jury check. Whenever considered necessary by the Employer because of the needs of the business at a particular time or the difficulty of substitution for the particular employee, said employee will cooperate with the Employer in requesting and obtaining a postponement of said jury duty.

- (C) **Bereavement Leave:** A leave of absence of three (3) days without loss of pay shall be granted to employees in case of death in the family (parents, parents-in-law, grandparents, grandchildren, brothers, sisters, sons, daughters, husbands, wives, brothers-in-law, sisters-in-law, son and daughters-in-law, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, domestic partner, legal guardian, spouse's grandparents, and such others as may be agreed upon between the employee and the Hospital for the purpose of making arrangements, attending the funeral, or mourning if attending the funeral is prohibitive. Employees may choose to keep one (1) day for a later date.

In addition to the foregoing, an employee may receive an unpaid leave of absence of up to 30 days in the event of the death of the employee's child or spouse. The leave must begin within two weeks of the death. (For employees who live in a state that does not recognize same-sex marriages, the employees may receive this leave in the event of the death of a same-sex domestic partner.)

In addition, employees shall be granted one (1) day off in the case of death of an aunt, uncle, niece, or nephew. It will be the choice of the employee to take PTO for the date or to take the time off without pay.

Unpaid time off as a personal LOA may be requested by the employee if needed in addition to bereavement leave.

- (D) **Military Leave:** The Employer complies with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and all other state and federal laws pertaining to military leave. Employees must notify their manager upon receiving military orders and must provide copies of the written orders as soon as they are available for any leave that is expected to be greater than thirty (30) days. Employees should contact the Allina Health Human Resource Service Center for LOA materials and follow LOA process guidelines. Employees are not required to use their PTO for their leave.
- (E) **Time Off for Voting:** Employees are encouraged to vote during non-work hours, but if that is not possible, employees will be allowed to take time off with pay in order to vote in a qualifying election. However, employees are still required to notify their manager in advance. Employees will not be required to use PTO for the absence.

A "qualifying election" means a regularly scheduled state primary or general election, an election for U.S. senator or representative, an election for state senator or representative, or a presidential primary.

- (F) **School Conference and Activities Leave:** Minnesota law allows an employee to take unpaid leave totaling up to 16 hours during any 12-month period to attend school conferences or school-related activities related to the employee's child, provided the conferences or school-related activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a

reasonable effort to schedule the leave so as not to disrupt unduly the operations of the employer.

- (G) **Other Leaves of Absence:** Requests for unpaid leaves of absence of one day or longer for reasons other than illness, disability, pregnancy, or jury duty may be granted with supervisory approval.
- (H) **Replacement of On-Leave Employees:** With respect to all leaves of absence, the Hospital may hire an employee to replace the individual on leave of absence on a temporary basis. The employee so hired shall be terminated upon return of the regular employee from the leave of absence.
- (I) **Seniority During Leaves of Absence:** There shall be no break in seniority during the period of a leave of absence. No credit for purposes of wage increments or benefits shall be given during the period of an unpaid leave of absence. An employee shall not lose service credit previously accrued.

ARTICLE 24 EDUCATION DEVELOPMENT

- (A) **Tuition Reimbursement:** Benefit Eligible Employees will be eligible for assistance for tuition, required fees, and books up to \$1000 per year for educational coursework at an accredited institution under the following circumstances:
 - (1) An employee must be employed by Allina for a period of six months before the employee is eligible for the reimbursement.
 - (2) The employee must sign an agreement indicating they will remain employed within Allina for 12 consecutive months after completing their course or sequence of studies, and must work 0.5 FTE or above during the 12 month period.
 - (3) An employee may receive advance payment of amounts provided for tuition. The employee shall repay the amount advanced if the course is not satisfactorily completed or to the extent that they do not continue to work or make themselves available to return to work within Allina for at least twelve (12) months after the completion of the educational unit.
- (B) **Seminars, Workshops, and Memberships:** A Benefit Eligible Employee may use up to \$500 per year of the \$1000 maximum amount for educational seminars, workshops, American Society of Radiologic Technologists membership, and/or self-study educational courses that have been approved by the Hospital. Money used for workshops or seminars does not have to be repaid in accordance with Subsection (A)(3).

