Master Collective Bargaining Agreement

between

Allina Health

on behalf of
Abbott Northwestern Hospital
Buffalo Hospital
Mercy Hospital – Mercy Campus
Mercy Hospital – Unity Campus
Owatonna Hospital
Phillips Eye Institute
St. Francis Regional Medical Center
United Hospital

and

SEIU Healthcare Minnesota

2018 – 2021
Know Your Weingarten Rights:

You have the right to have a Steward present at any meeting that could:

- Lead to Disciplinary Action or Termination
- Affect Your Working Conditions

You must request to have a steward present. Once you have requested a Steward to be present, your employer may:

- Continue asking questions (you don’t have to answer but you do have to stay until dismissed)
- Reschedule the meeting until a Steward can be present
- Find a Steward and continue with the meeting

To find out who your Stewards are, you can look on the Union Bulletin Board or call the Member Action Center (MAC).

Member Action Center is available Monday-Friday from 9am-5pm to assist you in finding stewards and answering questions you may have about the contract or your Union.

MAC Contact Information:
PH: 651-294-8100
MAC@seiuhealthcaremn.org
FX: 651-294-8200

SEIU Healthcare Minnesota Website: You can find your contract and other resources online as well as up-to-date information about the activities of your Union and how you can get involved in shaping the future of working families.

www.seiuhealthcaremn.org
facebook.com/seiuhcmmn
twitter.com/seiuhcmmn
youtube.com/seiuhcmmn
Section 1: Collective Bargaining Agreement between
Abbott Northwestern Hospital
  Buffalo Hospital
Mercy Hospital – Mercy Campus
  Owatonna Hospital
Phillips Eye Institute
St. Francis Regional Medical Center
  United Hospital
  and
SEIU Healthcare Minnesota

Section 2: Collective Bargaining Agreement between
Abbott Northwestern Hospital
  Phillips Eye Institute
  United Hospital
  and
SEIU Healthcare Minnesota

Section 3: Collective Bargaining Agreement between
Phillips Eye Institute
Mercy Hospital – Unity Campus
  and
SEIU Healthcare Minnesota
Collective Bargaining Agreement

between

Abbott Northwestern Hospital
Buffalo Hospital
Mercy Hospital – Mercy Campus
Owatonna Hospital
Phillips Eye Institute
St. Francis Regional Medical Center
United Hospital

and

SEIU Healthcare Minnesota

2018 – 2021
Abbott Northwestern Hospital:
   612-863-6560

Buffalo Hospital:
   763-684-3850

Mercy Hospital:
   763-236-8899

Owatonna Hospital:
   507-977-2572

Phillips Eye Institute:
   612-775-8957

St. Francis Regional Medical Center:
   952-428-2427

United Hospital:
   651-241-5529
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COLLECTIVE BARGAINING AGREEMENT

These Agreements are made and entered into effective on the First day of March 2018, by and between the undersigned Hospitals, hereinafter referred to as Allina, the “Employer(s),” or the “Hospital(s),” and their successors, and SEIU Healthcare Minnesota, hereinafter referred to as “SEIU” or the “Union,” and its successors.

DEFINITIONS

A. Full-Time Employees: Full-time employees are regularly scheduled to work 80 hours per pay period.

B. Part-Time Employees: Part-time employees are regularly scheduled to work less than 80 hours per pay period.

C. Casual Employees: Casual employees are not regularly scheduled to work (0.0 FTE).

D. Abbott New Bargaining Unit Employees: Abbott New Bargaining Unit Employees were included in the bargaining unit at Abbott Northwestern Hospital in NLRB Case Number 18-RC-17513 and are described in Appendix A, Part 2. Unless otherwise specified, terms that apply to all Abbott bargaining unit employees will apply to Abbott New Bargaining Unit Employees.

E. Owatonna Technical Employees: Owatonna Technical Employees are technical employees as defined under the National Labor Relations Act and are described in Appendix D, Part 2. Unless otherwise specified, terms that apply to all Owatonna bargaining unit employees will apply to Owatonna Technical Employees.

F. PEI New Bargaining Unit Employees: PEI New Bargaining Unit Employees were included in the bargaining unit at Phillips Eye Institute in NLRB Case Number 18-RC-17693 and are described in Appendix E, Part 2. Unless otherwise specified, terms that apply to all PEI bargaining unit employees will apply to PEI New Bargaining Unit Employees.

G. Abbott Lab Assistants: Abbott Northwestern Lab Assistants were included in the bargaining unit at Abbott Northwestern Hospital on May 28, 2014 and are described in Appendix A, Part 3. Unless otherwise specified, terms that apply to all Abbott bargaining unit employees will apply to Abbott Northwestern Lab Assistants.

ARTICLE 1
RECOGNITION

The Union shall be the sole representative of all the employees within the bargaining units certified by the National Labor Relations Board or the Minnesota Bureau of Mediation Services, or as previously agreed by the parties, at the Hospitals as follows:
Abbott Northwestern Hospital ("Abbott"): Non-professional employees described in Appendix A, Parts 1, 2, and 3.

Buffalo Hospital ("Buffalo"): Non-professional and business office clerical employees described in Appendix B.

Mercy Hospital – Mercy Campus ("Mercy"): Non-professional employees described in Appendix C.

Owatonna Hospital ("Owatonna"): Non-professional and technical employees described in Appendix D, Parts 1 and 2.

Phillips Eye Institute ("PEI"): Non-professional employees described in Appendix E, Parts 1 and 2.

St. Francis Regional Medical Center ("St. Francis"): Non-professional employees described in Appendix F.

United Hospital ("United"): Non-professional employees described in Appendix G.

(A) **New Classification or Title:** In the event that a new or different classification or title is established at a hospital that is not within the bargaining unit certified by the National Labor Relations Board or the Minnesota Bureau of Mediation Services, 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 Employers 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:** Each 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 Employers or the Union that conflicts with or contradicts any of the provisions of this Agreement.

**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

ABBOTT, BUFFALO, MERCY, PEI, ST. FRANCIS, and UNITED:

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.

OWATONNA:

Except as limited by the written provisions of this Agreement, the management of the Hospital and the direction of the working forces shall be vested solely and exclusively in the Hospital. This provision shall include, but is not limited to, the right to hire; to determine the quality and quantity of work performed; to direct the activities of all employees employed by the Hospital, including staffing and skill mix; to require the observance of the Hospital’s reasonable rules; to discharge employees for just cause provided that the exercise of said rights are not in conflict with this Agreement or applicable credentialing body.

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 the Allina Labor Relations and the Employer, and any changes in Union Stewards shall be reported to the Employer and Allina 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: 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 is defined as 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.

(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) **Paid Union Steward Training:** Allina will release union stewards for up to two days per calendar year for union-sponsored training. Allina will only pay stewards for up to one day per calendar year for the union-sponsored training. If there is a second day, the stewards must either take PTO or take the day unpaid.

Allina will agree to make every effort to release the stewards for the training.

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 Hospitals will make every effort 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:** All employees shall continue to accrue benefits while serving as a member of the union negotiating committee, including PTO time, insurance benefits, seniority, and pension credits, etc. Ninety-days prior to commencement of the negotiations, the parties will meet to jointly determine the process for bargaining and any compensation to be paid to employee-participants.

**ARTICLE 5
PROBATIONARY PERIOD**

The first sixty (60) days of employment of any new full-time employee and the first ninety (90) days of employment of any part-time employee shall be a probationary period, during which the employment of such employee may be terminated with or without cause. The probationary period may be extended for an additional thirty (30) calendar days, provided that the Hospital shall advise the Union in writing of the name or names of employees for whom such extension is desired. The extension request must be received by the Union no later than the fiftieth (50th) calendar day (eightieth (80th) for part-time employees) of the probationary period of the employee involved. The Union may object to such extension by giving written notice to the Hospital within five (5) calendar days following receipt of the notice from the Hospital. If no such written objection is made, the probationary period shall be extended for the additional thirty (30) calendar days.
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 Wavier 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) **Active Period of Corrective Action:** Written notice of corrective action will be removed from an employee’s personnel file, upon the employee’s request, in accordance with the Corrective Action Policy in effect for SEIU bargaining unit employees.

(F) **Employee Notice of Quit:**

OWATONNA:

Any employee who wishes to quit shall give the Hospital fourteen (14) calendar days’ notice, in writing, of intent to terminate employment. The failure to give such notice shall result in the forfeiture of any terminal benefits that would otherwise be due the employee under the terms of this Agreement.
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 Labor Relations.

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:

The employee and/or 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 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 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 Labor Relations, by the Union Representative and/or the Union Steward. The appeal must be submitted to the Director/Vice-President of Allina 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 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.

(D) **Deliberate Violations.**

EXCLUDING ABBOTT LAB ASSISTANTS:

In the event that the Employer deliberately violates the provisions of this Agreement relating to wages, hours of work, seniority rights, job classifications or titles, overtime differentials and vacations, any back pay owed to the employees because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight-time rate or overtime rates. The Arbitrator or the Board of Arbitration shall calculate any cost violations and render the double penalty decision when it is definitely and conclusively shown that the violation was deliberate. Reasonable evidence of clerical errors or honest mistakes in interpretation shall exempt the Employer from the double penalty provisions. In such case the Employer will be required to pay only the actual amount of back pay involved. This paragraph shall be subject to the above provisions of this Article.

**ARTICLE 8**

**CASUAL EMPLOYEES**

(A) **Work Commitment.**

When work is available, casual employees are required to work two shifts per month. One of the required shifts must be: (a) a weekend shift or, (b) an evening, night or variable start time shift, if the casual employee works in a department that has such shifts. Casual employees are not obligated to report to duty each time they are requested to work.

Casual employees who are students must be available to work two shifts per three-month period during months when school is in session. The three-month period will begin at the start of the employee’s school term.
Casual employees assigned call shifts may fulfill these work requirements by either working two shifts per month or by working one shift and one full call shift. Full call shifts will be defined within each individual department.

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

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

**ABBOTT, BUFFALO, MERCY, OWATONNA, PEI, ST. FRANCIS, and UNITED:** Casual employees must be available to work two holidays per year, one of which must be Thanksgiving, Christmas, or New Year’s.

**PEI NEW BARGAINING UNIT EMPLOYEES:** New casual employees hired after September 27, 2010 must be available to work two holidays per year, one of which must be Thanksgiving, Christmas, or New Year’s.

(B) **Competencies.**

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

1. **Regulatory Competencies (Mandatory Annual Training).**

   Casual employees will be expected to complete any required competencies in a timely manner. If the competencies are not timely completed the employee will receive one written notice of the competencies overdue, the process to complete them, and the date they must be completed. Until the casual completes the competencies, he or she will not be scheduled to work. If the employee fails to complete the competencies by the date due, the employee 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 employee 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 an employee does not remain technically competent, the employee 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 employees 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 employee should be terminated, the Hospital will consider the following:

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

(D) Casual employees will be listed on a separate seniority list from regularly scheduled employees.

**ARTICLE 9**

**LEAD EMPLOYEES**

(A) **Lead Defined.**

Leads are bargaining unit Employees who are regularly assigned additional duties under the supervision and direction of a manager, which may include, but are not limited to the following:

1. Direct and check the work of others.
2. Participate in the orientation and/or training of Employees and provide feedback to management.
3. Co-ordinate the workflow among Employees within the work area.
4. Provide technical or functional direction and support to Employees.
5. Inform management on the operational needs of the department.

Besides these duties, Leads must participate in the regular work of their classification within the department.

(B) **Leads Are Not Supervisors.**

Leads do not act in the role of a supervisor and are not given any authority for performance evaluations, disciplinary actions, or decisions to hire or fire bargaining unit Employees.

Also, Leads may not perform the following duties, except according to a jointly pre-approved process in the absence of the department supervisor or manager:
1. Approve requests for time off, schedule changes or additional hours/overtime.

2. Determine sick call replacement.

Current practices will apply until the principles are developed and implemented. Leads may not perform the following duty under any circumstances: maintain time and attendance records. (Documenting sick calls, for example, for a supervisor is not considered maintaining time and attendance records.)

**ARTICLE 10**

**PRECEPTORS /TRAINERS**

(A) **Training:** In order to provide consistent training to new employees:

1. When possible, employees will be assigned a primary and secondary preceptor/trainer to work with the employee through his/her orientation.

2. Each department will maintain an updated training checklist. The Hospital will provide a copy of the checklist to the Union. Each department will also maintain a training packet to help preceptors/trainers prepare and demonstrate competency.

3. The training checklist will be used to train each new employee.

4. Where applicable, leads should conduct the precepting/training. Otherwise, employees should be given the opportunity to volunteer to precept/train.

(B) **Trainers:** Preceptors/trainers must meet the following criteria:

a. The trainer should have at least two years of experience in the job classification at Allina (when possible).

b. The trainer will be an effective listener and communicator.

c. The trainer must demonstrate an interest in training and is committed to Allina and service excellence.

d. The trainer must be in good standing with the Union and meeting the performance expectations of Allina.

e. The trainer must consistently meet their work agreement.

(C) Preceptors/trainers will be allowed adequate time to train new employees properly.

**ABBOTT LAB ASSISTANTS:**
It is the best practice to utilize lab assistants who have worked in the department for six (6) months and have completed their training checklists to train new employees. However, training other is an expectation of all lab assistants and there may be occasions when a lab assistant who has not the preceding criteria is asked to train another in an area s/he is competent in.

**ARTICLE 11**

**UNIFORMS / SHOES**

(A) **Uniform Allowance:** If the Hospital requires, suggests, or in any way indicates the desirability or requirement of wearing apparel of a particular color, pattern, design, or material, then the Employer shall furnish the same without cost to the employee or pay to such employee a uniform allowance as follows:

(1) **Initial Uniform Allowance Upon Hire:** All new employees hired in job classifications in which uniforms are required and who are regularly scheduled to work twenty (20) or more hours per week shall receive an initial uniform allowance according to this schedule:

The uniform allowance amounts listed shall be as follows:

- hired during March, April, or May  
  $130.00

- hired during June, July, or August  
  $101.25

- hired during September, October, or November  
  $  72.50

- hired during December, January, or February  
  $  43.75

(2) **Annual Uniform Allowance:** On March 1 following the initial date of employment, employees shall receive uniform allowances as follows:

- full time employees  
  $130.00

- part time employees scheduled to work twenty (20) or more hours per week  
  $100.00

(3) For employees regularly scheduled to work less than twenty (20) hours per week, the Hospital shall furnish one (1) uniform each contract year. The employee shall return the uniform to the Hospital upon termination of employment.

(4) Employees may use their uniform allowance to purchase shoes.

(5) 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.

(6) 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, the 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.

(7) 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) **Shoe Allowance:**

ABBOTT, MERCY, PEI, and UNITED: Employees who are provided with scrubs paid for by the hospital will receive $50.00 annually for the purchase of shoes.

(C) **Shoes.**

(1) The Hospitals agree that bargaining unit employees will not be required to leave their shoes at work.

(2) UNITED: The Hospital will continue the practice of supplying safety shoes for the employees working in the maintenance department at United Hospital in the classifications of Building Maintenance I and II.

ARTICLE 12
WORKING CONDITIONS

(A) **Dining and Locker Facilities:**

ABBOTT, MERCY, PEI, and UNITED: Where employees bring their lunch, a dining room and locker facilities shall be available for their convenience.

OWATONNA: Dining and locker facilities shall be available for employees.

ST. FRANCIS: Employees needing to change clothes for work will have a secure place to put purses, coats, clothes, etc. For all other employees, the Employer will provide either lockers or a secure place to put personal items during work hours.

(B) **Accidental Dish/Equipment Breakage:**

ABBOTT, BUFFALO, MERCY, PEI, ST. FRANCIS, and UNITED: Employees shall not be held liable for accidental breaking of dishes/equipment during the course of their duties. However, this shall not apply to an employee who continuously breaks dishes due to carelessness or negligence.
OWATONNA: Employees shall not be held liable for accidental breakage of equipment during the course of their duties.

(C) Parking:

ABBOTT, PEI, and UNITED: Subject to the Internal Revenue Code and applicable regulations, employees may participate in Allina’s Pre-Tax Transit Program (as it may be amended from time to time by the employer).

OWATONNA and ST. FRANCIS: The Employer shall continue to provide free and safe parking to all employees.

(D) Maintenance of Benefits:

ABBOTT (EXCLUDING ABBOTT LAB ASSISTANTS), BUFFALO, PEI, and UNITED: Where wages, hours and other conditions specifically covered by this Agreement are lower than those now received by an individual employee, such employee shall not have such conditions reduced by the execution of this Agreement.

No Lowering or Better Conditions or Wages Because of Contract:

MERCY: No employee shall suffer a reduction in pay or lose a better working condition, cost or non-cost, because of anything covered in this Contract nor shall an employee be deprived of any increase or better benefit outlined herein. No employee receiving in excess of the herein outlined wage rates or any better condition shall suffer a loss of such higher rate or better working condition by reason of anything in this contract.

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 above fifteen (15) minute rest period shall be included in the regular workday.

The Union and the Hospitals have a joint interest in employees being able to take their breaks. If a department has a pattern of inability to take breaks and the employees have attempted to resolve this issue with leadership when it occurs, without success, a team including the affected employee(s), the leader and the steward will meet to solve the problem. A pattern is defined as one or more missed breaks, each week, for four (4) consecutive weeks.

(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.
OWATONNA and ST. FRANCIS: An employee will not be required to remain on the unit/department/hospital/clinic or be available for work during any unpaid meal break.

(C) Employees shall be entitled to uninterrupted relief and meal periods. To achieve this, each station/department will jointly be accountable for the development of a break plan (this will include the definition of a break and coverage available for employees to receive breaks).

(D) Leaving the Grounds:

BUFFALO: Employees who leave the Hospital grounds during relief periods are required to swipe out. Employees may waive one-half hour meal break and work a straight eight-hour schedule, provided that the employee signs a waiver when the employee is first assigned to work the straight eight-hour schedule.

OWATONNA: Employees who leave the Hospital grounds during relief periods are required to swipe out.

ARTICLE 14
HOURS OF WORK AND OVERTIME

(A) Standard Pay Period (8 and 80): 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). Eight and one-half (8 1/2) hours shall constitute a day’s work (includes 1/2 hour unpaid meal break). 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.

<table>
<thead>
<tr>
<th>HOURS WORKED</th>
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</thead>
<tbody>
<tr>
<td>Up to 8 hours per day</td>
<td>Regular rate of pay</td>
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<tr>
<td>Greater than 8 hours and up to 12 hours per day</td>
<td>One and one-half (1-1/2) times the regular rate of pay</td>
</tr>
<tr>
<td>Over 80 hours in a pay period</td>
<td>One and one-half (1-1/2) times the regular rate of pay</td>
</tr>
<tr>
<td>Over 12 consecutive hours in a day</td>
<td>Two (2) times the regular rate of pay</td>
</tr>
</tbody>
</table>

Employees may not work more than one hundred twenty (120) hours in a pay period.

If an employee is scheduled to work more than seven (7) consecutive days, such scheduled days will be paid at time and one-half (1-1/2). After the schedule is posted, an employee
may request to work more than seven (7) consecutive days. Said employee shall be paid at regular straight time pay unless the extra shift is in addition to eight (8) hours worked in a day or eighty (80) hours worked in a two-week pay period. The Employer and employee may mutually agree to a schedule of more than seven (7) days without overtime when it meets the mutual interests of both parties.

The alternative work period will be set on the basis of forty (40) hours worked during any one week. If such schedule is worked, no overtime will be paid for time worked in excess of eight (8) hours during a workday. An employee who works in excess of twelve (12) consecutive hours shall receive double-time the employee’s regular straight time hourly rate for such excess hours.

ABBOTT, BUFFALO, OWATONNA, PEI, and UNITED: If an employee volunteers to work on his/her scheduled day off, the employee will be paid at his/her regular rate of pay unless the extra shift is over eighty (80) hours in a two-week pay period. If an employee is mandated to work on his or her day off, the employee will be paid at time and one-half (1-1/2).

(B) Scheduling.

ABBOTT, BUFFALO, MERCY, PEI, and UNITED:

(1) Scheduling Pattern: The general pattern of scheduling shall be such that all employees shall have at least two (2) Sundays off per calendar month, together with a day consecutive therewith, and two (2) consecutive days off during the alternate week. All employees shall have an absolute, unqualified right to elect to work pursuant to the general pattern of scheduling. Notwithstanding said right, an employee may, by mutual agreement with the Hospital, elect to work a scheduling pattern providing for nonconsecutive days off in the alternate week.

Employees shall have a minimum of alternate weekends, Saturday and Sunday (night shift = Friday, Saturday) off unless an alternative schedule is agreed to.

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.

The scheduling provisions contained herein shall not apply to part-time employees regularly scheduled to work forty-eight (48) hours or less in a two-week pay period.

(2) Posting of Schedules: The hospital shall post work schedules at least fourteen (14) calendar days in advance of the workweek. Changes in posted, block, or weekend schedules will not be made without notification to the employee(s) affected. Notice shall be given within a reasonable time, and in person or by phone to the employee(s).
(3) **Scheduling Guarantee:** Where any department as a whole is now working less than seven (7) consecutive days, the work schedule of such department shall not be changed except by mutual agreement between the Hospital and the Union, except that this sentence shall not apply to employees required for surgical emergencies.

(4) **Workweek to Conform to Notices:** Workweek schedules in conformity with this Agreement shall be furnished to the Union within fifteen (15) days of the execution of this Agreement. Any proposed workweek schedules shall likewise be in conformity with this Agreement and shall be furnished to the Union at least fifteen (15) days before the effective date of such proposed change.