- (C) **Employer Required Education:** Any education required by the Hospital subsequent to employment shall be provided during hours compensated pursuant to the Agreement and with the expense thereof paid by the Hospital.

ARTICLE 25 HEALTH AND SAFETY

- (A) **Statement of Purpose:** It shall be the policy of the Hospital that the safety of the employees, the protection of work areas, the adequate education and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. The Hospital is committed to a culture that reduces workplace exposures causing health effects and enhances overall safety and security in the workplace. Further, the Hospital is committed to providing employees a work environment that is free from hostile, abusive and disrespectful behavior and will make reasonable effort to provide employees with safe and adequate equipment, working environment and facilities.
- (B) **Employee Responsibility:** It shall be the responsibility of all employees to cooperate in programs to promote safety for themselves and for the public including participation on committees and compliance with rules and behaviors to promote safety and a violence-free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures.
- (C) **Right to Participate.**
- (1) **Allina Health & Safety Council:** There shall be a total of two SEIU employee representatives from across the Allina Health system selected or elected by the Union to participate on the Allina Health & Safety Council and may participate as appropriate on Allina Health & Safety Council sub-committee/hazard reduction committees.
- (2) **Hospital Health & Safety Sub-Committee:** There shall also be a member selected or elected by the Union to participate on the Hospital Health and Safety Sub-Committee. Such sub-committee is responsible for reviewing all safety incidents and safety concerns, annual planning and evaluation. This Sub-Committee makes recommendations for corrective action and improvements.
- (D) **Employees' Right to Know:** When the Hospital receives and investigates a report that a dangerous, unhealthful, or potentially dangerous or unhealthful condition is present on a particular unit the Hospital shall inform all SEIU bargaining unit employees working in the unit or affected area.
- (E) **Infectious or Contagious Diseases:** Where infectious or contagious diseases are diagnosed or suspected, upon request of a Union Representative, the Hospital shall meet promptly with the Union to determine what steps, if any, are necessary to safeguard the health and safety of workers and patients. Any worker represented by the Local who may be at risk of exposure to an infectious agent or agents as a result of their work

responsibilities shall be informed of what risk the patient poses and the measures that will be taken to protect the employee according to Hospital policy and procedure.

- (F) **Violence in the Workplace:** The Hospital will have a trained response team(s) which will respond to all emergency situations where violence or the threat of violence occurs. This team may be Security Officers trained to deal with violent situations. Hospital reports of these situations will be reviewed by the Health and Safety Committee. The Hospital will offer counseling or other delayed stress debriefings for any employees that are victims of assault. Any employee who is assaulted at work and is unable to continue working will be given the opportunity to be free from duty without loss of pay for the remainder of the shift.
- (G) **Respectful Workplace:** The Union and Hospital are committed to providing a work environment that is free from hostile, abusive and disrespectful behavior.
- (H) **Health and Safety Education:** No employee shall be required or allowed to work on any unit or operate any equipment until the employee has received proper education, training, and instruction.
- (I) **Workers Compensation:** The Hospital shall provide the Union with copies of all First Report of Injury reports submitted by SEIU-represented employees.
- (J) **Duty to Accommodate:**

The Hospital and the Union are committed to support the return to work of employees with disabilities and to ensure that they are treated with respect and dignity at all times. For each disabled employee requesting a permanent accommodation and unable to perform essential job duties as identified and documented by the employee's and/or Employee Health Service's health care practitioner, the Hospital, Union and employee shall jointly discuss a modified role utilizing as much as possible the employee's previous job classification and skills. For temporary work assignments to accommodate a medical condition that is a non-union position, the employee will remain a union member with all rights and protections of the contract.

- (K) **Refusal to Work Under Dangerous Conditions:**

The parties agree to comply with Minnesota Statutes Section 182.654, Subd. 11, as follows:

An employee acting in good faith has the right to refuse to work under conditions which the employee reasonably believes present an imminent danger of death or serious physical harm to the employee.

A reasonable belief of imminent danger of death or serious physical harm includes but is not limited to a reasonable belief of the employee that the employee has been assigned to work in an unsafe

or unhealthful manner with a hazardous substance, harmful physical agent or infectious agent.

An employer may not discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested that the employer correct the hazardous conditions but the conditions remain uncorrected.

An employee who has refused in good faith to perform assigned tasks and who has not been reassigned to other tasks by the employer shall, in addition to retaining a right to continued employment, receive pay for the tasks which would have been performed if (1) the employee requests the OSHA commissioner to inspect and determine the nature of the hazardous condition, and (2) the commissioner determines that the employee, by performing the assigned tasks, would have been placed in imminent danger of death or serious physical harm.

ARTICLE 26 CROSS TRAINING

If the Hospital determines, at its discretion, that there is a need for employees to be cross trained in additional modalities, the Hospital will offer the opportunity to cross train to those needed modalities in seniority order. To the extent possible based on training opportunities, the employee's schedule, and other considerations, the Hospital will complete attempt to complete the training within 90 days. If the employee is not making satisfactory progress toward completing the cross training, the Hospital may discontinue the training for the employee after consultation with the Union.

ARTICLE 27 *Reserved for future use.*

ARTICLE 28 NO STRIKE / NO 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 29 SEIU COPE

The Employer agree to deduct and transmit to SEIU Healthcare Minnesota, COPE, \$_____ per pay period, from the wages of those employees who voluntarily authorized such contributions on the forms provided for that purpose by SEIU. These transmittals shall occur for each payroll period

and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

ARTICLE 30

Reserved for future use.

ARTICLE 31

DURATION

Except as otherwise provided, this Agreement shall be effective on July 1, 2017, and shall be in full force and effect through and including June 30, 2020, and shall continue in full force and effect from year-to-year thereafter, unless written notice of desire to change or modify this Agreement is given by either party at least ninety (90) calendar days prior to June 30, 2020, or June 30 of successive years thereafter.

IN WITNESS WHEREOF the undersigned have caused this Agreement to become effective and duly executed by their officers and representatives.

**ABBOTT NORTHWESTERN
HOSPITAL**

SEIU HEALTHCARE MINNESOTA

Tony S. LaCroix-Dalluhn

Jamie Gulley, President

Mary Czech

Liz Asmus, Executive Vice President

Lisa Bostrom

Cynthia Murphy

Kristyn M.W. Mullin

Mary Finken

Timothy B. Kohls

Dennis Kettlehut

Debbie Frey

Judy Grack

APPENDIX A: WAGE SCALES

Diagnostic Imaging Technologist	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
	July 1, 2017	\$26.81	\$27.77	\$28.49	\$29.31	\$30.18	\$31.11	\$32.11	\$33.41	\$34.29	\$35.29	\$35.82	\$36.70	\$37.71
July 1, 2018	\$27.34	\$28.33	\$29.06	\$29.90	\$30.79	\$31.73	\$32.75	\$34.07	\$34.98	\$36.00	\$36.54	\$37.43	\$38.46	\$38.99
July 1, 2019	\$27.89	\$28.90	\$29.64	\$30.50	\$31.40	\$32.37	\$33.41	\$34.75	\$35.68	\$36.72	\$37.27	\$38.18	\$39.23	\$39.77

Special Imaging Technologist	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
	July 1, 2017	\$27.77	\$28.70	\$29.48	\$30.27	\$31.19	\$32.12	\$33.23	\$34.48	\$35.39	\$36.41	\$37.02	\$37.90	\$38.91
July 1, 2018	\$28.33	\$29.28	\$30.07	\$30.88	\$31.82	\$32.76	\$33.90	\$35.17	\$36.10	\$37.14	\$37.76	\$38.66	\$39.69	\$40.32
July 1, 2019	\$28.90	\$29.86	\$30.67	\$31.50	\$32.45	\$33.42	\$34.57	\$35.87	\$36.82	\$37.89	\$38.51	\$39.43	\$40.49	\$41.12

Multi-Specialty Imaging Technologist	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
	July 1, 2017	\$29.04	\$29.98	\$30.75	\$31.55	\$32.49	\$33.41	\$34.54	\$35.81	\$36.69	\$37.71	\$38.28	\$39.19	\$40.21
July 1, 2018	\$29.62	\$30.58	\$31.37	\$32.18	\$33.14	\$34.07	\$35.23	\$36.53	\$37.42	\$38.46	\$39.05	\$39.97	\$41.01	\$41.63
July 1, 2019	\$30.21	\$31.19	\$32.00	\$32.82	\$33.80	\$34.75	\$35.93	\$37.26	\$38.17	\$39.23	\$39.83	\$40.77	\$41.83	\$42.46

Working in Cardiovascular and Peripheral Vascular: A technologist scheduled by the Hospital to work in both Cardiovascular and Peripheral Vascular and a technologist designated by the Hospital as “a floating technologist” to work in both Cardiovascular and Peripheral Vascular will be paid a premium of an additional \$.50 per hour above the Special Imaging classification for the entire shift.