If within such fifteen (15) day period the Union shall file written objections to such proposed change with the Hospital, the effective date of such change shall be postponed pending the submission of the objections to a Board of Arbitration consisting of one (1) member selected by the Employer, one (1) member selected by the Union, and a third member selected by the Director of the Federal Mediation and Conciliation Service. Such third member shall serve as impartial chairman. The decision or award by said arbitrators, or a majority of them, shall be final and binding upon the parties. Provided, however, that the decision of the Arbitration Board to be final and binding must be served in writing upon the parties within thirty (30) days of the originally proposed effective date of the schedule change; otherwise, said decision shall be a nullity and of no legal effect, and the Hospital shall have the right to effectuate said proposed workweek schedule. The expense of the Board of Arbitration shall be borne by the parties equally.

**OWATONNA:**

The Union will be notified and given an opportunity to discuss changes with the Employer prior to implementation.

(1) If an employee is scheduled to work more than seven (7) consecutive days, such scheduled days will be paid at time and one-half (1-1/2). The Employer and employee may mutually agree to a schedule of more than seven (7) days without overtime when it meets the mutual interests of both parties.

(2) For departments that have rotating shifts, an employee shall not be required to work more than two (2) out of three (3) shifts, (days, evenings, or nights).

(3) Consistent with patient care needs, the Employer shall offer the following work agreements: day/evening, day/night, evening/night, straight days, straight evening, and straight nights. For job classifications that have straight day shifts, those work agreements will continue and be offered on a seniority basis.

(4) For job classifications that are required to work weekends, each employee in the job classification shall share equally in the weekend rotation up to a maximum of
working every-other weekend, unless agreed to between the employee and the Employer.

(5) The Employer will first offer additional hours on a volunteer basis by seniority. The Employer will only mandate employees to work additional hours as a last resort in reverse order of seniority. If the need to mandate additional hours should occur on a regular basis, the Employer and the Union shall meet to develop a process to cover the work.

(6) The following applies unless an alternative and/or flexible schedule is agreed to:

(a) 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 any one (1) week, provided that not more than ten (10) days of work are scheduled in any two (2) week pay period.

(b) The Employer shall make every effort to schedule employees working a schedule of every other weekend and rotating shifts to not work the Friday evening or Friday night before their scheduled weekend off.

(7) **Posting of Schedules:** The Employer shall post work schedules at least fourteen (14) calendar days in advance of the workweek. Changes in posted, block, or weekend schedules will not be made without notification to the employee(s) affected. Notice shall be given within a reasonable time, and in person or by phone to the employee(s).

**ST. FRANCIS:**

(1) 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 any one (1) week, provided that not more than ten (10) days of work are scheduled in any two (2) week pay period.

(2) For departments that have rotating shifts, an employee shall not be required to work more than two (2) out of three (3) shifts, (days, evenings, or nights). As positions become available, employees shall be given the opportunity by seniority to work day/evenings, day/nights, evening/ nights, straight evenings, or straight nights. For departments that have straight day shifts, those shifts will continue to be offered on a seniority basis.

(3) The Employer shall make every effort to schedule employees working a schedule of every other weekend and rotating shifts to not work the Friday evening or Friday night shift before his/her scheduled weekend off unless an alternative schedule is agreed to. This change shall not disrupt other employee schedules or patient care.

(4) Employees shall have a minimum of alternate weekends, Saturday and Sunday (night shift = Friday, Saturday) off unless an alternative schedule is agreed to.
(5) If it is determined that departments with Monday through Friday schedules, or with reduced weekend schedules, need to increase weekend hours, such hours shall be posted for bid. In the event there are no internal applicants, the Employer may hire for the position or it will be assigned in reverse order of seniority.

(6) The Hospital will not mandate employees to work additional hours. If the need should change in the future, the Employer and Union shall meet to develop a process.

(7) **Posting of Schedules:** The Hospital shall post work schedules at least fourteen (14) calendar days in advance of the workweek. Changes in posted, block, or weekend schedules will not be made without notification to the employee(s) affected. Notice shall be given within a reasonable time, and in person or by phone to the employee(s).

(C) **Overtime Scheduling:**

**ABBOTT, BUFFALO, MERCY, PEI, and UNITED:**

Employees shall not be required to take time off in lieu of overtime pay. To meet the above-scheduled hours, Sunday hours may be reduced. Work hours on Saturdays and Sundays shall not be increased by reason of anything contained in this Agreement.

**OWATONNA and ST. FRANCIS:**

Employees shall not be required to take time off in lieu of overtime pay.

(D) **No Split Shifts.**

**ABBOTT, MERCY, PEI, ST. FRANCIS, and UNITED:** There shall be no split shifts; however, the Union agrees it will make exceptions in this respect on the basis of individual hospital negotiations.

**OWATONNA:** No employee shall be required to work split shifts.

(E) **12 Hours Between Shifts / Doublebacks.**

**ABBOTT, MERCY, PEI, ST. FRANCIS, and UNITED:** There shall be at least twelve (12) hours between shifts. Employees who agree to work with less than twelve (12) hours between shifts due to hospital need, including open shifts and available extra hours, shall be paid double back pay at the rate of time and one-half for the hours worked between the time of return and the end of the 12-hour period. This provision shall not apply as a result of employees trading hours or an employee initiated schedule change.

**OWATONNA:** There shall be at least twelve (12) hours between shifts. Employees who agree to work with less than twelve (12) hours between shifts due to Hospital need,
including open shifts and available extra hours, shall be paid double back pay at the rate of time and one-half for the hours worked between the time of return and the end of the 12-hour period. Double back payments will not be duplicated with overtime, call back pay, or any other premium pay. This provision shall not apply as a result of employees trading hours, or an employee initiated change.

(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 straight shifts and/or no weekend shifts when that becomes possible. The employee will submit a written request to his/her manager. The employee, manager, Union, and Human Resources will meet to discuss how to grant this request considering the feasibility and impact of the change on patient care, the work of the department, the effect on other employees, and whether to proceed with creating the opportunity. 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.**

Schedules shall be posted with known holes up to six (6) weeks in advance to the start of the schedule. At the same time, an availability list will be posted for five (5) calendar days. On the sixth (6th) day, the availability list will come down, the holes will be filled as outlined below and a new schedule will be posted.

In order to be eligible for extra shifts and in order to exercise seniority rights, employees must sign the availability list.

Availability lists will be posted in each department. Nursing availability lists will be posted in the staffing office, with the exception of Closed Units such as SARS, PACU, Ambulatory Care, etc., which will post their own lists in their units.

Extra hours will be filled on the following basis from the availability list:

1. Non-overtime, most senior employee in a classification (regularly scheduled employees first, then casual employees).
2. Overtime, most senior employee in a classification (regularly scheduled first, then casual).
3. Non-overtime, most senior qualified employee outside a classification (regularly scheduled first, then casual).
4. Overtime, most senior qualified employee outside a classification (regularly scheduled first, then casual).
After filling extra hours from the employees signed-up on the availability list, the Hospital will:

5. Award extra hours to whomever else will work within that job classification, including those not scheduled to work that day or those who are scheduled to work later on a later shift. (Seniority might not be a determining factor in the number five (5) because employees had the right to exercise their seniority rights by signing the availability lists as outlined in numbers 1-4 above.)

6. Same day holes as a result of sick calls, etc., will be filled via the availability list and process as referenced above. Same day calls to staffing personnel shall fall into number five (5) above and seniority might not be a determining factor in awarding extra hours because seniority rights can only be exercised by signing the availability list.

(H) Flexible Scheduling.

The Hospital and Union may agree upon non-traditional patterns of work schedules, staying within safe working guidelines. Participation in flexible scheduling programs will be voluntary and will be awarded by seniority. Flexible scheduling can include, but is not limited to, a 10 or 12 Hour Shift Program and a Weekend Scheduling Program.

(1) Ten or Twelve Hour Shifts.

The Hospital may establish flexible scheduling plans based on department need and employee interest that provide for work schedules of 10 or 12 hour shifts. Plans established under this section shall be subject to the following conditions:

a. Upon request from employees or leaders, a department may create 10 or 12 hour shifts. If requested, the interested parties (consisting of the department leaders, union representative, and employees) will meet and jointly explore the 10 or 12 hour shift option and develop parameters for such shifts. The parameters shall be reduced to writing and may include a trial period.

b. An employee may only work the 10 or 12 hour shift voluntarily and if mutually agreed between the employer and employee. The employee must sign a written agreement that the employee voluntarily agreed to work the 10 or 12 hour flexible work schedule. Non-participating employees within a department will remain on eight hour shifts.

c. If a replacement is required because the employee is absent, the 10 or 12 hour shift may be split up into two five-hour shifts or two six-hour shifts. An employee in the 10 to 12 hour shift program may also 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.
d. 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.

e. An employee may agree to work shifts in addition to those he or she is scheduled under the 10 or 12 hour shift program in accordance with the Extra Hours Section of this Agreement.

f. An employee may revoke her or his consent to the 10 or 12 hour shift pursuant to this program by giving the Hospital written notice of six weeks or a period of time equal to the length of time normally covered by the Hospital’s posted schedule of work hours, whichever is less, prior to the revocation. The employee shall be entitled to return to an open position for which the employee is qualified under the Job Vacancies Article in this Agreement. The Hospital shall likewise give an employee notice of equal length in the event the 10 or 12 hour shift is discontinued. If the Hospital discontinues a 10 or 12 hour shift for an employee, the Hospital will place the employee in the regular schedule at the same FTE status and as close to a shift match as possible to the shift worked under the program.

g. The basic work period shall be forty (40) hours per week. Employees working under the 10 or 12 hour shift program will be paid overtime as provided in the following table, and not as described in the Standard Pay Period Section of this Agreement:

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<thead>
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<td>Regular rate of pay</td>
</tr>
<tr>
<td>Greater than scheduled hours but less than 12 hours</td>
<td>One and one-half (1 1/2) times the regular rate of pay</td>
</tr>
<tr>
<td>Over 40 hours in a week</td>
<td>One and one-half (1 1/2) times the regular rate of pay</td>
</tr>
<tr>
<td>Over 12 consecutive hours in a day</td>
<td>Two (2) times the regular rate of pay</td>
</tr>
</tbody>
</table>

h. Evening shift differential shall be paid for all hours of the shift where 50 percent or more of the hours are worked after 3:00 p.m. and before 11:00 p.m. Night shift differential shall be paid for all hours of the shift where 50 percent or more of the hours are worked after 11:00 p.m. and before 7:00 a.m.

i. If at any time, no current employees want to participate in the program (if all employees in the program have revoked their consent and vacancies
cannot be filled by current employees), the parties will review whether the program should be continued.

(2) **Weekend Scheduling Program.**

The Hospital may establish flexible scheduling plans based on department need and employee interest that provide for work schedules of two 12-hour shifts (Saturday and Sunday), three 8-hour shifts (Friday, Saturday, and Sunday), or three 12-hour shifts (Friday, Saturday, and Sunday) every weekend (or any combination thereof). An employee may agree to work additional shifts, but such agreement shall not be a condition of being accepted for the Weekend Scheduling Program.

The benefits of this program may include: decreased weekend overtime, increases in the number of Monday through Friday positions, more weekends off for more senior employees, reduced sick calls on the weekends, and a preferred scheduling option for some employees.

Plans established under this section shall be subject to the following conditions:

a. Upon request from employees or leaders, a department may create a flexible weekend schedule. If requested, the interested parties (consisting of the department leaders, union representative, and employees) will meet and jointly explore the flexible weekend schedule option and develop parameters for such shifts. The parameters shall be reduced to writing and may include a trial period.

b. The Weekend Scheduling Program developed under this program shall be within the period between 7:00 a.m. Friday and 7:00 a.m. Monday.

c. An employee electing this program will be scheduled to work two 12-hour shifts, three 8-hour shifts, or three 12-hour shifts on consecutive days during the above period on every weekend. The employee will receive their regular rate of pay plus an hourly differential to be negotiated between the Hospital and the Union for each hour worked under this agreement. All hours worked in addition to the Weekend Scheduling Program plan will be paid at the regular rate of pay unless overtime rates of pay apply. Employees designated as lead will continue to receive such pay in addition to the Weekend Scheduling Program.

d. An employee working two 12-hour shifts, three 8-hour shifts, or three 12-hour shifts (or any combination) on the Weekend Scheduling Program shall be credited for each hour worked toward accumulation of all contractually provided benefits, including pension.

e. Low need days will be determined in accordance with the Reductions Other Than Lay Off Article in this Agreement.
f. PTO used shall be paid and be deducted from the employee’s accumulated PTO bank at the same rate as it is accrued.

g. Based on the operational needs of the department, holidays may be scheduled for eight hour shifts or 10 or 12 hour shifts. If 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. Holiday pay shall be based on the number of hours worked on each holiday.

h. Sections of this Agreement relating to the Weekend Bonus, the Weekend Premium, and Shift Differential, shall not apply to shifts worked under the Weekend Scheduling Program, but will apply to any additional weekend shifts an employee agrees to work.

i. The basic work period shall be forty (40) hours per week. Employees working under the 10 or 12 hour shift program will be paid overtime as provided in the following table, and not as described in the Standard Pay Period Section of this Agreement:

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

j. An employee may revoke her or his consent to the Weekend Scheduling Program pursuant to this program by giving the Hospital written notice of six weeks or a period of time equal to the length of time normally covered by the Hospital’s posted schedule of work hours, whichever is less, prior to the revocation. The employee shall be entitled to return to an open position for which the employee is qualified under the Job Vacancies Article in this Agreement. The Hospital shall likewise give an employee notice of equal length in the event the Weekend Scheduling Program is discontinued. The employee and leader will meet to discuss options available to the employee. If the Hospital discontinues a Weekend Scheduling Program for an employee, the Hospital will place the employee in the regular schedule at the same FTE status and as close to a shift match as possible to the shift worked under the Program.

k. If the Hospital or Union determines that a pilot or trial period is necessary, the Hospital will designate a specific time frame of the pilot or trial period
(not to exceed six months). If the Program is discontinued, at the conclusion of the pilot or trial period, the employee shall be returned to the position he or she held prior to the pilot period.

1. An employee participating in this Weekend Scheduling Program may, with Hospital approval, trade hours with an employee who is not on a Weekend Scheduling Program. Each employee involved in the trade will be paid at that employee’s regular rate of pay excluding the Weekend Scheduling Program premium and in accordance with that employee’s standard for overtime eligibility. An employee on a Weekend Scheduling Program who trades hours with another employee who is scheduled to work between 7:00 a.m. Friday and 7:00 a.m. Monday shall continue to receive pay as set forth in this subsection. Any employee who agrees to work a scheduled shift for an employee on a Weekend Scheduling Program shall be paid at the rate of pay the employee would otherwise receive for weekend work.

m. An employee may take up to six whole weekends (four of which may be taken consecutively), in addition to four other shifts during each calendar year. Exceptions may be made on an individual basis by the manager and employee to ensure that the employee may take accrued PTO.

(3) 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. ABBOTT, BUFFALO, MERCY, PEI, ST. FRANCIS, and UNITED: An employee may give away four (4) shifts per year.

    OWATONNA: An employee may give away two (2) shifts per year. During the term of this Agreement, the Hospital and Union may agree to increase the number of give away shifts available to four (4) if the parties determine the program is working.

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) **Increases in Work Agreement:** If a regularly scheduled employee works above his/her work agreement for a minimum of six (6) consecutive months, the employee may request a change in his/her work agreement. (The hours worked above the work agreement do not include unscheduled absences, PTO, leaves of absence, give away shifts, and hours from posted but unfilled positions). The employee who requests a change in his/her work agreement and meets the criteria as stated above will be the employee awarded the extra hours.

(K) **Decreases in Work Agreement:** If the employee works below his/her work agreement for a six (6) month consecutive period of time, management may reduce the work agreement after evaluation and consultation with the employee. Low need days do not apply.

An employee may decrease their FTE upon mutual agreement between employee and their manager and/or by bidding on an open position. Requests for reduction in FTE will be discussed by management, union representative and employee taking into consideration our mutual commitment to preserve FTE and benefit eligible positions. Management will respond to the union and employee within 2 weeks. If denied, management must identify the business reason(s) for denial.

(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) **Floating:** Nursing Assistants, Patient Care Associates, Patient Care Techs, and Operations Techs who either (1) have work agreements of 0.5 FTE or above and have 20 or more consecutive years of service with the Hospital, or (2) have accumulated 41,600 hours of seniority, will not float unless no other eligible, qualified employee in the same job classification available to float. However, if the eligible, qualified employees available to float are those referenced above, they would be given the option to voluntarily float. If there are no volunteers, the employee with the lowest seniority hours is required to float. Otherwise, floating for NAs, PCAs, PCTs, and Op-Techs will be on a rotating basis.

**MERCY:**

(1) Each unit will maintain a current list of their employees by job classification to record the date on which an employee floats to another unit. New employees will be added to the list and floating rotations.

(2) All employees will be expected to float in turn. An exception may occur in order to provide needed technical skills for patient care.
Advance Notice – Four/Two Hour Work Guarantee:

ABBOTT, MERCY, OWATONNA, PEI, ST. FRANCIS, and UNITED:

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.

BUFFALO:

Employees required to report for work will be guaranteed at least two (2) hours work/pay. Any work over two (2) hours shall be paid for at the regular rate.

Employees will not be scheduled to work shifts of less than four (4) hours. The foregoing provision shall not apply to any employee who desires to, or prefers to, work less than four (4) hours.

Call-In Pay:

ST. FRANCIS: An employee called to work while on call or an employee who is not on call but who voluntarily agrees to return to work hours not regularly scheduled, will be guaranteed a minimum of four (4) hours pay.

Call Back Pay:

OWATONNA: An employee who has been assigned call and who is called to work while on call will be guaranteed a minimum of three (3) hours of pay. Call back pay will not be duplicated with any other premium pay.

Cancelled Shift Pay:

OWATONNA: Employees will be given a minimum of two (2) hours notice of a cancelled shift. If the employee does not receive at least two (2) hours notice, the employee will receive two (2) hours of pay.

ARTICLE 15
SENIORITY

Definition:

Seniority will be determined by the employees’ most recent date of hire into a bargaining unit position at the employee’s current Allina facility (as of January 2, 2010), 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 (effective August 1, 2008):

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 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 or more 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:

ABBOTT, BUFFALO, MERCY, PEI, ST. FRANCIS, and UNITED: 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.

(H) Negotiations:

Negotiations may take place by mutual agreement between the Union and an individual Hospital interested in combining similar jobs (or job classifications) within the contract for the purposes of seniority accrual. This is to allow for employees under such job classifications to work in either classification without a loss of seniority.

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:**

**ABBOTT, BUFFALO, MERCY, PEI, ST. FRANCIS, and UNITED:**

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.

**OWATONNA:**

No employee shall be required to take more than twelve (12) occurrences or ninety-six (96) hours of involuntary low-need days per calendar year. Involuntary low need days shall be taken on a rotating basis in reverse order of seniority. An employee, who volunteers for a low need day and is next in line for an involuntary low need day in the same pay period, shall be skipped for that rotation.

When 60 percent of the low need days in the caps 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, except that special capabilities may be considered for positions requiring special skills. Laid off employees shall be given the opportunity to return to work in a previous classification held by such employee on the basis of the seniority the employee earned in the previous classification. 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.

(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. An employee shall be allowed up to 14 calendar days from the date the Hospital issues a notice of recall to report to work. (Employees on recall status will be responsible for providing current contact information to the Hospital and for being accessible while on lay off status.)

ST. FRANCIS: An offer of intermittent shifts shall not be construed or reported as an offer of work for purposes of unemployment compensation.

(C) Timeline:

a. At least 60 days prior to a reduction, the Hospital will notify the Union that a reduction in employees (or FTEs) may potentially be required.

b. At least 50 days prior to a reduction, the Hospital will provide the Union with a list of job classifications that will be impacted by the reduction and the number of positions (or FTEs) in each classification.

c. At least 44 days before a reduction, the Hospital will provide the Union with a revised work schedule and up-to-date seniority lists for the job classifications and areas/departments where a reduction could occur.

d. Between 35 and 30 days prior to a reduction, the Hospital will conduct a rebid of positions or use other reduction procedures in the affected job classifications and areas/departments.

e. After the re-bid or other reduction process, the Hospital will provide employees with at least thirty (30) calendar days’ notice of layoff or pay in lieu thereof.

f. At day zero, employees displaced through the re-bid/reduction process will be laid off.

(D) Reducing Impact of Reductions: After the Hospital provides the initial notice that reductions may occur, but before the re-bid or other reduction process, the Hospital and
Union will meet to discuss potential options for reducing the impact of any reductions. These options may include offering employees the following:

- Encourage and support educational opportunities.
- Priority placement for transfers to other positions.
- Voluntary reduction of FTE.
- Leaves of absence.
- Early retirement for those who qualify.
- The parties may also discuss leaves of absence with pro-rated payments of health insurance premiums.

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. 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 employees bid on vacancies or new positions in the employee’s same classification.

(1) **Posting of Vacancies:** All job vacancies within the bargaining unit shall be posted by the Employer for seven (7) calendar days in a manner and/or in location(s) accessible and visible to all Employees. Job vacancies shall be posted in the department where the vacancy exists. Postings shall include the following information:

a. Minimum qualifications based on the job requirements.

b. Classification, facility, FTE status, shift, department, and starting wage.

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.
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.

For purposes of Item b, an employee will be on “lay off status” if: (1) the employee has received a notice lay off and is waiting for the effective date of the lay off, and (2) the employee has been laid off and still has recall rights.

Such employees on “lay off status” as described who take another position will have their pay “red-circled” at the rate for the position from which they were laid off, provided that the employee’s pay in the new position is lower than the employee’s pay in the position the employee vacated.

Pay will remain at the red-circled rate until such time as the rate of pay in the new position is equal to or greater than the employee’s red-circled pay. However, no employee will remain at the red-circled rate for more than one year after the employee takes the position. At the end of the one-year period, the employee will receive the rate of pay for the classification in which he/she is working.

(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 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.

(C) **Transfers Between Bargaining Units:**

For employees who transfer from one SEIU-represented bargaining unit position to another:

1. Pay level (i.e. step level) remains the same in the new position.
2. Benefit accrual rates for Paid Time Off and Frozen Sick Leave transfer with the employee, as do the existing PTO and Frozen Sick Leave balances.
3. Benefits eligibility is not interrupted (e.g., waiting periods for insurance will not start over).
4. Seniority freezes in the current job classification and starts over in a new classification or in the same classification. (Expires on August 1, 2008)
5. The employee personnel file transfers, including any existing disciplinary action.
6. There is no probationary period that is in effect in transfer situations.
7. Employees who are offered a new position can, prior to acceptance of the position, shadow an employee in the classification in the new department/facility in order to determine whether they want to accept the position. An employee can be paid up to a full shift of eight hours to participate in this job shadowing.
8. PEI NEW BARGAINING UNIT EMPLOYEES: Employees transferring into PEI with a higher rate of pay shall be red-circled. Employees transferring from PEI will be placed on the relevant new wage scale that includes their experience credit and seniority with Allina.

(D) **Full-Time Jobs:**

ABBOTT, BUFFALO, OWATONNA, PEI, ST. FRANCIS and UNITED:

It is usually in the mutual interest of the parties to preserve and create full-time positions. Quarterly, the parties will review the overall percentages of full-time employees and if the percentages have fallen, the parties will jointly problem-solve methods to maintain the higher percentage.

MERCY:

It is usually in the mutual interest of the parties to preserve and create full-time positions. Accordingly, when a full-time vacancy occurs, the Hospital will first post the job as full-time before breaking it into part-time jobs, unless this is required to meet weekend coverage. If a full-time position is vacated and full-time hours no longer exist for that position, the Hospital, when feasible, will combine the remaining hours with other part-time positions to create a full-time job. When a full-time employee is granted a leave of six (6) weeks or more, the Hospital will post his or her job, if the census allows, as “Temporary Full-time.” When a part-time job is vacated, if feasible, the Hospital will post the newly available hours to allow part-time employees to increase their scheduled hours.

Quarterly, the Hospital will review the overall percentages of full-time employees and if the percentages have fallen, the parties will jointly problem-solve methods to maintain the higher percentage. On a quarterly basis, the employee may request a review of his/her work hour status. The review will include a meeting with the employee’s manager and union representative to determine the appropriateness of a status change.

If the Hospital plans to decrease full-time jobs, the Hospital will meet with the Union to explore options.
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 classified as a 0.5 FTE work agreement or greater (i.e., 20 hours or more per week). 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 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.

ST. FRANCIS: The above eligibility guidelines are effective June 1, 2008 for any new employees. For employees who were PTO-eligible prior to June 1, 2008, the changes will be grandfathered as follows:

- Casual Employees – No longer eligibility to accrue PTO.
- 0.1 to 0.49 FTE Employees – Grandfathered into the current PTO plan with accruals in effect at St. Francis as of February 29, 2008 (See Appendix H).

SEIU and Allina will work together to develop a process by which current 0.1 to 0.49 FTE employees may, if possible, be moved to a 0.5 FTE status.

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

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Accrual Rate/Hour</th>
<th>Maximum Accrual Rate/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-4 years</td>
<td>.0925</td>
<td>192.40</td>
</tr>
<tr>
<td>5-8 years</td>
<td>.1117</td>
<td>232.34</td>
</tr>
<tr>
<td>9-14 years</td>
<td>.1309</td>
<td>272.27</td>
</tr>
<tr>
<td>15 years</td>
<td>.1350</td>
<td>280.80</td>
</tr>
<tr>
<td>16 years</td>
<td>.1380</td>
<td>287.00</td>
</tr>
<tr>
<td>17 years</td>
<td>.1420</td>
<td>295.36</td>
</tr>
<tr>
<td>18 years</td>
<td>.1460</td>
<td>303.68</td>
</tr>
<tr>
<td>19 or more years</td>
<td>.1590</td>
<td>330.72</td>
</tr>
</tbody>
</table>
PTO accrues each pay period based on compensated hours to an annual maximum based on an employee’s length of service with Allina 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 provided in the Use of PTO on Holidays Subsection in this Article.

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 360 hours.

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, parent, grand-parent, step-parent, or sibling 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 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.

This section does not apply to holiday scheduling.
REQUESTING PTO:

ABBOTT, BUFFALO, MERCY, PEI, ST. FRANCIS, and UNITED:

(a) **PTO Request/Granting Period:**
PTO vacation requests for May 1 through October 31 shall be submitted between January 1 and March 1, and the Hospital shall grant according to seniority and post by April 1. Requests for PTO during November 1 through April 30 shall be submitted between July 1 and September 1. The Hospital will grant according to seniority and post by October 1. There will be no change of any scheduled PTO time, except by mutual agreement between the affected employee or employees and the Employer.

(b) **Requesting Outside the Bid Periods:**
Employees submitting PTO requests outside the bid window shall submit their request at least 7 days prior to the requested time off and every effort shall be made to grant the request in accordance with current department PTO scheduling guidelines, recognizing seniority if more than one (1) employee makes a request on the same day. The Hospital will respond within two (2) business days to PTO requests outside the bid window. If such PTO request is denied and a question exists regarding whether the department’s PTO scheduling guidelines have been met, the employee may request a meeting between Human Resources and the Union to attempt to resolve the issue and ensure that all options were exhausted prior to the request being denied. The meeting shall take place no later than two (2) business days upon PTO denial.

Employees shall have the right to make PTO requests with less than seven (7) days’ notice with the understanding that all requests for time off shall be granted subject to staffing needs.

OWATONNA:

Employees can bid on PTO six (6) months in advance of the time being requested. If more than one request comes in on the same day, seniority will be the determining factor. The Employer will respond within seven (7) calendar days and will be guaranteed once approved. No reasonable request will be denied. PTO may be taken throughout the year.

For schedules that are posted for a longer period than two (2) weeks, if an employee puts in for time off after the schedule is posted, he/she will need to give at least a seven (7) day notice, with the supervisor responding within twenty-four (24) hours, unless another process is otherwise mutually agreed.
(2) **Scheduling Guidelines:**

A review of PTO scheduling guidelines will occur under the following two circumstances:

a. When a question/concern is raised regarding adequate PTO opportunities for employees in a specific department/unit.

b. If either party proposes changes to the current scheduling guidelines regarding how many employees may be granted time-off at a time.

This review will occur jointly and where appropriate will include a retrospective review of PTO requests approved and denied on a department/unit specific basis. Consensus decision making will be used and PTO scheduling guidelines may be adjusted to fill the demonstrated needs as identified in review.

(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:**

ABBOTT, PEI, and UNITED: Recognized holidays include: New Year’s Day, Good Friday or Easter Sunday (employees who work both Good Friday and Easter Sunday can only supplement one day with PTO for double pay), Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and a Cultural/Religious/Personal Holiday.


(2) **Exercise of Seniority:**

(a) **Generally:**
Recognized holidays shall not be included in either of the PTO vacation bid periods.

Each employee shall be given an opportunity, in order of seniority, to express a preference prior to posting of holiday schedules as to whether the employee should work the holiday or be off the holiday. Employees who elect to work on a holiday will elect to work a shift within their work agreement.

Holiday schedules will be filled as follows:

i. Regularly scheduled employees who elect to work the holiday, in order of seniority.

ii. Casual employees who elect to work the holiday or who must work the holiday in order to meet their casual requirement, in order of seniority.

iii. Regularly scheduled employees who did not want to work the holidays, in reverse order of seniority.

Employees required to work under Item iii will not be guaranteed to work a shift within their work agreement, though every effort will be made to provide a shift match.

No employee will be required to work on all of the “Big Three” holidays (Thanksgiving, Christmas Day, and New Year’s Day) in a holiday season, unless the employee agrees to work all three holidays. Employees may be required to work two of the “Big Three” holidays if required to do so in the process outlined above.

Casual employees must be available to work two holidays per year, one of which must be Thanksgiving, Christmas, or New Year’s.

OWATONNA and ST. FRANCIS: Unless the Hospital and Union previously agreed that particular departments would continue to use the process in place prior to January 1, 2009, the general contract language above will apply.

(b) Cultural/Religious/Personal Holiday:

The Cultural/Religious/Personal Holiday will not be included in the holiday bid and employees may not request to use the holiday during the regular PTO bid. Requests will be considered outside the bid periods and will be treated as a request for a day off under the Hospital’s/department’s PTO
request rules, but the request for using the holiday will get priority over seniority.

Like other requests for PTO, there is no guarantee that a request to exercise the holiday will be approved.

(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 Recognized Holiday, the employee does not have to use PTO, and can work under his/her work agreement.

(5) **Christmas and New Year’s:** Christmas Day shall be deemed to extend over a forty (40) hour period from 7:00 A.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 time and one-half for all hours worked during this time (*i.e.*, for hours actually worked between 0700 military time on December 24 and 2259 military time on December 25 and for hours actually worked between 1500
military time on December 31 and 2259 military time on January 1). 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 to less than 20 hours per week (less than .5 FTE), 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 Appendixes A through G.

(1) **Effective Date.** The wage scales will be effective on March 1, 2018.

(2) **Over Scale/Step.**

   (a) Employees over the top of the wage scale for their classification will receive a bonus in the amount of the annual across the board increase, payable at the time the increase would occur. The bonus will not be added to their hourly rate of pay. The bonus will be calculated by taking the employee’s hourly rate of pay times their FTE times the ATB.

   (b) Employees who are between steps on the wage scale for their classification will move to the corresponding step on the scale which will result in a pay increase. The employee will be deemed to have zero hours at that step and will need to accrue the relevant hours needed in order to move up the scale. (Ex: If an employee is placed at step six on the pay scale, the employee will have to accumulate 4160 hours in order move up the scale.)

(B) **Lead Pay:**

ABBOTT, BUFFALO, PEI, and UNITED:

If the Employer establishes a permanent lead person for any of the classifications listed in this Agreement, the rate of pay for such lead person classification shall be seventy-five cents ($ .75) per hour above the rate of pay for the applicable classification. The decision as to whether a lead person classification will be utilized shall be made in the sole discretion of the Employer. Any lead position shall be posted and filled in accordance with the Job Vacancies Article.

Qualifications and clearly defined duties for the job shall be posted by the Employer.

MERCY:

If the Employer establishes a permanent lead person for any of the classifications listed in this Agreement, the rate of pay for such lead person classification shall be seventy-five cents ($ .75) per hour above the rate of pay for the applicable classification. The decision as to whether a lead person classification will be utilized shall be made in the sole discretion
of the Employer. Any lead position shall be posted and filled in accordance with the Job Vacancies Article.

ST. FRANCIS:

If the Employer establishes a permanent lead person for any of the classifications in this Agreement, the rate of pay for such lead person classification shall be seventy-five cents ($0.75) per hour above the rate of pay for the applicable classification. The decision as to whether a lead person classification will be utilized shall be made by the Employer. Any lead position shall be posted and filled in accordance with the Job Vacancy article.

OWATONNA:

If the Employer establishes a permanent lead person for any of the classifications in this Agreement, the rate of pay for such lead person classification shall be two dollars ($2.00) per hour above the rate of pay for the applicable classification.

The decision as to whether a lead person classification will be utilized shall be made by the Employer. Any permanent lead position shall be posted and filled in accordance with the Job Vacancy article.

If the Employer requests an individual to assume a lead role on a temporary basis, that employee shall receive lead pay.

OWATONNA TECHNICAL EMPLOYEES:

If the Employer establishes a permanent lead person for any of the classifications in this Agreement, the rate of pay for such lead person classification shall be one dollar and fifty cents ($1.50) per hour above the rate of pay for the applicable classification.

The decision as to whether a lead person classification will be utilized shall be made by the Employer. Any permanent lead position shall be posted and filled in accordance with the Job Vacancy article.

If the Employer requests an individual to assume a lead role on a temporary basis, that employee shall receive lead pay.

(C) **Wage Increments:**

Wage increments for full-time employees shall be based on length of service with the Hospital. Wage increments for part-time 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 Differential:**

**ABBOTT, BUFFALO, MERCY, PEI, and UNITED:**

Nights – third (3rd) shift:
The shift differential shall be seventy cents ($.70) per hour for the night shift.

The night shift differential shall be paid for any full-time shift where 50% or more of the hours scheduled occur after 11:00 p.m. and before 7:00 a.m.

Evenings – second (2nd) shift:
The shift differential shall be sixty cents ($.60) per hour for the evening shift.

The evening shift differential shall be paid for any full-time shift where 50% or more of the hours scheduled occur after 3:00 p.m. and before 11:00 p.m.

**ST. FRANCIS:**

Nights – third (3rd) shift:
The shift differential shall be ninety cents ($.90) per hour for the night shift.

The night shift differential shall be paid for any full-time shift where 50% or more of the hours scheduled occur after 11:00 p.m. and before 7:00 a.m.

Evenings – second (2nd) shift:
The shift differential shall be seventy cents ($.70) per hour for the evening shift.

The evening shift differential shall be paid for any full-time shift where 50% or more of the hours scheduled occur after 3:00 p.m. and before 11:00 p.m.

**OWATONNA:**

Nights – third (3rd) shift:
The shift differential shall be one dollar ($1.00) per hour for the night shift.

The night shift differential shall be paid for any full-time shift where 50% or more of the hours scheduled occur after 11:00 p.m. and before 7:00 a.m.

Evenings – second (2nd) shift:
The shift differential shall be eighty cents ($.80) per hour for the evening shift.
The evening shift differential shall be paid for any full time shift where 50% or more of the hours scheduled occur after 3:00 p.m. and before 11:00 p.m.

(E) **Weekend Premium Pay:**

Employees will receive a weekend premium as follows: (1) $.40 per hour at ten years of employment, if the employee works any of the six consecutive weekend shifts, or (2) $.65 per hour at 15 years of service, if the employee works any of the six consecutive weekend shifts.

(F) Held for future use.

(G) **Translator Pay:**

ABBOTT, BUFFALO, MERCY, PEI, and UNITED:

At the Employer’s request employees may be asked to interpret for employee to employee interpretation for orientation, training, education, coaching and counseling. The employee will receive interpreter differential of one dollar ($1.00) per hour in hourly increments for the time spent performing interpretation services.

(H) **Call Pay:**

ABBOTT, PEI, and UNITED:

Employees who are notified or alerted to be “On-Call” shall receive one fourth (1/4) pay for any hours awaiting such call.

Employees who are scheduled to be on call are not required to answer or respond to calls or pages prior to the start of their scheduled call shift.

On-call is a duty or assignment that requires an employee to be available to work, to be on-call, should they be needed. An employee may be scheduled to be on call or they may be assigned this duty as a result of low need. If an employee is called to work while on call and works a total of 16 hours or more hours in any 24 hour period she or he shall have the option of being released from the scheduled work shift immediately following the scheduled work period of on call duty.

MERCY:

(1) **Off Premise:**

Employees who are notified or alerted to be “On-Call Off Premise” will receive one fourth of their regular hourly rate for any hours awaiting such call.
Employees who are scheduled to be on call are not required to answer or respond to calls or pages prior to the start of their scheduled call shift.

(2) **On Premise:**

Any employee who is required to remain on the hospital premises shall receive the minimum statutory wage. However, if the employee’s services are required during such period of time, the employee shall be compensated with a minimum of one (1) hour compensation at his/her regular rate for each time his/her services are required. In the event an employee’s regular work time and On Premise-On Call time exceed eighty (80) hours in a consecutive two-week period, then the employee’s On Premise-On Call time shall first be compensated at time and one-half (1-1/2) of the On Premise-On Call rate of pay only if the employee's total regular work hours exceed eighty (80) hours during any such period, that the employee shall then receive time and one-half (1-1/2) compensation based upon his/her regular hourly rate of pay for such regular work hours.

(3) **General:**

On-call is a duty or assignment that requires an employee to be available to work, to be on-call, should they be needed. An employee may be scheduled to be on call or they may be assigned this duty as a result of low need. If an employee is called to work while on call and works a total of 16 hours or more hours in any 24-hour period she or he shall have the option of being released from the scheduled work shift immediately following the scheduled work period of on call duty.

ST. FRANCIS:

(1) **General:**

Employees who are notified or alerted to be “On-Call” shall receive one fourth of their regular hourly rate for each hour for awaiting such call.

Employees who are scheduled to be on call are not required to answer or respond to calls or pages prior to the start of their scheduled call shift.

On-call is a duty or assignment that requires employees to be available to report to work should they be needed. Employees may be scheduled to be on call or they may be assigned this duty as a result of low need. If an employee is called to work while on call and works a total of sixteen (16) hours or more hours in any 24-hour period, the employee shall be given the option of being released from the scheduled work shift immediately following the scheduled work period of on call duty.

(2) **Endoscopy Tech Off-Premises Call Pay:**
Endoscopy Techs on staff as of September 29, 2005, will be paid an hourly rate of five dollars and ninety-seven cents ($5.97) per hour for off-premises call.

The Endo Tech shall not be scheduled for a period of less than four (4) hours of on-call duty. Such on-call duty shall not be considered hours of work for the purpose of determining overtime pay.

If an Endo Tech is called to work while on-call off-premises, he/she will be guaranteed not less than four (4) hours pay. Such four (4) hours shall be paid at the rate of one and one-half times the employee’s regular rate of pay to the extent that the total hours worked exceed eight (8) hours in one day or eighty (80) hours in a payroll period.

When an Endo Tech is on-call and is called in to work, the employee will be paid from the time of the phone call.

An Endo Tech who is assigned on-call duty on a holiday shall receive double the on-call rate of pay for all hours of on-call duty on the holiday.

OWATONNA:

Employees who are notified or alerted to be “On-Call” shall receive one-fourth of their regular hourly rate for any hours awaiting such call.

Employees who are scheduled to be on call are not required to answer or respond to calls or pages prior to the start of their scheduled call shift.

On-call is a duty or assignment that requires employees to be available to report to work should they be needed. Employees may be scheduled to be on call or they may be assigned this duty as a result of low need. If an employee is called to work while on call and works a total of sixteen (16) hours or more hours in any 24-hour period, the employee shall be given the option of being released from the scheduled work period of on call duty.

OWATONNA TECHNICAL EMPLOYEES:

Employees who are notified or alerted to be “On-Call” shall receive five dollars and zero cents ($5.00) for all hours awaiting such call. Effective March 1, 2014, the rate will increase to $5.10 per hour.

Employees who are scheduled to be on call are not required to answer or respond to calls or pages prior to the start of their scheduled call shift.

On-call is a duty or assignment that requires employees to be available to report to work should they be needed. Employees may be scheduled to be on call or they may be assigned this duty as a result of low need. If an employee is called to work while on call and works
a total of sixteen (16) hours or more hours in any 24-hour period, the employee shall be
given the option of being released from the scheduled work shift immediately following
the scheduled work period of on call duty.

ABBOTT NEW BARGAINING UNIT EMPLOYEES and BUFFALO:

The call pay rate that applies to Abbott bargaining unit employees will apply.

Employees who are scheduled to be on call are not required to answer or respond to calls
or pages prior to the start of their scheduled call shift.

(I) Holiday On-Call Pay:

ST. FRANCIS:

An employee who is assigned on-call duty on a holiday shall receive double the on-call
rate of pay for all hours of on-call duty on the holiday.

(J) Experience Credit:

For job classifications for which the Employer offers experience credit, new employees
shall not be hired above the 8-year wage step. Experience credit shall be given at 100%
for healthcare related job experience to the position being applied for, to the maximum 8
year cap. Experience shall be given at 50% for non-health care related job experience for
the position being applied for, to the maximum 8-year cap. For job classifications in which
the Employer has not previously offered experience credit and chooses to offer it in the
future or offers an employee experience credit, all employees in that classification will
receive credit as defined above. The Employer shall send the Union a list of those
individuals/job classifications that will receive experience credit.

ABBOTT:

Instrument Processors: Employees will receive experience credit as follows:

a. 100 percent credit for prior instrument processing experience in an acute care
hospital.
b. 50 percent credit for sterile processing/central processing experience in an acute
care hospital.
c. One year of credit for graduating from a surgical technologist program.
d. One year of credit for completing a central processing program.

MERCY:

Patient Registrars/Pre-Registrars: Employees will receive experience credit as follows:
a. One year for each year of prior admitting/registration experience in another Allina facility.
b. Six months for each year of prior admitting/registration experience in another hospital (non-Allina).
c. Four months for each year of prior medical receptionist/registration experience in a clinic or experience in claims payment or customer service in an insurance company.

PEI NEW BARGAINING UNIT EMPLOYEES:

The experience credit provision described in this section will apply prospectively only.

(K) **HUC Orientation Aide:**

ST. FRANCIS:

When a HUC is used as an orientation aide to conduct classroom training, he/she will receive an additional $2.75 per hour.

(L) **Preceptor Pay (Surgery):**

OWATONNA TECHNICAL EMPLOYEES:

Employees who are assigned as preceptor shall continue to receive $.75 per hour when precepting new employees and after completion of preceptor training.

(M) **Pay Days – Employer Computations:**

ABBOTT, BUFFALO, MERCY, PEI, ST. FRANCIS, and UNITED

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. An employee whose regular day off falls on a payday shall receive the employee’s paycheck, if available, on the last scheduled workday before such payday. 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.