Mammography Technologist: A Mammography Technologist will be paid at the Special Imaging Technologist rate of pay.

Multi-Specialty Imaging Technologist: A technologist will be classified as a Multi-Specialty Imaging Technologist if regularly scheduled to work in two of the following three modalities: (1) Computed Tomography (CT), (2) Magnetic Resonance Imaging (MRI), and (3) Vascular/Cardiovascular.

APPENDIX B: CURRENT PRACTICES FOR PTO SCHEDULING

PTO

CT – PTO is selected by seniority. Vacation is selected by choice once the sign up is posted. Two staff are allowed to be off at the same time so there is rarely a conflict.

MR – Vacation is selected by choice. If current staffing does not allow for two staff to be off at once, the first person to sign up is granted the time off.

IR – From Memorial Day through Labor Day, employees are able to request one week of vacation by seniority. After everyone has had the opportunity to request the first week, the same process is followed for a second week. Thereafter, requests are granted at the convenience of the department up to 2 techs at a time. For all other times, vacations are granted on a first to request basis.

XR – Vacation requests are accepted every 3 months. Vacations are granted by seniority.

CV – PTO requests accepted six months out on a rolling basis and are taken in order of first to request (not including holidays). Department must maintain a minimum of 12 CV techs. At time the schedule is made, vacation is included only to amount of PTO the employee has to cover the request.

CVDS – PTO requests are to be turned in no later than 2 weeks prior to the date requested. If more than one request for same time, it will go to the first to submit the request. Generally not an issue in this small group.

Mammography – PTO requests are submitted during announced bid windows (generally 3 or 4 months at a time) and then granted based on seniority. Requests made outside the bid window are granted based on department needs.

APPENDIX C: CURRENT PRACTICES FOR HOLIDAY SCHEDULING

Holidays

CT – Holidays are selected by seniority.

MR – Holidays are rotated so that all staff take a fair amount of major and minor holidays.

IR – Christmas is rotated by all staff and sign up is by seniority for remaining holidays. They informally keep track of Christmas so that the same person does not get it each year with the understanding that the rotation may pair more experienced techs with less experienced techs. For other holidays, prior to each year the management and staff discuss the holiday schedule for the upcoming year. Holidays are usually awarded/assigned by preference.

XR – Holidays are signed up by seniority (regularly scheduled employees first, then casuals). On the first go-around Techs sign up for one holiday and then it is rotated through again until all open shifts are filled.

CV – Closed on holidays (call only), staff have choice to work another day in the week or take PTO. Staff are assigned call on holidays in rotation. Holiday vacation requests are accepted 3 months prior to the holiday and reviewed at that time. Vacation time is approved based on previously granted holiday time off over the last three years (i.e., those that haven't had the time off in the last three years would be granted time off first). If all requests are equal according to previous holiday time off, the request will be determined by a lot. Alternates are recorded in a request book and have first priority for the time off if additional requests can be granted closer to the holiday. Requests submitted after the approval dates will be approved in the order received.

CVDS – department is closed Thanksgiving, Christmas day, New Year's day, and is scheduled lightly on the day after Thanksgiving. Only inpatients and ED patients are seen on Christmas Eve and New Year's Eve. Holidays are rotated.