(O) **Wage Assessment:**

OWATONNA TECHNICAL EMPLOYEES
Assessment Triggering Events: The Hospital, the Employees, and the Union agree that the Assessment Process will be undertaken by a joint labor-management committee, if any two of the following triggering events, or less than if agreed to by the Union and Employer, have occurred at the same time during the term of the Agreement:

a. The Employee turnover rate for any job classification at the Hospital exceeds 20% for the preceding 12 months.
b. The time required for the Hospital to fill any open positions for a job classification exceeds 60 days.
c. The wages paid by the Hospital for any job classification is lower than the wages paid by the Allina metro hospitals and/or the market by 2% or more.
d. The wages paid by the Hospital for any job classification are lower than the average wages paid by any acute care facility located within 25 miles of the Hospital by 2% or more.
e. The market wage rates for acute care facilities for the starting, midpoint (7 years) and maximum (15 years) wage ranges increases by more than 2%.
f. The Hospital uses non-Hospital staff for any job classification for the first time or the Hospital increases the use of non-Hospital staff by more than 50% for the job classification.

Adjustments of Wages and/or Benefits: Wages and/or benefits will not be greater than the Allina Health System market rate. Wages and/or benefit adjustments will occur no more than twice every 12 months per classification.

Commencing the Assessment Process: The joint labor-management committee will meet to determine if any two of the triggering events, or less than if agreed to by the Union and the Hospital, stated in this section have taken place and if so, to commence the assessment process. The assessment process will be completed within 30 days.

Federal Mediation and Conciliation Service: If the joint labor-management committee is unable to agree on the action to be taken on the wage and salary adjustments to be made after the assessment process is completed or if the joint labor-management committee is unable to agree that any two of the triggering events have occurred, the Hospital and the Union will attempt to resolve the disagreement(s) using interest based mediation which will be conducted by the Federal Mediation and Conciliation Service.

ARTICLE 21
HEALTH AND WELFARE BENEFITS

(A) Medical Insurance:

(1) Coverage:
Full and part-time employees regularly scheduled to work twenty (20) hours or more per week may elect from the following options:

**Option A: Allina First.**

a. **Single Coverage:** The Hospital shall pay toward single employee coverage as follows:

<table>
<thead>
<tr>
<th>Coverage Level</th>
<th>Hospital Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALLINA FIRST</td>
<td>90%</td>
</tr>
</tbody>
</table>

b. **Dependent Coverage:** The Hospital shall pay toward dependent coverage as follows:

<table>
<thead>
<tr>
<th>Coverage Level</th>
<th>Hospital Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee plus child[ren]</td>
<td>90% of single portion 74% of dependent portion</td>
</tr>
<tr>
<td>Employee plus spouse</td>
<td>90% of single portion 75% of dependent portion</td>
</tr>
<tr>
<td>Family</td>
<td>90% of single portion 82% of dependent portion</td>
</tr>
</tbody>
</table>

The single portion is determined by taking the total premium amount for single coverage. The dependent portion of the premium is determined by subtracting the total premium amount for single coverage from the total premium amount for the applicable dependent coverage level.

**Option B: Non-Contract Plans.**

Employees may select from the non-contract plan designs at non-contract rates.

(2) **Eligibility:**

- **ABBOTT, BUFFALO, PEI, and UNITED:** Employees shall be eligible for the coverage provided in this Section after completing sixty (60) days of employment.

- **MERCY:** Employees shall be eligible for the coverage provided in this Section the first of the month following thirty (30) days of employment.

- **OWATONNA and ST. FRANCIS:** Employees shall be eligible for coverage on the first of the month following the employee’s date of hire.

(B) **Income Protection (Short Term Disability):**
The Employer shall provide and pay for an Income Protection Plan for full-time and part-time employees working an FTE status of 0.5 or greater. The Income Protection program pays 60% of an employee’s regular earnings during a period of disability for a maximum of up to 80 calendar days. 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 an 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 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.**

**ABBOTT, BUFFALO, MERCY, PEI, and UNITED:**

For PTO eligible employees, the Hospital shall provide and pay the premium for a long-term disability plan for Eligible Employees. 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 apply. Further information is available by reviewing the Long-Term Disability Policy.

Eligible employees will have the ability to elect or waive the long-term disability (LTD) benefits described in this Section during annual enrollment or as the result of a qualified change in status event. Newly hired and newly benefit-eligible employees will default to an elected status; employees must make an affirmative election to waive coverage if desired.

OWATONNA and ST. FRANCIS:

The Employer shall provide and pay the full cost for Long Term Disability for employees working 0.8 FTE and above. The benefit will pay 65% of the employee’s gross salary if disabled, starting on the 91st calendar day of disability and paid on a monthly basis. Employees’ working less than 0.8 can purchase Long Term Insurance at their own cost. Employee coverage is effective the first of the month following the employee’s date of employment.

Eligible employees will have the ability to elect or waive the long-term disability (LTD) benefits described in this Section during annual enrollment or as the result of a qualified change in status event. Newly hired and newly benefit-eligible employees will default to an elected status; employees must make an affirmative election to waive coverage if desired.

(D) **Life Insurance.**

ABBOTT, BUFFALO, MERCY, PEI, and UNITED:

The Hospital shall provide and pay the cost of a group life insurance plan providing twenty thousand dollars ($20,000) in coverage to all full-time and part-time employees regularly scheduled to work twenty (20) hours or more per week. Employees must have completed at least sixty (60) days of employment. Employees shall have the option of purchasing additional insurance for themselves or dependent coverage.

OWATONNA and ST. FRANCIS:

The Employer shall provide and pay the cost of a group life insurance plan providing for one and one-half times the employee’s salary, in coverage to all full-time and part-time employees regularly scheduled to work twenty (20) hours or more per week. Coverage is effective the first of the month following the employee’s date of hire. Employees shall have the option of purchasing additional insurance for themselves or dependent coverage.

(E) **Dental Insurance.**
ABBOTT, BUFFALO, PEI, and UNITED:

The Hospital will pay the full cost of a single employee dental insurance program for full-time and part-time employees who are regularly scheduled to work twenty (20) hours or more per week. Eligible employees shall be covered after completing six (6) months of continuous service with the Hospital. The Hospital will make available to employees a family dental option to be paid by the employee.

MERCY:

The Hospital will pay the full cost of a single employee dental insurance program for full-time and part-time employees who are regularly scheduled to work twenty (20) hours or more per week. Eligible employees shall be covered after completing six (6) months of continuous service with the Hospital. The Hospital will make available to employees a family dental option to be paid by the employee.

The Hospital may select, in its discretion, which of its plans shall be designated as the “base plan.”

OWATONNA and ST. FRANCIS:

The Hospital will pay the full cost of a single employee dental insurance program for full-time and part-time employees who are regularly scheduled to work twenty (20) hours or more per week. Eligible employees shall be covered the first day of the month following the employee’s date of hire. The Hospital will make available to employees a family dental option to be paid by the employee.

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

(G) **General:**

ABBOTT, BUFFALO, MERCY, PEI, and UNITED:

All health and welfare benefits provided in this Article shall be subject to coordination of benefits. The Hospital will provide the number of employees who participate in each medical insurance plan (see Section (A)(1) above) at least one time per year.

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

The Employer will make available a Health Care Account and a Dependent Care Account available to benefit eligible employees. Employees may choose to set aside up to $2,550 in a Health Care Account or $5,000 in a Dependent Care Account, or the amount allowed by the IRS, if lower, to pay for eligible expenses with pre-tax dollars. Benefit eligible employees are eligible starting the first of the month coincident with or next following the date they become eligible for benefits.
(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) **Pension.**

(1) Pension contributions shall be provided to the existing Twin City Hospital Workers Pension Fund in the following manner:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Pension Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 1, 2018</td>
<td>$0.63 per hour</td>
</tr>
<tr>
<td>March 1, 2019</td>
<td>$0.67 per hour</td>
</tr>
</tbody>
</table>

(2) The Hospital shall pay from the effective date of this Agreement or the employee’s date of hire (whichever is later) to said pension fund, the above amount for each hour worked by each employee covered by the terms of this Agreement. Payment shall be made periodically for periods not to exceed one (1) month, at such times as shall be agreed to between the parties. In computing and determining the number of hours worked by any employee under this Article, all time off from work on paid sick leave, paid jury leave, paid funeral leave, paid holidays paid vacation or any other compensated hours shall be counted as hours worked by the employee.

The Hospital shall furnish the following information to said pension plan: Employee name, address, date of hire, initial date of participation in the plan (effective January 1, 2009), birth date, and social security number. The Hospital shall also furnish to the pension fund on a monthly basis a list of all hours worked by each compensated employee covered by this Agreement.

(3) The payments made shall be used to provide pension benefits for covered employees and shall apply to employees retiring on or after January 1, 1966. The amounts paid to the pension fund shall be held in trust for the exclusive benefit of all covered employees.

(4) The pension fund shall be administered by a Board of Trustees initially consisting of six (6) members. Three (3) shall be designated by the Union and three (3) by the Hospitals’ Representative, Metropolitan Healthcare Partnership (MHP) or a successor entity designated by the participating hospitals. In the event other hospitals, not members of MHP or a successor entity designated by the participating hospitals, become contributing employers to the pension fund and there is agreement that such hospitals shall be represented on the Board of Trustees, the number of trustees shall be modified to provide for such representation; provided, however, that in all events the number of Union trustees shall equal those designated by the Hospitals. All action of the trustees shall be by unit vote with the
Hospital trustees collectively casting one (1) vote and the Union trustees collectively casting one (1) vote. The parties shall forthwith amend the provisions of the existing Pension Trust Agreement and Pension Plan to incorporate the changes in the method of administration provided in this Section.

There shall be an annual meeting of the trustees and such other meetings as they may determine.

An annual audit of the pension fund shall be conducted by a certified public accountant, who shall be selected by mutual agreement of the Union and the Hospitals. If no such selection has been made within sixty (60) days of the date hereof, selection shall be made by this Board of Arbitration.

The trustees shall apply all funds received pursuant to this Article exclusively to provide pension funds, except such disbursements as are specifically provided for herein. They shall serve without compensation, but may be reimbursed for actual and necessary expenses incurred in connection with their duties as trustees. They may authorize payment of reasonable expenses of administration of the fund, including such fees and services as are directly related to the pension fund.

(5) Employees covered by this Agreement shall automatically be members of the pension fund upon submission by the Employer to the pension fund of such information as may be necessary for pension purposes. The trustees thereupon shall certify the facts of such membership to the Hospital and the covered employee. No application, enrollment or other kind of action shall be required of any such employee as a condition to coverage or membership within the pension fund.

(6) Any unresolved dispute arising out of the action, or inaction, of the trustees, or the operation of the pension fund, shall be submitted to arbitration upon prompt written notice by the parties. Such notice shall set forth the nature of the dispute and request submission thereof to a neutral arbitrator. The effect of any proposed action by the trustees, or any proposed operation of the pension fund shall be suspended, upon giving such notice, until determined by the neutral arbitrator. The neutral arbitrator shall be designated by agreement of the parties. If not agreement is reached on the selection of the neutral arbitrator, the arbitrator shall be selected from a list of eleven (11) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service using the panel for the Metropolitan Minneapolis/St. Paul Area in the fashion as a neutral arbitrator is selected using Step 3 of Section 7(C) of this Agreement. The remaining person shall then serve as the neutral arbitrator.

The decision of the neutral arbitrator shall be final and binding on all parties. The fees and expenses of the neutral arbitrator shall be paid as an expense of administration of the pension fund.

(B) **401(k) Contributions.**
(1) Matching Contributions:

If the employee satisfies the match eligibility requirements set forth in the Allina Matched Savings Plan (e.g., regularly scheduled to work 0.5 FTE or above or have completed a Year of Service with 1,000 or more credited hours), Allina shall contribute a matching contribution of $0.50 for every $1.00 of participant contributions, up to a maximum match contribution of 1 percent of eligible earnings.

(2) Non-Elective Contributions:

OWATONNA TECHNICAL EMPLOYEES:

For technical employees with less than 16 years of service at Allina who satisfy eligibility requirements set forth in the Allina 401(k) plan (e.g., regularly scheduled to work 0.5 FTE or above or have completed a Year of Service with 1,000 or more credited hours), Allina will provide an additional non-elective contribution to the Allina 401(k) plan in an amount equivalent to one percent of the employee’s eligible earnings.

For technical employees with 16 or more years of service at Allina who satisfy eligibility requirements set forth in the Allina 401(k) plan (e.g., regularly scheduled to work 0.5 FTE or above or have completed a Year of Service with 1,000 or more credited hours), Allina will provide an additional non-elective contribution to the Allina 401(k) plan in an amount equivalent to two percent of the employee’s eligible earnings.

These non-elective contributions are subject to the same rules and requirements (such as vesting, timing of contribution, etc.) as non-elective contributions Allina makes on behalf of its non-contract employees.

ARTICLE 23
DISABILITY AND LEAVES OF ABSENCE

(A) 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, including pregnancy, which exhausts frozen sick leave. Such leave shall be for the period of illness or disability only. Such leave shall not exceed one (1) year in length. However, an employee who has been employed for less than twelve (12) 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. An employee shall be returned to the employee’s regularly scheduled position with full seniority and without loss of benefits upon certification by a competent physician of recovery from such illness or disability. Frozen sick leave payments as provided in this Article 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 three (3) months or more.

(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.)

ABBOTT, BUFFALO, MERCY, PEI, ST. FRANCIS, and UNITED:

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.

OWATONNA:

A leave of absence of one (1) day without loss of pay shall be granted to employees in the case of death of an aunt, uncle, niece or nephew.
Unpaid time off as a personal LOA may be requested by the employee if needed in addition to bereavement leave.

OWATONNA and ST. FRANCIS:

Four (4) hours shall be granted to attend the on site memorial service in the death of a co-worker, time off will be granted subject to patient care needs, without loss of pay.

(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 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.

OWATONNA: The employee is required to use his/her accrued PTO for this leave, to a balance of 80 hours. If the employee has less than 80 hours of PTO in the balance, the employee has the option of taking the leave without pay.

(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.

(J) **Union Leave:**

**ST. FRANCIS:**

The Hospital shall grant an unpaid leave of absence for up to sixty (60) consecutive days for Union business. Approval will be made based on patient care and departmental needs, but shall not be unreasonably denied. This leave will be considered as an unpaid LOA and the Employer will not fill the position for sixty (60) days. Employees must give a minimum of thirty (30) days’ notice.

**ARTICLE 24**

**EDUCATION DEVELOPMENT**

(A) Full-time employees and employees regularly scheduled to work twenty (20) or more hours per week will be eligible for assistance for tuition, required fees, and books up to $2,500 per year for educational coursework 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.

4. An employee may use up to $500 per year of the $2,500 for workshop or certifications provided that the coursework is related to employment opportunities within Allina. Money used for workshops or certifications do not have to be repaid.

**ABBOTT LAB ASSISTANTS:** An employee may use up to $300 per year of the $2,500 for workshops or certifications provided that the coursework is related to employment opportunities within Allina. Money used for workshops or certifications does not have to be repaid.
(B) 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 two SEIU employee representatives 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.

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

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

(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 Statues 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**

**STAFFING ADVISORY COMMITTEE**

**MERCY:**

A Staffing Advisory Committee shall be established to discuss staffing and scheduling issues that affect bargaining unit employees in the patient care areas. The committee will provide direct input to nursing administration and the Labor Management Committee. The Committee shall consist of an equal number of union members and managers. The issues to be covered include on-call guidelines, floating, overtime concerns, assignment of extra hours, vacation and holiday scheduling problems, and other similar policy or action plans as pertains to staffing and scheduling.

**ARTICLE 27**

(Held 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) LANGUAGE

The Employers 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
BARGAINING UNIT WORK

PEI NEW BARGAINING UNIT EMPLOYEES:

Employees not included in the PEI New Bargaining Unit Employee group will not regularly perform work ordinarily performed by the group’s employees with the following exceptions:

1. Work when the unscheduled overtime work has been refused by all on-site employees in the classification; if the work exceeds four (4) hours on the day in question, the Employer will then call all other employees in the classification who have signed up on the availability list and offer them the work;

2. Work that is incidental to the non-unit member’s primary duties;

3. To demonstrate, instruct, or train;

4. To overcome service and/or logistical difficulties; if the work exceeds four (4) hours on the day in question, the Employer will then call all other employees in the classification who have signed up on the availability list and offer them the work;

5. To verify and/or assure the performance of equipment and/or service methods;

6. When PEI New Bargaining Unit Employees are not immediately available to perform the required work; if the work exceeds four (4) hours on the day in question, the Employer will then call all other employees in the classification who have signed up on the availability list and offer them the work; or

7. When PEI New Bargaining Unit Employees are absent or on leave; with respect to absences that exceed four (4) hours on the day in question the Employer will then call all other employees in the classification who have signed up on the availability list and offer them the work.
ARTICLE 31
DURATION

Except as otherwise provided, these Agreements shall be effective on March 1, 2018, and shall be in full force and effect through and including February 28, 2021 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 February 28, 2021, or February 28 of successive years thereafter.

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

ALLINA HEALTH SYSTEM

Christine W. Moore, Senior Vice President & Chief Human Resources Officer

Tracy L. White, Abbott Northwestern Hospital

Mary R. Czech, Abbott Northwestern Hospital

Kristyn M. W. Mullin, Abbott Northwestern Hospital & Phillips Eye Institute

Leah Schmoyer, Buffalo Hospital

Nancy K. Watson, Mercy Hospital – Mercy Campus

Mark T. Gillen, Owatonna Hospital

SEIU HEALTHCARE MINNESOTA

Jamie Gulley, President

Liz Amsus, Executive Vice President

Jeff Sarro

Melanie Keller

Cynthia Murphy

Mary Finken

Daryl Carlson
ACTION ITEM

The parties agree to discuss the possibility of using temporary employees to facilitate regular employees in large departments taking time off in the summer.
ACTION ITEM

Parking: The Employer is committed to continuing to provide a safe parking environment.
## APPENDIX A: ABBOTT WAGE SCALES

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### Central Processing Case Cart Techs with Certification and OR Instrument Processors with Certification:
Employees must maintain current certifications in order to receive the higher rate of pay for employees with certifications. A lapse in certification will result in a return to the uncertified pay scale.

### Building Maintenance Mechanics:
The Building Maintenance Mechanic I rate shall be applicable to those Building Maintenance Mechanics whose primary function is the performance of miscellaneous repair and maintenance functions of a handyman or utility nature which do not require specialized skills or training such as repair of doors, hinges, locks, repair of windows and glass and hanging of pictures, drapes, and shades.

The Building Maintenance Mechanic II rate shall be applicable to those Building Maintenance Mechanics whose primary function is the performance of a variety of skilled functions which require ability usually acquired over a prolonged period of training and experience including, but not limited to, such skills as those of a painter, carpenter, cabinetmaker, electrician, and plumber. Employees performing functions who have not acquired the necessary skills to perform as a fully-qualified Building Maintenance Mechanic II shall be paid a rate at least equal to the Level I rate and shall be advanced to the Level II rate at such time as they are able to full perform the functions required of a Building Maintenance Mechanic II.

### Dietary Aide Ambassador:
Dietary aides working in the ambassador role will receive the appropriate specified above and a 75 cent per hour premium.
### Part 2: Abbott New Bargaining Unit Employees

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Health Unit Coordinators working in telemetry positions will receive a differential of $0.75 per hour.

Telemetry Differential:

Dietary aides working in the ambassador role will receive the appropriate specified above and a 75 cent per hour premium.

Environmental Service Aides can express their interest. These employees will be given first preference, by seniority of those who sign, before any employee from another classification. Training will be provided by the Hospital.

All open Project Worker positions will be posted first within the Environmental Services Department so that Environmental Service Aides assigned to do special projects shall be paid at the Wall Washer rate for each hour doing the special project.

Permanent Project Workers:
The position of Project Worker will provide a step/educational opportunity for the existing Environmental Service Aides. All open Project Worker positions will be posted first within the Environmental Services Department so that Environmental Service Aides can express their interest. These employees will be given first preference, by seniority of those who sign, before any employee from another classification. Training will be provided by the Hospital.

Environmental Services Aides designated as Permanent Project Workers will receive the Wall Washer rate of pay for all compensated hours, including vacation, holiday, and sick hours.

Dietary Aides:
Any dietary aid assigned the duties of Pan Washer shall be paid at the Pan Washer rate for each hour doing such duties.

Operating Washing Machines or Dryers:
Anyone assigned the duties of operating washing machines or dryers shall receive $.205 per hour above the regular contract rate while doing so.

Environmental Service Aides:
Environmental Service Aides assigned to do special projects shall be paid at the Wall Washer rate for each hour doing the special project.

Permanent Project Workers:
The position of Project Worker will provide a step/educational opportunity for the existing Environmental Service Aides. All open Project Worker positions will be posted first within the Environmental Services Department so that Environmental Service Aides can express their interest. These employees will be given first preference, by seniority of those who sign, before any employee from another classification. Training will be provided by the Hospital.

Environmental Services Aides designated as Permanent Project Workers will receive the Wall Washer rate of pay for all compensated hours, including vacation, holiday, and sick hours.

Dietary Aide Ambassador:
Dietary aides working in the ambassador role will receive the appropriate specified above and a 75 cent per hour premium.

Telemetry Differential:
Health Unit Coordinators working in telemetry positions will receive a differential of $0.75 per hour.
Telemetry Differential Red-Circle:
Consistent with LOU #27, employees who were unable to secure a previously held telemetry Health Unit Coordinator position as a result of the February 2007 re-bidding of positions will maintain their telemetry pay differential of $0.75 per hour. This differential will be paid to the affected employees as long as they remain in a HUC position at Mercy Hospital – Mercy Campus.
## APPENDIX D: OWATONNA WAGE SCALES

### Part 1: Service Employees

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## APPENDIX F: ST. FRANCIS WAGE SCALES

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|                 | 3/1/2018| $16.10    | $17.28   | $17.94   | $18.52   | $18.98   | $19.55   | $20.10   | $20.31   | $20.49   | $20.90   |</p>
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<td>$17.64</td>
<td>$18.78</td>
<td>$19.71</td>
<td>$20.42</td>
<td>$20.84</td>
<td>$21.52</td>
<td>$22.16</td>
<td>$22.38</td>
<td>$22.62</td>
<td>$23.07</td>
</tr>
<tr>
<td>3/1/2019</td>
<td>$17.94</td>
<td>$19.10</td>
<td>$20.05</td>
<td>$20.77</td>
<td>$21.20</td>
<td>$21.89</td>
<td>$22.55</td>
<td>$22.76</td>
<td>$23.01</td>
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</tr>
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<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td><strong>Surg Support Tech w/TVI</strong></td>
<td>3/1/2018</td>
<td>$17.76</td>
<td>$18.84</td>
<td>$19.79</td>
<td>$20.39</td>
<td>$20.86</td>
<td>$21.46</td>
<td>$22.09</td>
<td>$22.31</td>
<td>$22.52</td>
</tr>
<tr>
<td></td>
<td>3/1/2019</td>
<td>$17.76</td>
<td>$19.00</td>
<td>$19.89</td>
<td>$20.66</td>
<td>$20.99</td>
<td>$21.67</td>
<td>$22.32</td>
<td>$22.53</td>
<td>$22.76</td>
</tr>
</tbody>
</table>
**Building Maintenance Mechanics:**
Employee(s) in the Level 1 trainee position shall receive a wage rate on the Building Maintenance Mechanic I scale based on the length of service in their previous classification. However, if the employee's current wage rate is greater than the Building Maintenance Mechanic I scale, the employee shall receive a wage rate based on their length of service in the classification they held prior to taking the Building Maintenance Mechanic I position, plus an additional 25 cents per hour.

After an employee in the training position has successfully passed the Level 1 training competencies, the employee will be paid an additional 75 cents per hour above their wage rate as calculated in the previous paragraph.

After an employee in training position has successfully passed the Level 2 training competencies, the employee will move to the starting rate of the Building Maintenance Mechanic II position and proceed up the scale as specified in the Contract.

**Note:** The Building Maintenance Mechanic II position is not a trainee position. Applicants must meet the minimum required qualifications to be eligible to bid on the Building Maintenance Mechanic II position.

**Dietary Aide Ambassador:**
Dietary aides working in the ambassador role will receive the appropriate specified above and a 75 cent per hour premium.
## APPENDIX H: ST. FRANCIS PTO  
(Grandfathered Accrual Rates)

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Annual PTO hours based on 1.0 FTE</th>
<th>Accrual Rate per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>192 hours</td>
<td>.0925</td>
</tr>
<tr>
<td>5-9 years</td>
<td>232 hours</td>
<td>.1117</td>
</tr>
<tr>
<td>10-19 Years</td>
<td>272 hours</td>
<td>.1309</td>
</tr>
<tr>
<td>20+ years</td>
<td>312 hours</td>
<td>.1500</td>
</tr>
</tbody>
</table>
APPENDIX I: INDEX TO LETTERS OF UNDERSTANDING

LOU #1: Implementation of Corrective Action Policy
LOU #3: Labor Management Committees
LOU #110: Health Insurance
LOU #112: Pension

ABBOTT NORTHWESTERN:

LOU #68: New Sterile Process Tech and Sterile Processing Tech with Certification
LOU #69: Vacation Requests for Op Techs, Nursing Assistants, LPNs, and HUCs
LOU #71: Patient Assistant Coordinator
LOU #96: Abbott Northwestern Lab Assistant Coordinators as Leads
LOU #97: Lab Assistants and 4-Hour Shifts
LOU #98: Couriers

BUFFALO:

LOU #94: PAS Job Family
LOU #101 Transition of Rehab Techs to PAS-Intermediate

MERCY:

LOU #25: Instrument Specialist
LOU #26: Linen Department
LOU #27: Telemetry Differential
LOU #29: 2009 Telemetry Differential Red-Circle
LOU #31: Patient Registration, Pre-Registration and Financial Services Area Shift Differential and Lead Premium
LOU #32: Patient Access Specialist (PAS)
LOU #33: Patient Access Specialist (PAS) Experience Credit
LOU #75: PAS Job Family

OWATONNA:

LOU #38: Point of Service Registration Position
ST. FRANCIS:

LOU #46: Pharmacy Technician Tiers and Pharmacy Buyer
LOU #49: Clinical Account Specialists – Extra Hours
LOU #63: New Linen Aide Classification
LOU #76: PAS Job Family

UNITED:

LOU #56: Sterile Processing Classification Updates
LOU #77: Centralized Phlebotomy Core Team and PCA Transitions
LOU #78: Medical Equipment Processing
LOU #109: Surgical Support Tech-TVIV – In Training
LOU #111: ED Nursing Assistants Transition to ED Techs

ABBOTT NORTHWESTERN, MERCY, PEI, and UNITED:

LOU #8: Open Positions in Food Service Call Center
LOU #18: Consistency in Work Assignments in Classification
LOU #19: Modify Parking Charges
LOU #20: Sick Leave Payout

ABBOTT NORTHWESTERN, MERCY, and UNITED:

LOU #9: Metro-Wide Nutrition Services Call Center

ABBOTT NORTHWESTERN and MERCY:

LOU #17: Linen Aide Classification
LETTER OF UNDERSTANDING

Between

Allina Hospitals & Clinics

and

SEIU Healthcare Minnesota

SUBJECT: Implementation of Corrective Action Policy

Allina Hospitals & Clinics and SEIU Healthcare Minnesota have jointly developed a Corrective Action Policy covering Allina employees represented by the Union for purposes of collective bargaining. This Letter of Understanding describes the parties' agreement regarding the implementation of this policy.

Allina 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 August 1, 2008.

2. On or after August 1, 2008, the level of corrective action issued to an employee under either 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 August 1, 2008, 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 during the active period will be issued 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 August 1, 2008, 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 during the active period will be issued in accordance with the Corrective Action Policy.

   c. If an employee has received a written warning for any offense within the six-month period prior to August 1, 2008 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 six months after written warning was issued. Any corrective action issued during the active period will be issued 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 August 1, 2008, 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 during the active period will be issued in accordance with the Corrective Action Policy.

e. Employees will be deemed to have received a Level 1 — Coaching for all issues for which the employee received coaching/counselings, verbal warnings, and written warnings during the six-month period prior to August 1, 2008. Employees will be deemed to have received a Level 1 — Coaching for all issues for which the employee received suspensions during the 12-month period prior to August 1, 2008.

f. 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 Allina’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 Allina investigation.

AGREED TO:

ALLINA HOSPITALS & CLINICS

By ________________________________

Vice President, Relations

Dated 4/14/08

SEIU HEALTHCARE MINNESOTA

By ________________________________

Vice President, Contract Services

Dated 4/14/08
LETTER OF UNDERSTANDING
between
Allina Hospitals & Clinics
and
SEIU Healthcare Minnesota
SUBJECT: Labor Management Committees

During collective bargaining in 2008, Allina Hospitals & Clinics and SEIU Healthcare Minnesota agreed to eliminate the Labor Management Committee provisions in the bargaining agreements covering employees at Abbott Northwestern Hospital, Mercy Hospital, United Hospital, Phillips Eye Institute, Unity Hospital, St. Francis Regional Medical Center, and Owatonna Hospital.

If, at any point in the future, the parties' Strategic Alliance relationship is dissolved, the parties agree to re-establish labor management committees upon the request of either party. If requested, the following provision regarding labor management committees will apply in each collective bargaining agreement:

A Labor Management Committee shall be established to support labor and management cooperation, build trust and understanding, communicate, and problem solve on areas of mutual interest. The Committee shall consist of an equal number of union members and managers. The issues to be covered may include work redesign, job descriptions, working relationships with management and employees, organizational performance, employment security, diversity in the workplace, and training and development. Formal grievances shall not be discussed in labor management committee meetings.

AGREED TO:

ALLINA HOSPITALS & CLINICS

SEIU HEALTHCARE MINNESOTA

By

By

Its

Its

Dated 4/18/08

Dated 4/18/08
Allina Health

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 financial penalty). 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.
Allina Health

and

SEIU Healthcare Minnesota

SUBJECT: Pension Contributions

If the other participating Twin Cities hospital systems agree with the Union to increase contributions to the Twin City Hospital Workers Pension Fund as part of their negotiations for successor contracts for the contract(s) set to expire on February 28, 2018, then the Union may request to re-open the contracts for the sole purpose of requesting Allina to match the pension contribution increases up to a total cost of 1 percent of annual wage costs in each year. The contracts will otherwise remain in full force and effect.

For any year in which Allina agrees to match the increase to pension contributions, the wage increase for that year will be reduced by 0.07 percent for every 1 cent per hour increase to the pension contribution. (For example, if the pension contributions are increased by 2 cents per hour, a 2 percent wage increase would be lowered to 1.86 percent.)

If any increased pension contribution would result in a less than a 0 percent wage increase based on the formula described above, the pension contribution increase will not be made until the parties agree to an appropriate offset in another year to cover the cost of the contribution. In the event that an increased pension contribution for 2018 is agreed to by the other participating Twin Cities hospital systems and the Union after Allina has already instituted the wage increases to be effective March 1, 2018, then the 2018 wage increases will not be affected. However, the increased pension contributions will not be made until the parties agree to the increase and the wage increase in the subsequent year will be lowered by an amount sufficient to cover the cost of the increased contributions in Year 1.

AGREED TO:

ALLINA HEALTH SYSTEM

By __________________________
Its VP Labor Relations

Dated 07.26.2018

SEIU HEALTHCARE MINNESOTA

By __________________________
Its President

Dated May 2, 2018
AGREED TO:

ALLINA HEALTH SYSTEM

By ____________________
Its VP, Labor Relations
Dated 05-13-2018

SEIU HEALTHCARE MINNESOTA

By ____________________
Its President
Dated 6-11-18
LETTER OF UNDERSTANDING

between

Allina Health d/b/a Abbott Northwestern Hospital

and

SEIU Healthcare Minnesota

SUBJECT: New Sterile Processing Tech and Sterile Processing Tech with Certification Classifications

Allina Health d/b/a Abbott Northwestern Hospital (the “Hospital”) created the Sterile Processing Technician and Sterile Processing Technician with Certification classifications for inclusion within the bargaining unit subject to the collective bargaining agreement between the Hospital and SEIU Healthcare Minnesota (the “Union”). The parties agree as follows:

1. The Hospital’s Sterile Processing Department presently includes four bargaining unit classifications: Central Processing/Case Cart Tech, Central Processing/Case Cart Tech with Certification, OR Instrument Processor and OR Instrument Processor with Certification.

2. The Hospital has created the Sterile Processing Technician and Sterile Processing Technician with Certification classifications, and the parties have agreed to the following wage scales relating to the same:

<table>
<thead>
<tr>
<th>Date</th>
<th>Start Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 8</th>
<th>Year 12</th>
<th>Year 15</th>
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</thead>
<tbody>
<tr>
<td>3/1/2013</td>
<td>$16.93</td>
<td>$18.00</td>
<td>$18.89</td>
<td>$19.57</td>
<td>$19.95</td>
<td>$20.60</td>
<td>$21.18</td>
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<td>$21.60</td>
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<table>
<thead>
<tr>
<th>Date</th>
<th>Start Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 8</th>
<th>Year 12</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/11/2012</td>
<td>$17.34</td>
<td>$18.41</td>
<td>$19.28</td>
<td>$19.95</td>
<td>$20.33</td>
<td>$20.96</td>
<td>$21.54</td>
<td>$21.73</td>
<td>$21.95</td>
</tr>
</tbody>
</table>
3. The job duties established by the Hospital for the two new classifications are as set forth in the job descriptions provided to the Union.

4. Any current employees in the Central Processing/Case Cart Tech, Central Processing/Case Cart Tech with Certification, OR Instrument Processor or OR Instrument Processor with Certification classification who begin cross-training requirements as established by the Hospital will be moved into the Sterile Processing Tech or Sterile Processing Tech with Certification classification as appropriate. Any such employees shall be placed on their current wage step in the new classification.

5. The Hospital and the Union acknowledge that this Letter of Understanding does not change the Sterile Processing Department’s present weekend rotation sharing process, and does not change the current work agreements relative to shift (e.g., day, day/eve, eve and night) for members of the Department.

6. The Hospital and the Union agree that all six bargaining unit classifications within the Sterile Processing Department will be treated as one combined classification for the purposes of Article 17 “Lay Off and Recall” of the collective bargaining agreement.

AGREED TO:

ALLINA HEALTH D/B/A ABBOTT NORTHEASTERN HOSPITAL

By Joseph Ryan
Its Manager, Operating Room
Dated 8-20-2012

SEIU HEALTHCARE MINNESOTA

By Steward
Its Steward
Dated Aug 14, 2012

ALLINA LABOR RELATIONS

By
Its Sr. LR Consultant
Dated 8-23-12
Letter of Understanding

Between
Abbott Northwestern Hospital
And
SEIU Local 113

SUBJECT: Extra Hours/Open Shift Availability
Vacation Requests
for:
Operations Techs
Nursing Assistants, LPN's, Health Unit Coordinators

Effective Date: January 26, 2013


Background

Currently, the Op Techs are able to review and sign up for open shifts as a part of the CV community which encompasses 6 departments. This offers greater options for them to find open shifts and trade with other employees. However, Nursing Assistants, LPNs and HUCs in other areas are restricted to signing up for open shifts or trading only within their assigned department.

Currently Mental Health and Women's Care are closed communities and already handle staffing as a community as well.

The parties agree to follow the current Op Tech process of signing up for open shifts based on a community—a group of like departments that the LPN/NAs or HUCs commonly float to. This community will be defined as:


Prior to the 5 day availability list window and prior to posting the schedule, schedules will be set up by the nursing support coordinators, and float pool staff will be pre-scheduled into open shifts (known holes). After that, during the 5 day window when open shifts are listed in KRONOS, any employee within the community could sign up on the availability list. The process for filling shifts during this time period will be in accordance with the Collective Bargaining Agreement — Article 14 “Hours of Work and Overtime” — Section G — “Extra Hours,” with the understanding that employees in a classification are grouped together by community rather than by department.

II. Clarification of CAN Work process – Begins January 26, 2013

The parties wish to clarify their understanding of the CAN work (availability list) process under the Collective Bargaining Agreement. The CAN work (availability list) process is followed for filling open shifts after the 5 day sign up window in accordance with Article 14 Section G. This provision also states that same day calls to staffing
will result in extra hours being awarded to whomever else will work, and that seniority might not be a factor because seniority rights can only be exercised by signing up on the availability list in Kronos by the deadline.

The availability list is found on the KRONOS system and employees can add their names to this CAN work (Availability list) at any time, however:

- In order to be considered in seniority order, the employee must add their name by 11:59pm of the day prior to the shift.
- Employees may sign up on the CAN work on-line or call the staffing office to request that their name be added. But it is understood that seniority will not be a determining factor at that point.

IV. VACATION REQUESTS – Begins January 26, 2013

Background

Currently employees request vacation time through their individual department or unit. This limits how many people can request a vacation at a given time.

The parties agree that employees listed in Section I above sign up and be granted vacation requests on a community basis as per the communities listed in Section I above. Each community would identify how many vacation shifts could be granted in a given 24 hour period (e.g. 4 on days, 3 on eves, 2 on nights, etc). No more than 50% of a given job classification can take vacation on any one unit.

This would allow more employees from one unit/dept the ability to have time off if they have access to staff from the other areas in their community. This would allow the employer greater flexibility in planning staffing if a more coordinated effort existed.

AGREED TO:

SEIU:

By

Jeff Serio
It's SEIU Steward

Dated 2-21-2013

Abbott Northwestern Hospital:

By

Lehia Paschke
It's HR Senior Generalist

Dated 2-21-2013

ALLINA LABOR RELATIONS:

By

Tish Ewald
It's Labor Relations Counsel

Dated 4-3-13
LETTER OF UNDERSTANDING

between

Allina Health d/b/a Abbott Northwestern Hospital

and

SEIU Healthcare Minnesota

SUBJECT: Patient Assistant Coordinator

Allina Health d/b/a Abbott Northwestern Hospital (Hospital) created the Patient Assistant Coordinator (PAC) classification which is appropriately included within the service and maintenance bargaining unit subject to the collective bargaining agreement between the Hospital and SEIU Healthcare Minnesota (Union). The job is a result of the elimination of the supervisory duties from the Op Tech Coordinator role and include primarily HUC work but also include duties of Nursing Assistants as is set forth in the job descriptions provided to the Union.

The parties have agreed to the following wage scale for PAC position:

<table>
<thead>
<tr>
<th>Start</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 8</th>
<th>Year 12</th>
<th>Year 15</th>
</tr>
</thead>
</table>

The parties further agree that the PAC classification will be an 8 & 12 position whereby employees will be scheduled for 8½-hour shifts during the week and 12½-hour shifts on weekends and holidays. This is a specific exception to Article 14(A) for the PAC position in consideration for the agreements listed below.

Employees who held Op Tech Coordinator positions will be transitioned into the PAC position on August 24, 2013. As reflected below, the parties agree that these employees will be placed on step of the PAC scale that will result in a wage increase (as provided in Article 20(A)(2)(b)) and those employees whose current wage is over the PAC scale will be red-circled at their current wage rate until such time as the wage scale catches up. Additionally, the parties agree that these employees’ time in the Op Tech Coordinator position will count for seniority purposes. A separate LOU will be drafted to reflect the seniority date of each of these employees.

<table>
<thead>
<tr>
<th>Name</th>
<th>Scale Placement</th>
<th>Wage Rate or Red-Circled Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shanna Burris</td>
<td>Year 8</td>
<td>$21.71</td>
</tr>
<tr>
<td>Jessica Giese</td>
<td>Year 12</td>
<td>$21.92</td>
</tr>
</tbody>
</table>
The parties further agree that Shanna Burris, Jessica Giese, Diana Moot, and John Sigler will be exempt from the PAC weekend and holiday rotation.

AGREED TO:

ALLINA HEALTH D/B/A ABBOTT
NORTHWESTERN HOSPITAL

By [Signature]
Its [Position]
Dated Aug 8, 2013

SEIU HEALTHCARE MINNESOTA

By [Signature]
Its [Position]
Dated Aug 8, 2013

ALLINA LABOR RELATIONS

By [Signature]
Its [Position]
Dated Aug 8, 2013
The parties recognize that the Abbott Northwestern Lab does not have leads but currently assigns employees to act as Coordinators at its discretion. There are no employees who are permanent Coordinators. The parties agree that when an employee is assigned as a Coordinator for a shift, the employee will be eligible for lead pay for the entire shift.

Coordinator duties include, but are not limited to:

- Answering and responding to phone requests
- Reviewing orders, station draws, and add-ons and prioritizing staff workflow
- Managing staff break times
- Coordinating with other departments as necessary
- Documenting sick calls and responding to staffing shortages appropriately

AGREED TO:

ABBOTT NORTHWESTERN HOSPITAL

By

Its Director, Labor Relations

Dated 10-25-2015

SEIU HEALTHCARE MINNESOTA

By

Its President

Dated 7-14-15
Abbott Northwestern Hospital

and

SEIU Healthcare Minnesota

SUBJECT: Lab Assistants and 4-Hour Shifts

The parties recognize that the Abbott Northwestern Lab currently utilizes 4-hour shifts during the day shift to cover the peak workflow. It is the parties’ intent that the Lab retains this ability to schedule and post positions (with a maximum of one 4-hour shift per day) under Article 18.

AGREED TO:

ABBOTT NORTHWESTERN HOSPITAL

By

Its

Dated

SEIU HEALTHCARE MINNESOTA

By

Its

Dated

ABBOTT NORTHWESTERN HOSPITAL

By

Its

Dated

SEIU HEALTHCARE MINNESOTA

By

Its

Dated
Abbott Northwestern Hospital

and

SEIU Healthcare Minnesota

SUBJECT: Couriers

The parties agree that the couriers at Abbott Northwestern will not be subcontracted, but the service will be discontinued through attrition of current employees.

AGREED TO:

ABBOTT NORTHWESTERN HOSPITAL

By ____________________________

Its ____________________________

Dated _________________________

SEIU HEALTHCARE MINNESOTA

By ____________________________

Its ____________________________

Dated _________________________
LETTER OF UNDERSTANDING
between
Buffalo Hospital
and
Service Employees International Union Local 113

Subject: PAS Job Family

This Letter of Understanding reflects an agreement between SEIU Healthcare Minnesota and Allina Health Buffalo Hospital for the SEIU Healthcare Minnesota represented employees currently working in the Patient Registrar and Patient Access Specialist classifications. After a review of the current job descriptions and the work being performed by the employees in those positions, the parties have recognized that it is mutually beneficial for the Hospital and the Point of Service (PAS) employees to move from the current three separate classification structure to a job family structure. To this end, the parties have agreed:

• The job classification of Patient Registration Specialist will be eliminated and replaced with PAS - Associate.
• PAS – Associate will continue at the wage scale set out for the Patient Registrar in the current contract.
• The job title Patient Access Specialist will be re-titled Patient Access Specialist - Intermediate and will continue to be paid at the wage rate for Patient Access Specialist.
• A new classification of Patient Access Specialist - Senior will be created. Employees in the Patient Access Specialist - Senior classification will receive Patient Access Specialist - Intermediate wages, plus an additional fifty (50) cents per hour.
• The Patient Registration – Lead will be eliminated and will be replaced with Patient Access Specialist – Lead. Employees in the Patient Access Specialist – Lead classification will receive Patient Access Specialist – Senior wages, plus lead premium pay.