Mammography – closed holidays

LETTER OF UNDERSTANDING
between
ABBOTT NORTHWESTERN HOSPITAL
and
SEIU HEALTHCARE MINNESOTA
Subject: Union Steward Issues

In order to clarify the agreement of the parties regarding certain provisions regarding union stewards, the parties agree as follows:

- A. Section 4(A) of the collective bargaining, will not increase the total number of Union Stewards attending new employee orientation. The combined number of Union Stewards from all SEIU-represented bargaining units in the Allina Health system attending new employee orientation will not exceed two (in accordance with current practice between Allina Health and SEIU).
- B. Section 4(B) will not increase the total amount of paid steward time the Hospital provides to all SEIU-represented bargaining units. This bargaining unit's FTEs will not be counted for purposes of determining the amount of paid steward time allocated under the Abbott Northwestern/SEIU service and LPN contracts. However, stewards in the Radiology Technologist bargaining unit may use the paid steward time provided to other SEIU-represented bargaining units at the Hospital.
- C. Section 4(C) will not increase the number of offices the Hospital provides to all SEIU-represented bargaining units. One office will be provided regardless of the number of SEIU-represented bargaining units (in accordance with current practice between Allina Health and SEIU).
- D. The term "reasonable effort" in Sections 4(D) and 4(E) will be applied consistently with the term "every effort" in corresponding sections of other bargaining agreements between Allina Health and SEIU. There is no guarantee that an employee will be released for the union-sponsored training or steward meetings. The patient care and operational needs of the Hospital take priority. Additionally, the term "every" in other bargaining agreements between Allina Health and SEIU has never been applied to literally mean "every"

(examples include, but are not limited to, hiring additional employees to cover shifts, going short-staffed, mandating an employee not scheduled to work, or using agency personnel).

- E. Section 4(F)(1) will not increase the number times per month the Union may use a table in the public corridors. Not more than one time per month will be allowed regardless of the number of SEIU-represented bargaining units at the Hospital (in accordance with current practice between Allina Health and SEIU).
- F. Section 4(F)(2) will not increase the number of bulletin boards provided by the Hospital under the now defunct bargaining agreement with the predecessor union.

AGREED TO:

**ABBOTT NORTHWESTERN
HOSPITAL**

By _____

Its _____

Dated _____

SEIU HEALTHCARE MINNESOTA

By _____

Its _____

Dated _____

ALLINA LABOR RELATIONS

By _____

Its _____

Dated _____

LETTER OF UNDERSTANDING

between

ABBOTT NORTHWESTERN HOSPITAL

and

SEIU HEALTHCARE MINNESOTA

Subject: Recognition of a 20-Year Technologist

A Benefit Eligible Technologist who has worked with the Hospital for 20 years or more with a minimum of 30,000 compensated hours in the bargaining unit will not be required to work or take call on any of the holidays recognized in Section 19(H)(1) of this Agreement. However, all parties recognize that patients are our priority. Each department’s needs must be considered and the size of the department will determine how this exemption will be implemented. If there is an adverse impact to patient care, the Hospital has the right to deny the technologist’s request. A technologist will notify his/her manager by January 1 of each year if the technologist desires to work on any holiday.

AGREED TO:

**ABBOTT NORTHWESTERN
HOSPITAL**

SEIU HEALTHCARE MINNESOTA

By _____

By _____

Its _____

Its _____

Dated _____

Dated _____

ALLINA LABOR RELATIONS

By _____

Its _____

Dated _____

Abbott Northwestern Hospital

and

SEIU Healthcare Minnesota

SUBJECT: Health Insurance

The parties acknowledge that unforeseen changes in the healthcare industry may precipitate review of the “Affordable Health Plan” (currently known as the “Allina First (Alt)” plan) offered to SEIU-represented employees at Allina Health System. The parties agree to establish a joint Healthcare Committee, composed of no more than four (4) representatives chosen by the Allina Health System and no more than four (4) representatives chosen by the SEIU Healthcare Minnesota. Such Healthcare Committee will be responsible for addressing health plan issues, including, but not limited to, requested changes to plan design, healthcare education, plan performance and legislative or regulatory issues that affect health benefits provided to employees. The Director of Benefits for Allina and Assistant to the President of the Union (or their designees) shall co-chair the Healthcare Committee.

The Healthcare Committee shall have the authority to make changes in the plan design to adjust for medical trend, to control for unexpected utilization, and incorporate any changes to legislative or regulatory landscape applicable to the provision of employee benefits.

The parties agree that the plan design will be reviewed and adjusted by the Committee in order to maintain the relative/actuarial value of the plan as of January 1, 2017.

The relative value of the plan may also be adjusted so that the plan is not subjected to the so-called “Cadillac” or excise tax under the Affordable Care Act (or any similar tax, assessment, or other financial penalty in subsequent legislation). In that event, the relative value of the adjusted plan may be lower than the value as of January 1, 2017. To the extent that the Allina First (Alt) plan is subject to the so-called “Cadillac” or excise tax under the Affordable Care Act (or any similar tax, assessment, or other financial penalty in subsequent legislation), the parties agree that the full amount of the tax will be paid by the employees and the premium contributions described in Article 21 will be adjusted so that the full amount of the tax is passed along to the employees.

AGREED TO:

**ABBOTT NORTHWESTERN
HOSPITAL**

By _____

Its _____

Dated _____

SEIU HEALTHCARE MINNESOTA

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ALLINA LABOR RELATIONS

By _____

Its _____

Dated _____

LETTER OF UNDERSTANDING
between
ABBOTT NORTHWESTERN HOSPITAL
and
SEIU HEALTHCARE MINNESOTA
Subject: Lead Pay Grandfather Clauses

The one technologist in Diagnostics who currently works in the Operating Room and currently receives the Special Imaging rate for all compensated hours will continue to receive the Special Imaging rate for all compensated hours.

The three technologists in Diagnostics who currently work as a permanent lead (all regularly scheduled shifts) and currently receive the Special Imaging rate for hours actually worked will continue to receive the Special Imaging rate for hours actually worked.

AGREED TO:

**ABBOTT NORTHWESTERN
HOSPITAL**

By _____

Its _____

Dated _____

SEIU HEALTHCARE MINNESOTA

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Dated _____

ALLINA LABOR RELATIONS

By _____

Its _____

Dated _____

LETTER OF UNDERSTANDING

between

ABBOTT NORTHWESTERN HOSPITAL

and

SEIU HEALTHCARE MINNESOTA

Subject: Implementation of Corrective Action Policy

Abbott Northwestern Hospital and SEIU Healthcare Minnesota have jointly developed a Corrective Action Policy covering technical employees at the Hospital represented by the Union for purposes of collective bargaining. This Letter of Understanding describes the parties' agreement regarding the implementation of this policy.

The Hospital and the Union agree to the following principles regarding the implementation of the Corrective Action Policy:

1. The Corrective Action Policy will become effective on the date of ratification of the first bargaining agreement between the parties.
2. On or after the date of ratification, the level of corrective action issued to an employee under the Corrective Action Policy will be based as follows:
 - a. If an employee has received a coaching/counseling for any offense within the six-month period prior to date of ratification, the employee will be placed at the Level 1 – Coaching step of the corrective action procedure. The Level 1 – Coaching will remain active for six months after the coaching/counseling was initially issued. Any corrective action issued after the date of ratification will be in accordance with the Corrective Action Policy.
 - b. If an employee has received a verbal warning for any offense within the six-month period prior to date of ratification, the employee will be placed at the Level 2 – Verbal Counsel step of the corrective action procedure. The Level 2 – Verbal Counsel will remain active for six months after the verbal warning was issued. Any corrective action issued after the date of ratification will be in accordance with the Corrective Action Policy.

- c. If an employee has received a written warning for any offense within the nine-month period prior to date of ratification the employee will be placed at the Level 3 – Written Counsel step of the corrective action procedure. The Level 3 – Written Counsel will remain active for nine months after written warning was issued. Any corrective action issued after the date of ratification will be in accordance with the Corrective Action Policy.
 - d. If an employee has received a suspension for any offense within the 12-month period prior to Date of ratification, the employee will be placed at the Level 4 – Day of Decision step of the corrective action procedure. The Level 4 – Day of Decision will remain active for 12 months after the suspension was issued. Any corrective action issued after the date of ratification will be in accordance with the Corrective Action Policy.
 - e. Last Chance Agreements signed by the employee and a union representative will remain in full force and effect and will not be affected by the implementation of the Corrective Action Policy
3. Neither this Letter of Understanding nor the Corrective Action Policy will limit the Hospital’s right to discharge or otherwise discipline an employee for a single serious offense or repeated offenses, or to withhold employees from service with or without pay pending an investigation by the Hospital.

AGREED TO:

**ABBOTT NORTHWESTERN
HOSPITAL**

SEIU HEALTHCARE MINNESOTA

By _____

By _____

Its _____

Its _____

Dated _____

Dated _____

ALLINA LABOR RELATIONS

By _____

Its _____

Dated _____