The parties have further agreed that the Patient Access Specialist – Associate employees will have the opportunity to move to the Patient Access Specialist – Intermediate role and the Patient Access Specialist – Intermediate employees will have the opportunity to move to the Patient Access Specialist – Senior role. The process for the transition to the higher level classification is described below:
Patient Access Specialist - Associate to Patient Access Specialist - Intermediate Transition

For the term of this LOU, the parties agree that the provisions of Article 18 job vacancy will be waived to allow for the current PAS - Associate staff to take advantage of an opportunity to move into the PAS - Intermediate role. Once a PAS Associate meets the minimum qualifications for the PAS Intermediate role (as described in the PAS Intermediate job description), upon notifying management of an interest in moving into the PAS Intermediate role, arrangements will be made to move the employee into the position (requires 2 training classes). Due to limitations on class availability and to allow for adequate coverage in the department, if more than 2 (two) employees announce an interest in moving to the Intermediate role, the most senior of the employees will be given the first opportunity. The first opportunity for taking the training will be in October 2014. Once the dates are established, a notice will be sent to employees with a deadline. This process will continue throughout the term of this LOU. During the term of this LOU, there will be no limit on the number of PAS Associate staff who are eligible to transition to the PAS Intermediate role.

The parties further agree that for the term of the LOU, for the first 90 days after completion of training, the employee will be in a probationary period where the employee may decide that he or she is not interested in the PAS Intermediate role and/or management determines the employee is not meeting expectation with the role, the employee will be allowed to return to his or her position as PAS Associate. At the end of the 90-day probationary period, the employee will move onto the PAS Intermediate wage scale and be considered a PAS Intermediate employee. Both parties have agreed employees transitioning into the PAS Intermediate job classification in October 2014 will immediately receive the PAS Intermediate wages.

PAS Intermediate to PAS Senior Transition

For the term of this LOU, the parties agree that the provisions of Article 18 job vacancy will be waived to allow for the current PAS - Intermediate staff to take advantage of an opportunity to move into the PAS - Senior role. Once a PAS - Intermediate employee meets the minimum qualifications for the PAS - Senior role (as described in the PAS - Senior job description), upon notifying management of an interest in moving into the PAS Senior role, arrangements will be made to move the employee into the position (requires additional training class(es)).

There will be an initial limit of 4 (four) opportunities for PAS - Intermediate employees to transition to the PAS - Senior role. If more than 4 (four) employees notify management by of their interest in transitioning, seniority will be used to determine who will be offered the opportunity. It is expected that PAS - Senior position will begin in September 2014.

After the initial PAS - Senior roles are filled, management will evaluate whether additional opportunities for transitions to PAS - Senior should be offered. If the decision is made to open up additional opportunities to transition, management will notify eligible staff 30 days prior to the first training class schedule. Eligible employees will have 15 days to notify the manager of an interest in moving to the PAS - Senior role. In the event that more employees express an interest in the transition than openings offered, seniority will be used to determine who is offered the training slot.
The parties further agree that for the term of the LOU, for the first 90 days after completion of training, the employee will be in a probationary period where the employee may decide that he or she is not interested in the PAS Senior role and/or management determines the employee is not meeting the expectations with the role, the employee will be allowed to return to his or her position as PAS Intermediate. At the end of the 90-day probationary period, the employee will move onto the PAS Senior role and will receive the PAS Senior premium pay. Both parties have agreed employees transitioning into the PAS Senior job classification in September 2014 will immediately receive the PAS Senior wages.

The Associate, Intermediate and Senior PAS employees will be on one seniority list.

Agreed to:

BUFFALO HOSPITAL
By: [Signature]
Title: Director - HR
Date: 9/1/14

ALLINA LABOR RELATIONS
By: [Signature]
Title: LR Counsel
Date: 9/1/14

SEIU HEALTHCARE MINNESOTA
By: [Signature]
Title: Internal Organizer
Date: 8/22/14
LETTER OF UNDERSTANDING

between

Allina Health d/b/a Buffalo Hospital

and

SEIU Healthcare Minnesota

SUBJECT: Transition of Rehab Techs to PAS-Intermediate

Allina Health d/b/a/ Buffalo Hospital ("Employer") and SEIU Minnesota Healthcare ("Union") have agreed to the following:

- The employees in the job classification of Rehab Tech will be moved into the existing PAS - Intermediate job classification.
- These employees will be moved from their current Rehab Tech step in the pay scale to the same step in the PAS - Intermediate pay scale.
- The employees hired as Rehab Techs on or before April 2, 2016 will not be required to work in the hospital setting and will continue in the outpatient rehab setting.
- Employees that are primarily scheduled to work in the outpatient rehab setting will have their own seniority list and vacation bidding process separate from the registration employees within the hospital setting.

AGREED TO:

BUFFALO HOSPITAL

By

Leah Johnson

its HR Director

Dated 6/17/16

SEIU HEALTHCARE MINNESOTA

By

Roger Moore

its Lead Internal Organizer

Dated 6/16/16

ALLINA HEALTH LABOR RELATIONS

By

Sandi Jones

its LE Counsel

Dated 6/17/16
LETTER OF UNDERSTANDING

between

Allina Hospitals & Clinics d/b/a Mercy Hospital

and

SEIU Healthcare Minnesota

SUBJECT: Instrument Specialists

During collective bargaining in April 2008, the parties agreed to adopt the following development model for the instrument specialists at Mercy Hospital. The model reflects the interest of both the Hospital and SEIU Healthcare Minnesota to reward the efforts and contributions of long-term skilled instrument specialists, to increase opportunities for growth of instrument specialists, and to increase success of recruiting and retraining new instrument specialists.

The development model will be as described in Exhibit A.

Employees will be compensated for each level of their development, including obtaining and maintaining certification as a Certified Registered Central Service Technician. See Exhibit B for wage rates. Current employees will be placed at the Instrument Specialist 2 level with the appropriate certification status.

AGREED TO:

MERCY HOSPITAL

By Nancy Walton

Its HSA Director

Dated 1-6-09

SEIU HEALTHCARE MINNESOTA

By Zach Fiedler

Its Director, Allina Sector

Dated 12-23-2008

ALLINA LABOR RELATIONS

By

Its Interim Director of Labor Relations

Dated 12-23-2008
Exhibit A

Instrument Specialist Development Model

New employee

1. Orient to Supply
   (Case Carts, Sterile Storage)

   Approximate timeframe to complete #1 = 10 weeks. Required for all Instrument Spec.

2. Complete Basic Supply & Instrument Competencies

Optional: If desired, each individual may advance to #3.

3. Complete Advanced Supply & Instrument Competencies
### Exhibit B

**Instrument Specialist 1**

<table>
<thead>
<tr>
<th>Start Year</th>
<th>1 Year 2</th>
<th>2 Year 3</th>
<th>3 Year 4</th>
<th>4 Year 5</th>
<th>5 Year 6</th>
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**Instrument Specialist 1 with certification**

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**Instrument Specialist 2 with certification**

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**Instrument Specialist 3 with certification**

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<th>12 Year 9</th>
<th>15 Year 10</th>
</tr>
</thead>
</table>
LETTER OF UNDERSTANDING

Between

Allina Hospitals and Clinics d/b/a Mercy Hospital
and
SEIU Healthcare Minnesota

SUBJECT: Linen Department

Mercy Hospital (the "Hospital") currently receives fresh linen from an outside laundry service. When the Hospital's Linen Department receives fresh linen, the linen must then be stocked onto carts so that it can be taken to patient rooms and other areas of the Hospital.

In early 2007, the Hospital determined that it needed to pursue a cost savings plan in all departments, including the Linen Department. The Hospital learned that the Linen Co-op has a stock cart program which has reduced cost in many of the hospitals in the metro area. Through the stock cart program, the Linen Co-op delivers fully stocked carts to the Hospital, eliminating the need for carts to be stocked with fresh linen at the Hospital.

The Hospital determined that it can utilize the stock cart program in about 50 percent of the current linen cart locations. Using the stock cart program in these cart locations would create savings and efficiency by eliminating a step in the handling of the linen. It will also yield a reduction of a 0.5 FTE Laundry Aide at the Hospital which is currently vacant.

In March 2007, Mercy Hospital made a proposal to SEIU Healthcare Minnesota (the "Union"), which represents employees in the Linen Department, regarding sub-contracting of a small piece of the work performed by employees in the bargaining unit represented by the Union. Between March and September 2007, the Union and Hospital worked through the interest based process outlined in the Strategic Alliance Agreement, Section III (C) - Subcontracting. After evaluating several options, the Union and Hospital agree to the following:

1) The Hospital will contract with the Linen Co-op for some services currently performed by employees of the Hospital. These services include and are limited to: the stocking of no more than 25 linen carts off site.

2) There will be no change to the Hospital's current work practice where two workers guide each linen cart.

3) All movement of the carts within the Hospital will continue to be performed by employees of the Hospital.
4) If any further changes in practice involving subcontracting or in-sourcing of services are desired by management or the Union, the appropriate decision making process for the change shall be the same interest-based process in the Strategic Alliance Agreement Section III (C).

5) The Hospital may reduce no more than 0.5 FTEs in the linen department and no member will have his or her FTE reduced as a direct result of this Letter of Understanding. The Hospital will not reduce any FTEs before the Linen Co-op begins to offer the new services.

6) A safety education program will occur before employees are expected to utilize the new carts. The safety education program should include the employees in the linen department and the employees in the customer departments that will be handling the new carts.

7) Employees will be involved in determining the locations of the carts stocked by the Linen Co-op.

8) The Hospital may introduce the new sub-contracting program after December 1, 2007.

Agreed to:

Mercy Hospital
By: [Signature]
Title: Manager ES/Linen
Date: 11/08/08

SEIU Healthcare Minnesota
By: [Signature]
Title: Intern/Organizer - Mercy
Date: 11/08/08

Allina Labor Relations
Allina Hospitals & Clinics
By: [Signature]
Title: Sr. Labor Relations Consultant
Date: 01-11-2008
LETTER OF UNDERSTANDING
Between
MERCY HOSPITAL
And
SEIU LOCAL 113

SUBJECT: Telemetry Differential Red-Circle

SEIU Local 113 and Allina Hospitals and Clinics have entered into an agreement on a non-precedent setting basis to resolve outstanding concerns regarding the Mercy Hospital Health Unit Coordinators (HUCs) work reductions and layoff in February of 2007.

Employees who were unable to secure a previously held telemetry Health Unit Coordinator position as a result of the February, 2007 re-bidding of positions will maintain their telemetry pay differential of $.75/hour. This differential will be paid to the affected employees as long as they remain in a HUC position at Mercy Hospital. Within 20 days from the date of this Agreement, Employees meeting this criteria will receive back pay to the effective date of the re-bid positions (March 17, 2007).

This Letter of Understanding applies to the following two Mercy Hospital employees only:
1. Deborah Lane
2. Elizabeth Dierks

Accepted and agreed to behalf of:

ALLINA HOSPITALS AND CLINICS

Lynne Gershone
Labor Relations Consultant
Allina Hospital & Clinics

Date: 4/10/07

SEIU LOCAL 113

Jailene Villagomez
SEIU LHS Representative

Date: 4/2/07

Amy Watson
Director HR

Date: 4/2/07

Date: ______________________

Date: ______________________
LETTER OF UNDERSTANDING

between

Allina Hospitals & Clinics d/b/a Mercy Hospital

and

SEIU Healthcare Minnesota

SUBJECT: 2009 Telemetry Differential Red-Circle

Mercy Hospital and SEIU Healthcare Minnesota have entered into an agreement on a one-time, non-precedent setting basis to address concerns regarding the work reductions of Health Unit Coordinators at Mercy Hospital in 2009.

The employees identified below who was unable to secure a previously held telemetry Health Unit Coordinator position as a result of the January 2009 re-bidding of positions will maintain their telemetry pay differential of $0.75/hour. This differential will be paid to the affected employees as long as they remain in a HUC position at Mercy Hospital.

This Letter of Understanding applies to the following Mercy Hospital employees only:

1. Shala Kolden
2. Robin Wiegele

AGREED TO:

MERCY HOSPITAL

By

Its

Dated

SEIU HEALTHCARE MINNESOTA

By

Its

Dated
Letter of Understanding
Between
Mercy Hospital
And
SEIU Local 113 Service Workers

Subject: Patient Registration, Pre-Registration and Financial Services Area
Shift Differential and Lead Premium

This Letter of Understanding reflects an agreement reached between Local 113 and Allina/Mercy Hospital for the Local 113 employees working in patient registration, pre-registration and financial services area only, regarding an increase in the amount of shift differential for the night shift and an increase in the Lead premium above that of the current contract amount.

The agreement is as follows:

Shift differential for the night shift will be an additional $.50 above the current contract amount.

Lead premium will be an additional $1.45 above the current contract amount.

SIGNED
Anne Hughson
Date:____________________

SIGNED
Lance Lindeman
Date:____________________
Letter of Understanding
Between
Mercy Hospital
And
SEIU Local 113 Service Workers

Subject: Patient Access Specialist (PAS)

This Letter of Understanding reflects an agreement reached between Local 113 and Allina Hospitals and Clinics/Mercy Hospital for the Local 113 employees working in Preregistration Specialist and Insurance and Patient Account Specialist (IPAS) positions only, regarding the creation of a new PAS position that will combine the job functions of these two positions.

The agreement is as follows:

The parties agree that the PAS classification shall be included as part of the collective bargaining agreement between SEIU Local 113 and Mercy Hospital.

Seniority for employees in the new PAS position will be calculated from hours worked in position as a Preregistration Specialist or Insurance and Patient Account Specialist in the Patient Registration department of Mercy Hospital.

Current IPAS employees will be allowed to choose whether or not to join the union and will not be expected to pay dues or a service fee if they elect not to belong to the union. The union representatives will discuss with the current employees in the IPAS position about this option and will communicate to Mercy Hospital the individual decisions within 30 days of the date of this letter agreement. If employees do not indicate a preference within this time period, they will be deemed to be union members. Regardless of the employee's decision, all PAS employees will be covered by the terms of the SEIU Local 113 collective bargaining agreement with Mercy Hospital.

New employees hired into the PAS position will be members of the SEIU Local 113 Service Workers union or pay the contractually required service fee.

For the purposes of combining these positions into the PAS position, Mercy Hospital will waive minimum requirements for the PAS position for the current employees in the Preregistration and IPAS areas during the placement process. The affected employees will receive training for the new PAS position. Once the training begins, the PAS employees will be given a 6 (six) month grace period to learn and become proficient in the new PAS role before any official corrective action will be taken in reference to their performance of the accountabilities of the PAS role.

There will be no shift and/or schedule changes to the current effected employee as part of this integration process. For future and unforeseen changes in shifts and schedules, the labor agreement will apply.
The two current lead employees in this area will be offered lead positions in the new structure. For purposes of this transition, if either employee declines a lead position that employee may choose to take a PAS role. If either of the lead employees decline the role or terminate their employment, Mercy Hospital may choose not to refill the position.

**Wage Schedule**

**PAS Position**

<table>
<thead>
<tr>
<th>Start</th>
<th>After 1 year</th>
<th>After 2 year</th>
<th>After 3 year</th>
<th>After 4 year</th>
<th>After 5 year</th>
<th>After 6 year</th>
<th>After 7 year</th>
<th>After 8 year</th>
<th>After 12 year</th>
<th>After 15 year</th>
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<tbody>
<tr>
<td>$15.67</td>
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<td>$16.82</td>
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<td>$19.48</td>
<td>$20.13</td>
<td>$20.57</td>
<td>$21.16</td>
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</table>

Leads will be paid an additional $2.20 per hour for lead shift assignments.

**Bonus**

The PAS employees who will not receive a compensation increase due to the administration of the new wage schedule in this LOU will receive a one time bonus of $250.

This letter of understanding will be effective and executed on July 7, 2007 by both parties.

**Signatures**

Nancy Watson  
Director of Human Resources  
7-10-07

Jamie Gulley  
SEIU, Local 113 Organizer  
7-2-07

Renee Fleming  
VP of Labor Relations  
7/11/07
LETTER OF UNDERSTANDING
between
Mercy Hospital
and
Service Employees International Union Local 113

Subject: Patient Access Specialists (PAS) Experience Credit

Listed below are the experience credit and the value Allina would apply in the salary offer:

- Year for year based on PAS experience in another Allina Facility.
- Nine (9) months (or 75%) for every year Registration experience in another Allina Facility; does not apply if employee is currently holding an SEIU position. If employee is currently in an SEIU position, contract language will apply.
- Six (6) months for every year Admitting/Registration/PAS experience in another hospital (non-Allina).
- Six (6) months for every year of experience related to registration in a clinic or experience in claims payment in an insurance company.

There is a maximum of 8 years to be given in experience credits provided the employee is not currently holding an SEIU position.

Agreed to:

MERCY HOSPITAL
By: ____________________________
Title: ____________________________
Date: ____________________________

SEIU HEALTHCARE MINNESOTA
By: ____________________________
Title: ____________________________
Date: ____________________________

ALLINA LABOR RELATIONS
By: ____________________________
Title: ____________________________
Date: ____________________________
This Letter of Understanding reflects an agreement between SEIU Healthcare Minnesota and Allina Health/ Mercy Hospital for the SEIU Healthcare Minnesota represented employees currently working in the Patient Registrar and Patient Access Specialist classifications. After a review of the current job descriptions and the work being performed by the employees in those positions, the parties have recognized that it is mutually beneficial for the Hospital and the Point of Service (PAS) employees to move from the current three separate classification structure to a job family structure. To this end, the parties have agreed:

- The job classification of Patient Registrar will be eliminated and replaced with PAS - Associate.
- PAS - Associate will continue at the wage scale set out for the Patient Registrar in the current contract.
- The job title Patient Access Specialist will re-titled Patient Access Specialist - Intermediate and will continue to be paid at the wage rate for Patient Access Specialist.
- A new classification of Patient Access Specialist - Senior will be created. Employees in the Patient Access Specialist - Senior classification will remain on the Patient Access Specialist - Intermediate wage scale, but will receive an additional fifty (50) cents per hour in premium pay.

The parties have further agreed that the Patient Access Specialist - Associate employees will have the opportunity to move to the Patient Access Specialist - Intermediate role and the Patient Access Specialist - Intermediate employees will have the opportunity to move to the Patient Access Specialist - Senior role. The process for the transition to the higher level classification is described below:

Patient Access Specialist - Associate to Patient Access Specialist - Intermediate Transition

For the term of this LOU, the parties agree that the provisions of Article 18 job vacancy will be waived to allow for the current PAS - Associate staff to take advantage of an opportunity to move into the PAS - Intermediate role. Once a PAS Associate meets the minimum qualifications for the PAS Intermediate role (as described in the PAS Intermediate job description), upon
notifying management of an interest in moving into the PAS Intermediate role, arrangements will be made to move the employee into the position (requires 2 training classes). Due to limitations on class availability and to allow to adequate coverage in the department, if more than 4 (four) employees announce an interest in moving to the Intermediate role, the most senior of the employees will be given the first opportunity. The first opportunity for taking the training will be in October 2012. Once the dates are established, a notice will be sent to employees with a deadline. This process will continue throughout the term of this LOU. During the term of this LOU, there will be no limit on the number of PAS Associate staff who are eligible to transition to the PAS Intermediate role.

The parties further agree that for the term of the LOU, for the first 90 days after completion of training, the employee will be in a probationary period where the employee may decide that he or she is not interested in the PAS Intermediate role and/or management determines the employee is not meeting expectation with the role, the employee will be allowed to return to his or her position as PAS Associate. After the 90-day probationary period, the employee will move onto the PAS Intermediate wage scale and be considered a PAS Intermediate employee.

PAS Intermediate to PAS Senior Transition
For the term of this LOU, the parties agree that the provisions of Article 18 job vacancy will be waived to allow for the current PAS - Intermediate staff to take advantage of an opportunity to move into the PAS - Senior role. Once a PAS - Intermediate employee meets the minimum qualifications for the PAS - Senior role (as described in the PAS - Senior job description), upon notifying management of an interest in moving into the PAS Senior role, arrangements will be made to move the employee into the position (requires additional training class(es)).

There will be an initial limit of 3 (three) opportunities for PAS - Intermediate employees to transition to the PAS - Senior role. If more than 3 (three) employees notify management by December 31 of their interest in transitioning, seniority will be used to determine who will be offered the opportunity. It is expected that the first training classes for the PAS - Senior position will begin in January 2013.

After the initial 3 (three) PAS- Senior roles are filled, management will evaluate whether additional opportunities for transitions to PAS- Senior should be offered. If the decision is made to open up additional opportunities to transition, management will notify eligible staff 60 days prior to the first training class schedule. Eligible employees will have 15 days to notify the manager of an interest in moving to the PAS - Senior role. In the event that more employees express an interest in the transition than openings offered, seniority will be used to determine who is offered the training slot.

The parties further agree that for the term of the LOU, for the first 90 days after completion of training, the employee will be in a probationary period where the employee may decide that he or she is not interested in the PAS Senior role and/or management determines the employees in not meeting the expectations with the role, the employee will be allowed to return to his or her position as PAS Intermediate. After the 90-day probationary period, the employee will move onto the PAS Senior role and will receive the PAS Senior premium pay.
The Intermediate and Senior PAS employees will be on one seniority list.

Agreed to:

MERCY HOSPITAL
By: [Signature]
Title: HR Director
Date: 5/30/13

SEIU HEALTHCARE MINNESOTA
By: [Signature]
Title: Internal Organizer
Date: 5/17/13

ALLINA LABOR RELATIONS
By: [Signature]
Title: [Title]
Date: 5/31/13
LETTER OF UNDERSTANDING

between

Allina Hospitals & Clinics d/b/a Owatonna Hospital

and

SEIU Healthcare Minnesota

SUBJECT: Point of Service Registration Position

SEIU Healthcare Minnesota represents a bargaining unit of service and maintenance and technical employees at Owatonna Hospital. The Medical Secretary, Health Unit Coordinator, Emergency Department Coordinator, Patient Registration Specialist, and the Ambulatory Surgery Patient Care Technician classifications are included in the bargaining unit. The Hospital is in the process for moving to a new building. In conjunction with the move, the Hospital has created a new position titled Point of Service Registration, which is a consolidation Medical Secretary, Health Unit Coordinator, Emergency Department Coordinator, Patient Registration Specialist, and the Ambulatory Surgery Patient Care Technician classifications (as well as other duties). A copy of the job description for the new Point of Service Registration position is attached as Exhibit A.

The parties agree that this new Point of Service Registration position will be included in the bargaining represented by the Union and that employees working in the Medical Secretary, Health Unit Coordinator, Emergency Department Coordinator, Patient Registration Specialist, and the Ambulatory Surgery Patient Care Technician classifications immediately prior to the Hospital’s move to its new building will be placed in the new position.

The parties agree to a wage scale for the new Point of Service Registration position as follows:

<table>
<thead>
<tr>
<th>Start</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 8</th>
<th>Year 12</th>
<th>Year 15</th>
</tr>
</thead>
</table>

The parties also agree to the following:

1. Employees who are currently Leads (Bridget Voigt (ee #449271) and Charlene Wolff (ee #576516) will maintain Lead pay for one year from the date of this agreement. At that time the hospital will reevaluate the Lead positions to see if they are necessary to maintain.
2. Employees who are currently in the Medical Secretary job classification will have their current wage red-circled until March 1, 2010.

3. Employees who are moving into this new Point of Service Registration position will re-bid into the available positions on Wednesday, September 16, 2009.

4. In 2008, SEIU members at Owatonna Hospital voted on Holiday Scheduling practices, per Article 19 (H) of the collective bargaining agreement. The Holiday Scheduling for areas where there is Point of Service Registration employees will remain the same, per the outcome of the 2008 vote.

- Med Surg and OB: Contract Language
- Emergency Department: Contract Language
- Patient Registration (Floats): Past Practice
- Rehab: Past Practice (closed on holidays)
- Ambulatory Surgery: Past Practice (closed on holidays)

AGREED TO:

**OWATONNA HOSPITAL**

By [Signature]  
Its Director of Human Resources  
Dated October 5, 2009

**SEIU HEALTHCARE MINNESOTA**

By [Signature]  
Its Director, Allina Sector  
Dated 10-15-09

**ALLINA LABOR RELATIONS**

By [Signature]  
Its Director, Labor Relations  
Dated 10-20-2009
LETTER OF UNDERSTANDING

between

Allina Hospitals & Clinics d/b/a St. Francis Regional Medical Center

and

SEIU Healthcare Minnesota

SUBJECT: Pharmacy Technician Tiers and Pharmacy Buyer

St. Francis Regional Medical Center maintains a job classification entitled “Pharmacy Technician.” The employees in this classification are represented for purposes of collective bargaining by SEIU Healthcare Minnesota.

Pharmacy Technician Tiers:

At many of its hospitals, Allina Hospitals & Clinics uses a three-tier structure for pharmacy technicians. A copy of the most recent description of the tier structure is attached as Exhibit A. St. Francis and the Union have agreed to adopt the tier structure at St. Francis, effective March 1, 2009.

On the effective date, the employees will move to the tiers designated in Exhibit B.

The wage scales that will apply to the pharmacy technician tiers are attached as Exhibit C.

Pharmacy technicians who are placed in Tier II and Tier III are required to become certified no later than March 1, 2010. If the pharmacy technician is not certified by that date, or fails to maintain the certification, the pharmacy technician will revert to Tier I.

Pharmacy Buyer:

At the present time, the role of a pharmacy buyer is performed by a pharmacy technician. The parties agree to create a new Pharmacy Buyer classification, effective March 1, 2009. A copy of the draft position description for the Pharmacy Buyer classification is attached as Exhibit D. The draft position description may be modified by Allina before it is implemented. The current pharmacy technician who is performing the role of a pharmacy buyer, Sandra Halvorson, will be placed in the Pharmacy Buyer classification. The wage scale that will apply to the Pharmacy Buyer classification is attached as Exhibit E.

Ms. Halvorson, for the duration of her employment as a Pharmacy Buyer:
- May sign up for extra hours as a Pharmacy Technician, in accordance with the provisions of the collective bargaining agreement, as if the employee worked in the Pharmacy Technician classification.

- Is required to work holidays as a Pharmacy Technician and will participate in the holiday bid with Pharmacy Technicians.

- May be assigned to work in the Pharmacy Technician role on occasion.

If a Pharmacy Technician fills in for the Pharmacy Buyer, the technician will be paid at the Pharmacy Technician rate, not the Pharmacy Buyer rate.

AGREED TO:

ST. FRANCIS REGIONAL MEDICAL CENTER

By: Ann Hagen
Its: Director, HCC
Dated: 3-11-09

SEIU HEALTHCARE MINNESOTA

By: [Signature]
Its: Internal Contract Organizer
Dated: 3-11-09

ALLINA LABOR RELATIONS

By: [Signature]
Its: Director, Labor Relations
Dated: 03-12-2009
Exhibit A

Allina Hospitals & Clinics
Hospital Pharmacy Technician Tiers

I. Plan Purpose
The Hospital Pharmacy Technician Tier plan is designed to support the specific pharmacy operational needs in the areas of advanced pharmacy technician duties, training and National Certification (C.PhT.) for pharmacy technicians.

II. Eligibility
Pharmacy technicians working in an Allina Hospital Pharmacy (does not include ACP). The technician should maintain their existing next review date when they change a tier.

III. Tier Structure
Tier 1 (Job Code - 1310T2, NU & RF 1153T3)
Includes pharmacy technicians that perform the following duties:
- unit dose dispensing
- aseptic drug preparation
- controlled substance handling
- restocking Pyxis

A Tier 1 Technician is eligible for an additional $.50 (cents) increase when becoming Nationally Certified. This could be at the time of hire or within 1 year of employment.

Tier 2 (Job Code 1311T2, NU & RF 1154T3)
Includes all duties in Tier 1. Must achieve National Certification (C.PhT.) within one year in the Tier 2 role. Plus all the following duties regularly:
- Prepare chemotherapy
- TPNs and CRRT's

OR be in one of the following roles:
- Surgical Pharmacy Satellite Technician
- Pyxis Console Pharmacy Technician (responsible for daily operational activity)
- Primary back-up to the Pharmacy Buyer at Metro Hospitals
- Back-up the Narcotic Technician
- Decentralized pharmacy technician

A Tier 2 Technician is eligible for an additional $.50 (cents) increase (or to maximum of market range) when becoming Nationally Certified. New hires need to obtain certification within 1 year.

Tier 3 (Job Code 1312T2, NU & RF 1155T3)
A Tier 3 Technician includes the following roles. To be eligible for Tier 3 technicians must perform the duties at least 50% of their time and have completed the qualification for tech-check-tech program and performing this function weekly on average.
- Pyxis Coordinator (responsible for oversight of Pyxis performance)
- Narcotic Audit Technician
- Emergency Room Technician
- Technician that qualifies for Tech-check-Tech program.

A Tier 3 Technician is eligible for an additional $.50 (cents) increase (or to the maximum of the range) when becoming Nationally Certified. New hires need to obtain certification within 1 year.

* If certification lapses, Pharmacy technician will have 60 days to recertify or their pay will be reduced by the 50 cents increase received at the time of certification and may maintain Tier 2 & 3 job responsibilities for up to 6 months. New hires have 1 year to obtain certification or they drop to the Tier 1.
LETTER OF UNDERSTANDING
between
Allina Hospitals & Clinics
and St. Francis Regional Medical Center
and
SEIU Healthcare Minnesota

SUBJECT: Clinical Account Specialists – Extra Hours

RECITALS
SEIU Healthcare Minnesota (the "Union") and St. Francis Regional Medical Center ("St. Francis"), operated/managed by Allina Hospitals & Clinics ("Allina"), are parties to a Collective Bargaining Agreement ("CBA") with an effective period of March 1, 2008 to February 29, 2012.

The Union represents several Clinical Account Specialists at St. Francis. Allina employs several non-contract Clinical Account Specialists at other facilities, including Abbott Northwestern Hospital, Mercy Hospital, United Hospital and Unity Hospital. Allina also employs several employees represented by the IUOE, Local 70 who perform Clinical Account Specialist functions at Cambridge Medical Center.

The parties wish to establish a process for distributing extra available hours amongst the Clinical Account Specialists throughout the Allina system, including St. Francis.

AGREEMENT
The Union and the Employer expressly agree as follows:

- An availability list for each day for Clinical Account Specialists at all facilities other than Cambridge will be maintained by Allina. Clinical Account Specialists interested in filling extra available hours must sign the availability list.
- Extra hours will be filled on the following basis from the availability list:
  1. A non-overtime Clinical Account Specialist at the facility in question; if the facility in question is St. Francis, the extra hours will be awarded to the most senior employee in the classification;
  2. A non-overtime Clinical Account Specialist at any Allina facility at the sole discretion of Allina;
3. An overtime Clinical Account Specialist at the facility in question; if the facility in question is St. Francis, the extra hours will be awarded to the most senior employee in the classification;
4. An overtime Clinical Account Specialist any Allina facility at the sole discretion of Allina;
5. Any other employee who is qualified and capable of performing the work.

- The parties recognize that Allina may enter into a similar Letter with Local 70 to enable the Cambridge employees who perform Specialist duties to become eligible to sign the availability list.
- The parties recognize that the St. Francis Clinical Account Specialist FTEs may change in accordance with the collective bargaining agreement. However, the intent of this Letter is not to convert the regular hours of Union represented employees into extra hours under this Letter.

AGREED TO:

ALLINA HOSPITALS & CLINICS
(St. Francis Regional Medical Center)
By [Signature]
Its [Title]
Dated 2/1/2011

SEIU HEALTHCARE MINNESOTA
By [Signature]
Its [Title]
Dated 1/25/11

ALLINA HOSPITALS & CLINICS
(Labor Relations)
By [Signature]
Its [Title]
Dated 4/4/11
LETTER OF UNDERSTANDING

between

Allina Hospitals & Clinics d/b/a St. Francis Regional Medical Center

and

SEIU Healthcare Minnesota

SUBJECT: New Linen Aide Classification

Allina Hospitals & Clinics d/b/a St. Francis Regional Medical Center (the “Hospital”) created the Linen Aide classification for inclusion within the bargaining unit subject to the collective bargaining agreement between the Hospital and SEIU Healthcare Minnesota (the “Union”). Linen and linen-related duties have moved from the Materials Handler position to the Linen Aide position.

The Hospital and the Union have agreed to the following:

1. The Linen Aide wage scale will mirror the Hospital’s Environmental Services wage scale.

2. Four Materials Handler employees—Heen Kock, Patricia Moescht, Juan Querbin and Charles Young—will transfer to the Linen Aide classification. To the extent that any of these employees would receive a lesser hourly wage rate through placement on the Linen Aide scale, any such employees shall be red-circled at their current hourly wage rate until the Linen Aide scale catches up with them. Note that any employees that are over-scale would remain eligible for over-scale bonuses, if any, set out in the applicable collective bargaining agreement.

3. Linen Aides will be offered the opportunity to cross-train into Environmental Services positions, and Environmental Services employees will be offered the opportunity to cross-train into Linen Aide positions. Any cross-train work will be paid at the wage rate of the employee’s primary classification.

4. When extra hours are available in either the Linen Aide or the Environmental Services classifications, a cross-trained employee from outside the classification at issue would be considered an “employee in a classification” under Article 14 (G) of the collective bargaining agreement, thereby receiving consideration under steps 1 and 2 under the 5-step hours distribution process set out in the provision; however, for extra Linen Aide hours, Linen Aides would be considered to have seniority over cross-trained ES employees in this process (this will result in cross-trained ES staff getting extra hours opportunities before Linen Aide employees...
who are in overtime status), and for extra ES hours, ES employees would be considered to have seniority over cross-trained Linen Aides.

5. As to holidays, Linen Aide employees would be given an opportunity in order of seniority to express a preference prior to the posting of the holiday schedule, as to whether the employee should work the holiday or be off the holiday. Holiday schedules will be filled by: (a) Linen Aides who elect to work the holiday in order of seniority; (b) casuals who elect to work the holiday or who must work to meet their casual requirement in order of seniority; (c) cross-trained ES team members who elect to work the holiday in order of seniority; and (d) Linen Aides who did not want to work the holiday in reverse order of seniority. (Note that cross-trained ES employees would still be expected to work holidays in their ES roles pursuant to the collective bargaining agreement.)

AGREED TO:

ST. FRANCIS RMC
By
Its
Dated

SEIU HEALTHCARE MINNESOTA
By
Its
Dated

ALLINA LABOR RELATIONS
By
Its
Dated
LETTER OF UNDERSTANDING

between

St. Francis Regional Medical Center
and

Service Employees International Union Local 113

Subject: PAS Job Family

St. Francis Regional Medical Center and SEIU Healthcare Minnesota have recognized that it is mutually beneficial for the Medical Center and the Registration and Point of Service (PAS) employees to move from the current two separate classification structure to a job family structure.

The new job family will consist of two classifications of Patient Access Specialists - Associate and Intermediate. Effective immediately, all current Registration Specialists will now be Associate PAS and maintain the same wage scale. Also effective immediately, all Insurance/Patient Account Specialist will become PAS Intermediate employees and maintain the same wage scale. In addition, Associate PAS employees will have the opportunity to move to the PAS Intermediate role as described below.

PAS Associate to Intermediate Transition

For the term of this LOU, the parties agree that the provisions of Article 18 job vacancy will be waived to allow for the current PAS staff to take advantage of an opportunity to move into the PAS Intermediate Role. Once a PAS Associate meets the minimum qualifications for the PAS Intermediate role, upon notifying management of an interest in moving into the PAS Intermediate role, provisions will be made to move the employee into the position (requires 2 training classes). Due to limitations on class availability and to allow adequate coverage in the department, if more than 2 employees announce an interest in moving to the Intermediate role, the most senior of the employees will be given the first opportunity. The first opportunity for taking the training will be in January 2014. Once the dates are established, a notice will be sent to employees with a deadline.

The parties further agree that for the term of the LOU, for the first 90 calendar days after completion of training class(es), the employee will be in a probationary period where the employee may decide that he or she is not interested in the PAS Intermediate role and will be allowed to return to his or her position as PAS Associate. After the 90-day probationary period, the employee will move onto the PAS Intermediate wage scale and be considered a PAS Intermediate employee.
The PAS Associate and PAS Intermediate classifications will share one seniority list. As a result, the holiday and vacation bidding will be combined and granting of such requests will not be determined by the employees' classification, but rather by the total number of staff needed for any particular shift.

Agreed to:

ST. FRANCIS REGIONAL MEDICAL CENTER
By: Ann Blake
Title: NE Director
Date: 11-14-13

SEIU HEALTHCARE MINNESOTA
By: Liz Asmus
Title: Allina Director
Date: 11/14/13

ALLINA LABOR RELATIONS
By: Sarah
Title: Labor Relations Counsel
Date: 11-18-13
LETTER OF UNDERSTANDING
BETWEEN
ALLINA HOSPITALS AND CLINICS d/b/a UNITED HOSPITAL
AND
SEIU HEALTHCARE MINNESOTA
Subject: Sterile Processing Classification Updates

This Letter of Understanding reflects an agreement between SEIU Healthcare Minnesota and Allina Hospitals & Clinics/United Hospital for the SEIU Healthcare Minnesota employees currently working in the Surgical Support Technician I (SST I), Surgical Support Technicians II (SST II), and Surgical Support Technicians III (SST III) classifications. After a review of the current job descriptions and the work being performed by the employees in those positions, the parties have agreed:

- The classification of Surgical Support Technicians I (SST I) will be eliminated.
- Central Sterile Processing Technicians (CPT) and will continue at the wage scale set out for the SST Is in the current contract.
- The job title Surgical Support Technician IIs (SST II) will be renamed Surgical Support Technicians (SST) and will continue to be paid at the wage rate for SST IIs.
- The job classification known as Surgical Support Technician IIIIs (SST III) will be eliminated and replaced with Surgical Support Specialists and will be paid at the level of the SST IIIs.
- The two levels associated with each classification (with TVI and without TVI) will remain.

The wage scales for each classification are:

**Central Sterile Processing Technician without TVI**

<table>
<thead>
<tr>
<th>Start</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
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<tr>
<td>3/1/2011</td>
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<td>$19.27</td>
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<td>$22.21</td>
<td>$23.20</td>
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**Central Sterile Processing Technician with TVI**

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<th>Start</th>
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Surgical Support Technician without TVI

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<tr>
<th>Start</th>
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<th>Year 12</th>
<th>Year 15</th>
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Surgical Support Technician with TVI

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<th>Start</th>
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Surgical Support Specialist without TVI

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<th>Start</th>
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Surgical Support Specialist with TVI

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<th>Start</th>
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<th>Year 6</th>
<th>Year 8</th>
<th>Year 12</th>
<th>Year 15</th>
</tr>
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</table>

Finally, the parties recognize that the employees in the Surgical Support Specialist positions are those that have been cross-trained with the exception of employees Sandy Owen and Carol Bartos. The parties are in agreement, however, that on a non-precedent setting basis, Owen and Bartos will continue to be paid at the Surgical Support Specialist rate of pay although they will be classified as Surgical Support Technicians until they become cross-trained.

AGREED TO:

UNITED HOSPITAL

By [Signature]
Its [Position]
Dated [Date]

SEIU HEALTHCARE MINNESOTA

By [Signature]
Its [Position]
Dated [Date]

ALLINA LABOR RELATIONS

By [Signature]
Its [Position]
Dated [Date]
LETTER OF UNDERSTANDING

between

Allina Health d/b/a United Hospital

and

SEIU Healthcare Minnesota

SUBJECT: Centralized Phlebotomy Core Team and PCA Transitions

Allina Health d/b/a United Hospital (the “Hospital”) is moving to a centralized phlebotomy core team model. As part of the transition process, the parties agree as follows:

1. Beginning March 1, 2014, Hospital phlebotomy will be handled by a centralized core team, with the following exceptions:
   - Patient Care Associates (PCAs) in Surgical Services will continue to perform phlebotomy services for their department.
   - PCAs in Day Surgery will continue to perform phlebotomy services for their department.
   - Endoscopy will continue to perform phlebotomy services for their department.
   - The float pool will maintain a small number of PCAs to fill in and support surgical services and the phlebotomy core team as needed.

2. As part of the transition to the centralized phlebotomy model, Hospital PCAs and CV Associates (currently only one) will be re-classified as Nursing Assistants (NAs) effective March 1, with the following two exceptions:
   - PCAs in Surgical Services will remain PCAs.
   - PCAs in Day Surgery will remain PCAs.
   - PCAs in Endoscopy will remain PCAs.
   - 3 PCAs in the Float Pool will remain PCAs.

3. For purposes of transitioning impacted PCAs and CV Associates to NAs, the current pay (as of 2/28/14) of the employees in PCA and CV Associate positions will be red-circled until such time as the NA scale catches up to their pay rate.

4. The PCA who provides training support for phlebotomy (Elnora Thomas) will also not be impacted as part of this Agreement.
AGREED TO:

ALLINA HEALTH D/B/A UNITED HOSPITAL

By: [Signature]

Its: Director, Human Resources

Dated: 2/7/14

SEIU HEALTHCARE MINNESOTA

By: [Signature]

Its: Director of Allina Sector, EVP

Dated: 3/28/14
LETTER OF UNDERSTANDING

between

Allina Health d/b/a United Hospital

and

SEIU Healthcare Minnesota

SUBJECT: Medical Equipment Processing

Allina Health d/b/a United Hospital (the “Hospital”) has reorganized its Medical Equipment Supplies department impacting certain employees in the bargaining unit represented by SEIU Healthcare Minnesota (Union). The parties have agreed to the following related to impact of the reorganization on certain employees and to modify the Article 14(G) for filling of extra hours:

Central Sterile Processing Techs to become Equipment Processor/EVS

Central Sterile Processing Technicians (CSPs) who remained in Medical Equipment Supplies after the March 12, 2014 rebid, will be placed in the new Equipment Processor/EVS classification. The pay scale for the new classification will be as follows:

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<th>Year</th>
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<th>Year 1</th>
<th>Year 2</th>
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<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 8</th>
<th>Year 12</th>
<th>Year 15</th>
</tr>
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</table>

Employees will move onto the scale as per article 20(c) with the exception of Shawna Chappell who will have her salary red-circled until such time as the Equipment Processor/EVS scale catches up to her pay rate. The new wage rate will be effective for these employees on April 19, 2014.

Extra Hours for Equipment Processor/EVS

The parties have agreed to modify the order for filling shifts of the Extra Hours provision of Article 14(G) for openings in the Equipment Processor/EVS classification as follows:

1. Non-overtime, most senior employee in a classification (regularly scheduled employees first, then causal employees)
   a. Equipment Processor/EVS classification first
   b. EVS classification second

2. Overtime, most senior employee in a classification (regularly scheduled employees first, then causal employees)
   a. Equipment Processor/EVS classification first
   b. EVS classification second

Extra Hours for EVS

The parties have agreed to modify the order for filling shifts of the Extra Hours provision of Article 14(G) for openings in the EVS classification as follows:

Page 1 of 2
(3) Non-overtime, most senior employee in a classification (regularly schedule employees first, then causal employees)
   a. EVS classification first
   b. Equipment Process/EVS classification second

(4) Overtime, most senior employee in a classification (regularly scheduled employees first, then causal employees)
   c. EVS classification first
   d. Equipment Process/EVS classification second

AGREED TO:

ALLINA HEALTH D/B/A UNITED HOSPITAL

By [Signature]

Its HR Generalist Sr

Dated 10/1/14

SEIU HEALTHCARE MINNESOTA

By [Signature]

Its Allina Director, EVP

Dated 1/2/14
LETTER OF UNDERSTANDING

between

Allina Health d/b/a United Hospital

and

SEIU Healthcare Minnesota

SUBJECT: Surgical Support Tech - TVI - In Training

Allina Health d/b/a United Hospital (Hospital) and SEIU Healthcare Minnesota (Union) recognize the value of creating a trainee position as career ladder opportunity to move into the Surgical Support Tech - TVI classification.

Therefore, the Hospital and Union have agreed a pilot program for the Support Tech - TVI - In Training position as follows:

1. The Hospital will have sole discretion on hiring into the Support Tech - TVI - In Training position. Article 18(A)(3) criteria will not apply.
2. Employees hired into the positions will be paid $15.00 per hour for all hours in training at the Hospital (classroom and working hours).
3. The schedule for the program (hours worked) is not subject to the limitations of Article 14.
4. The Employee will be required to be enrolled in and successfully complete the appropriate classes for training as a Surgical Support Tech - TVI. This is generally a 3-month training. It is an expectation of the Hospital that the Employee will continue on as an employee of the Hospital upon the completion of the training.
5. The required classes will be provided by the Hospital. The Employee is expected to commit to working in a 0.8 FTE position or higher for at least one year following the completion of the training program. Failure to fulfill this obligation will result in the Employee reimbursing the Hospital for the cost of the training fee ($1500).
6. Upon successful completion of the training (completing the classes and required hours), the employee will be moved into the Surgical Services Tech - Without Certification classification. The hours spent working at the Hospital while in training will count towards Experience Credit hours.
7. Seniority will begin upon the first day of employment in the training position.
8. The entire training period will be considered probationary and once the Employee moves in the Surgical Services Tech - Without Certification position an additional probationary period will apply per the collective bargaining agreement.
9. The Employee is not eligible to transfer to another position within the Hospital while in the training program.
AGREED TO:

ALLINA HEALTH D/B/A UNITED HOSPITAL

By ____________________________

Its ________________

Dated _____________

SEIU HEALTHCARE MINNESOTA

By ____________________________

Its ________________

Dated _____________

ALLINA LABOR RELATIONS

By ____________________________

Its ________________

Dated _____________
LETTER OF UNDERSTANDING

between

Allina Health d/b/a United Hospital

and

SEIU Healthcare Minnesota

SUBJECT: ED Nursing Assistants Transition to ED Techs

Allina Health d/b/a United Hospital (Hospital) has redesigned the staffing model for the Emergency Department away from the use of Nursing Assistants to utilizing ED Techs. In order to transition to the new model with minimal disruption, the parties have agreed to the following:

1. Nursing Assistants working in the ED on the effective date of this agreement will become ED Techs as of that date.
2. As part of the transition from Nursing Assistant to ED Tech, on a one-time, non-precident setting basis, the Hospital will waive the additional qualifications required for the ED Tech classification for those ED Nursing Assistants.
3. The ED Nursing Assistants transitioning to ED Techs will move onto the ED Tech Wage pursuant to the provisions of Article 20(C) (same step and length of service).

AGREED TO:

ALLINA HEALTH D/B/A UNITED HOSPITAL

By: [Signature]

[Title]

Dated 6/13/17

ALLINA LABOR RELATIONS

By: [Signature]

[Title]

Dated 5/18/17

SEIU HEALTHCARE MINNESOTA

By: [Signature]

[Title]

Dated 5/19/17
LETTER OF UNDERSTANDING

between

Allina Hospitals & Clinics

and

SEIU Healthcare Minnesota

SUBJECT: Open Positions in Food Service Call Center

Allina Hospitals & Clinics created a central call center to assist in the food service operations of its hospitals. The call center will consolidate services currently provided at individual hospitals. As a result, two new job classifications will be created: "Operator" and "Tech," although formal job titles have not yet been adopted. The central call center will be located in the Wase Building on the campus of Abbott Northwestern Hospital.

It is agreed that "Operator" position will be included in the SEIU Healthcare Minnesota service bargaining unit at Abbott Northwestern Hospital. It is expected that the initial complement of "Operators" will be filled by transitioning employees from Allina's metro area hospitals to the call center at the Wase Building. Allina and SEIU are discussing the process for transitioning those employees. Except for the initial complement of "Operators" who transition from an Allina hospital to the call center, open positions will be filled as provided in collective bargaining units covering service employees at Abbott Northwestern Hospital, except that the order of priority in Section 18(A)(3) will be as follows:

1. Senior Dietary Department employee in SEIU-represented bargaining units at Abbott Northwestern Hospital, Mercy Hospital, Phillips Eye Institute, and United Hospital – on a system-wide seniority basis.

2. Senior employees on lay off status (and redeployed status as defined in the Strategic Alliance agreement).

3. Senior non-Dietary Department employee in SEIU-represented bargaining units at Abbott Northwestern Hospital, Mercy Hospital, Phillips Eye Institute, and United Hospital – on a system-wide seniority basis.

4. Other applicants.
AGREED TO:

ALLINA HOSPITALS & CLINICS

By

Its Director, Labor Relations

Dated 06-03-2010

SEIU HEALTHCARE MINNESOTA

By

Its Union Director

Dated 6/2/10
LETTER OF UNDERSTANDING

It is in the interest of both the Hospital and the Employee to maintain consistency in work assignments within job classifications.

When Local 113 identifies a concern over consistency in work assignments the issue may be referred to the Local 113 Labor/Management Committee.

The Local LMC will develop and implement a written process for review and action.

By: SIGNED_____________ By: SIGNED_____________
Chair, Allina Labor Policy Committee SEIU, Local 113

Date: ______________________ Date: ______________________
LETTER OF UNDERSTANDING

This is to confirm this agreement reached during the 1991 negotiations which is to be included in a letter of understanding:

It is agreed that each Hospital reserves the right to establish and modify parking charges for the life of the current contract. The Union reserves its right to negotiate with respect to this issue in future contract negotiations.

This letter of understanding will be executed by both parties.

Executed this __________ day of ______________, 1999.

SIGNED
CHAIR, ALLINA LABOR POLICY COMMITTEE

SIGNED
MINNESOTA'S HEALTHCARE UNION SEIU, LOCAL 113 AFL/CIO
LETTER OF UNDERSTANDING
Between
Allina Hospitals and Clinics—
Abbott Northwestern Hospital, Mercy Hospital, Phillips Eye Institute, United Hospital
And
SEIU Local 113
SUBJECT: Sick Leave Payout

It is agreed by Allina Hospitals & Clinics, on behalf of Abbott Northwestern, Mercy and United Hospitals and Phillips Eye Institute, and SEIU Local 113 that the employees on the attached list will continue to receive the sick leave payout as specified in Article 6 (A) of the collective bargaining agreement between Mercy Hospital and SEIU Local 113; and Article 6 (A) of the collective bargaining agreement between Abbott Northwestern Hospital, Phillips Eye Institute, United Hospital and SEIU Local 113, dated March 1, 2003 through February 28, 2006. No other employees will be added to this list.

All listed employees had at least 20 years of service and a sick leave balance of equal to or greater than 500 hours as of February 28, 2006. The list of employees will be attached to this signed Letter of Understanding and a copy of the list will be kept by the Allina Labor Relations Department and SEIU Local 113.

For SEIU Local 113

Jaye Hatchler
Business Representative
Date: 9/30/06

For Allina Hospitals and Clinics

Renee J. Raming
Director Labor Relations
Date: 10/19/06
Allina Hospitals & Clinics d/b/a Abbott Northwestern Hospital
Allina Hospitals & Clinics d/b/a Mercy Hospital
Allina Hospitals & Clinics d/b/a United Hospital

and

SEIU Healthcare Minnesota

SUBJECT: Metro-Wide Nutrition Services Call Center

Allina Hospitals & Clinics created a central call center to assist in the food service operations of its hospitals. The call center consolidated services currently provided at individual hospitals and is located in the Wasie Building on the campus of Abbott Northwestern Hospital.

As a result, Allina created a new job classification entitled “Call Center Operator.” The parties previously agreed that the position will be included in the SEIU Healthcare Minnesota service bargaining unit at Abbott Northwestern Hospital.

The parties agree that the wage scale for the Call Center Operator position will be the same as the Dietary Aide at Abbott Northwestern. The Call Center Operators will also receive a 75 cent/hour premium.

In conjunction with the creation of the call center and other changes within Nutrition Services, Allina created a duty within the Dietary Aide classification known as the “Dietary Aide-Ambassador.”

The parties agree that at Mercy and United hospitals, the duty will be performed by Dietary Aides who will receive the rate specified in the collective bargaining agreement, plus a 75 cent/hour premium.

The parties agree that at Abbott Northwestern, the duty will be performed by Dietary Aides. The employees performing the duty will receive the Dietary Aide rate specified in the collective bargaining agreement, plus a 75 cent/hour premium. However, Dietary Techs who bid into the duty in August 2010 will have their pay rate “red-circled.” For those employees, they will continue to receive their current Dietary Tech rate of pay (as of September 15, 2010) and the Over Scale/Step provision in the collective bargaining agreement will apply. In the future, all new employees who perform the duties will be Dietary Aides and receive the Dietary Aide rate plus the 75 cent/hour premium.

The parties agree that there will be no re-bids in the call center for at least the remainder of 2010.
The Union agrees to withdraw, with prejudice, and cease to pursue any and all grievances filed at all Allina facilities regarding the creation of the call center, the Call Center Operator position, the rate of pay for Call Center Operators, the rate of pay for Dietary Aide-Ambassadors, the re-bid in August 2010 in Nutrition Services at Abbott Northwestern, work performed by Dietary Aide-Ambassadors, and all other grievances regarding the call center, Call Center Operators, or Dietary Aide-Ambassadors. These grievances include, but are not limited to, the grievances attached in Exhibit A. All such grievances will be automatically withdrawn by operation of this Letter of Understanding, effective the date this LOU is executed by the Union. No further notice is required for the grievances to be automatically withdrawn.

AGREED TO:

ALLINA HOSPITALS & CLINICS
By __________________________
Its Director, Labor Relations
Dated 10-06-2010

SEIU HEALTHCARE MINNESOTA
By __________________________
Its Union Director
Dated October 6, 2010
LETTER OF UNDERSTANDING

between

Allina Hospitals & Clinics d/b/a Abbott Northwestern Hospital

Allina Hospitals & Clinics d/b/a Mercy Hospital

and

SEIU Healthcare Minnesota

SUBJECT: Linen Aides

Both Abbott Northwestern Hospital and Mercy Hospital employ environmental service aides and linen aides. These positions are separate job classifications and work in separate departments (Environmental Services and Linen). There are separate wage rates for each position and separate department seniority lists are maintained.

If during the term of the collective bargaining agreements, Mercy or Abbott Northwestern wants to consider combining the job classifications and/or departments, that hospital will contact the Union to discuss the details for combining them.

The consolidation may occur at both hospitals or either hospital.

If the job classifications are combined at either hospital, the wage rate at that hospital for the environmental services aides will apply to the combined job classification.

AGREED TO:

ABBOTT NORTHWESTERN HOSPITAL

SEIU HEALTHCARE MINNESOTA

By

By

Linda Archer

Sarah Sanderson

Its Director, Human Resources

Its Director, Allina Sector

Dated 12/23/08

Dated 12-23-2008
MERCY HOSPITAL

By [Signature]

Its [Title]

Dated 1-6-09

ALLINA LABOR RELATIONS

By [Signature]

Its [Title]

Dated 12-23-2008
Collective Bargaining Agreement
covering Licensed Practical Nurses

between

Abbott Northwestern Hospital
Phillips Eye Institute
United Hospital

and

SEIU Healthcare Minnesota

2018 – 2021
345 Randolph Avenue, Suite 100
St. Paul, Minnesota 55102

Member Resource Center and General Number: 651-294-8100
Fax Number: 651-294-8200

Visit our web site: seiuhealthcaremn.org

**SEIU Steward Office Number:**

Abbott Northwestern Hospital:
612-863-6560

Phillips Eye Institute:
612-775-8957

United Hospital:
651-241-5529
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COLLECTIVE BARGAINING AGREEMENT

These Agreements are made and entered into effective on the First day of March 2018, by and between the undersigned Hospitals, hereinafter referred to as Allina, the “Employer(s)” or the “Hospital(s),” and their successors, and SEIU Healthcare Minnesota, hereinafter referred to as “SEIU” or the “Union,” and its successors.

DEFINITIONS

A. Full-Time Employees: Full-time employees are regularly scheduled to work 80 hours per pay period.

B. Part-Time Employees: Part-time employees are regularly scheduled to work less than 80 hours per pay period.

C. Casual Employees: Casual employees are not regularly scheduled to work (0.0 FTE).

ARTICLE 1
RECOGNITION

The Union shall be the sole representative of all Licensed Practical Nurse employees within the bargaining units certified by the National Labor Relations Board at the Hospitals.

(A) The terms “nurse” or “LPN” as used herein shall mean “licensed practical nurse.” The term “licensed practical nurse” shall mean a person currently holding a license or permit from and recognized by, and in good standing with, the Minnesota State Board of Examiners of Nursing as a Licensed Practical Nurse. The Hospitals and Union agree that only persons so licensed shall be recognized as Licensed Practical Nurses.

(B) Held for future use.

(C) No Discrimination: There shall be no discrimination by the Union or the Employers 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: Each 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 Employers or the Union that conflicts with or contradicts any of the provisions of this Agreement.

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

The management of the Hospital and the direction of the working forces shall be vested solely and exclusively in the Hospital, except as specifically limited by the express written provisions of this Agreement. This provision shall include, but is not limited to, the right to determine the quality and quantity of work performed; to determine the number of employees to be employed; to assign and delegate work; to require observance to Hospital rules, regulations, retirement and other policies; to schedule work and to determine the number of hours to be worked; to determine the methods and equipment to be utilized and the type of service to be provided; and to enter into contracts for the furnishing and purchasing of supplies and services subject to the provisions of Temporary Nurses Section of this Agreement.
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 Labor Relations and the Employer, and any changes in Union Stewards shall be reported to the Employer and Allina 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 is defined as 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.

(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) **Paid Union Steward Training:** Allina will release union stewards for up to two days per calendar year for union-sponsored training. Allina will only pay stewards for up to one day per calendar year for the union-sponsored training. If there is a second day, the stewards must either take PTO or take the day unpaid.

Allina will agree to make every effort to release the stewards for the training.

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 Hospitals will make every effort 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:** All employees shall continue to accrue benefits while serving as a member of the union negotiating committee, including PTO time, insurance benefits, seniority, and pension credits, etc. Ninety-days prior to commencement of the negotiations, the parties will meet to jointly determine the process for bargaining and any compensation to be paid to employee-participants.

**ARTICLE 5**

**PROBATIONARY PERIOD**

The first sixty (60) days of employment of any new full-time employee and the first ninety (90) days of employment of any part-time employee shall be a probationary period, during which the employment of such employee may be terminated with or without cause. The probationary period may be extended for an additional thirty (30) calendar days, provided that the Hospital shall advise the Union in writing of the name or names of employees for whom such extension is desired. The extension request must be received by the Union no later than the fiftieth (50th) calendar day (eightieth (80th) for part-time employees) of the probationary period of the employee involved. The Union may object to such extension by giving written notice to the Hospital within five (5) calendar days following receipt of the notice from the Hospital. If no such written objection is made, the probationary period shall be extended for the additional thirty (30) calendar days.

**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 Wavier 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) **Active Period of Corrective Action:** Written notice of corrective action will be removed from an employee’s personnel file, upon the employee’s request, in accordance with the Corrective Action Policy in effect for SEIU bargaining unit employees.

**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 Labor Relations.

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:**

The employee and/or 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 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 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 Labor Relations, by the Union Representative and/or the Union Steward. The appeal must be submitted to the Director/Vice-President of Allina 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 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.

(D) Deliberate Violations.

In the event that the Employer deliberately violates the provisions of this Agreement relating to wages, hours of work, seniority rights, job classifications or titles, overtime differentials and vacations, any back pay owed to the employees because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight-time rate or overtime rates. The Arbitrator or the Board of Arbitration shall calculate any cost violations and render the double penalty decision when it is definitely and conclusively shown that the violation was deliberate. Reasonable evidence of clerical errors or honest mistakes in interpretation shall exempt the Employer from the double penalty provisions. In such case the Employer will be required to pay only the actual amount of back pay involved. This paragraph shall be subject to the above provisions of this Article.

ARTICLE 8
CASUAL EMPLOYEES

(A) Work Commitment.

When work is available, casual employees are required to work two shifts per month. One of the required shifts must be: (a) a weekend shift or, (b), an evening, night or variable start time shift, if the casual employee works in a department that has such shifts. Casual employees are not obligated to report to duty each time they are requested to work.
Casual employees who are students must be available to work two shifts per three-month period during months when school is in session. The three-month period will begin at the start of the employee’s school term.

Casual employees must be available to work two holidays per year, one of which must be Thanksgiving, Christmas, or New Year’s.

Casual employees assigned call shifts may fulfill these work requirements by either working two shifts per month or by working one shift and one full call shift. Full call shifts will be defined within each individual department.

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

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

(B) Competencies.

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

(1) Regulatory Competencies (Mandatory Annual Training).

Casual employees will be expected to complete any required competencies in a timely manner. If the competencies are not timely completed the employee will receive one written notice of the competencies overdue, the process to complete them, and the date they must be completed. Until the casual completes the competencies, he or she will not be scheduled to work. If the employee fails to complete the competencies by the date due, the employee 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 employee 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 an employee does not remain technically competent, the employee 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 employees 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 employee should be terminated, the Hospital will consider the following:

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

(D) Casual employees will be listed on a separate seniority list from regularly scheduled employees.

ARTICLE 9
LEAD EMPLOYEES

(A) Lead Defined.

Leads are bargaining unit Employees who are regularly assigned additional duties under the supervision and direction of a manager, which may include, but are not limited to the following:

1. Direct and check the work of others.
2. Participate in the orientation and/or training of Employees and provide feedback to management.
3. Co-ordinate the workflow among Employees within the work area.
4. Provide technical or functional direction and support to Employees.
5. Inform management on the operational needs of the department.

Besides these duties, Leads must participate in the regular work of their classification within the department.

B. Leads Are Not Supervisors.

Leads do not act in the role of a supervisor and are not given any authority for performance evaluations, disciplinary actions, or decisions to hire or fire bargaining unit Employees.

Also, Leads may not perform the following duties, except according to a jointly pre-approved process in the absence of the department supervisor or manager:

1. Approve requests for time off, schedule changes or additional hours/overtime.
2. Determine sick call replacement.

Current practices will apply until the principles are developed and implemented.
Leads may not perform the following duty under any circumstances: maintain time and attendance records. (Documenting sick calls, for example, for a supervisor is not considered maintaining time and attendance records.)

**ARTICLE 10**
**PRECEPTORS/TRAINERS**

(A) **Training:** In order to provide consistent training to new employees:

1. When possible, employees will be assigned a primary and secondary preceptor/trainer to work with the employee through his/her orientation.
2. Each department will maintain an updated training checklist. The Hospital will provide a copy of the checklist to the Union. Each department will also maintain a training packet to help preceptors/trainers prepare and demonstrate competency.
3. The training checklist will be used to train each new employee.
4. Where applicable, leads should conduct the precepting/ training. Otherwise, employees should be given the opportunity to volunteer to precept/train.

(B) **Trainers:** Preceptors/trainers must meet the following criteria:

a. The trainer should have at least two years of experience in the job classification at Allina (when possible).

b. The trainer will be an effective listener and communicator.

c. The trainer must demonstrate an interest in training and is committed to Allina and service excellence.

d. The trainer must be in good standing with the Union and meeting the performance expectations of Allina.

e. The trainer must consistently meet their work agreement.

(C) Preceptors/trainers will be allowed adequate time to train new employees properly.

**ARTICLE 11**
**UNIFORMS/SHOES**

Nurses will receive $50.00 annually for the purchase of shoes. Shoe allowance payments will be made available on March 1. To the extent possible, the Hospital will provide this benefit through a uniform vendor, rather than providing the benefit through payroll.
ARTICLE 12
WORKING CONDITIONS

(A) Held for future use.

(B) Held for future use.

(C) **Parking:** Parking and bus passes will be provided on a pre-tax basis.

(D) **Maintenance of Benefits:** Where wages, shift differentials, holidays and similar economic benefits specifically provided for by this Agreement are lower than those now received by an individual Nurse, the Nurse shall not have such benefits reduced by execution of this Agreement.

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 above fifteen (15) minute rest period shall be included in the regular workday.

The Union and the Hospitals have a joint interest in employees being able to take their breaks. If a department has a pattern of inability to take breaks and the employees have attempted to resolve this issue with leadership when it occurs, without success, a team including the affected employee(s), the leader and the steward will meet to solve the problem. A pattern is defined as one or more missed breaks, each week, for four (4) consecutive weeks.

(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.

(C) Employees shall be entitled to uninterrupted relief and meal periods. To achieve this, each station/department will jointly be accountable for the development of a break plan (this will include the definition of a break and coverage available for employees to receive breaks).

ARTICLE 14
HOURS OF WORK AND OVERTIME

(A) **Standard Pay Period (8 and 80):** 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). Eight and one-half (8 1/2) hours shall constitute a day’s work (includes 1/2 hour unpaid meal break). 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.

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

Employees may not work more than one hundred twenty (120) hours in a pay period.

If an employee is scheduled to work more than seven (7) consecutive days, such scheduled days will be paid at time and one-half (1-1/2). After the schedule is posted, an employee may request to work more than seven (7) consecutive days. Said employee shall be paid at regular straight time pay unless the extra shift is in addition to eight (8) hours worked in a day or eighty (80) hours worked in a two-week pay period. The Employer and employee may mutually agree to a schedule of more than seven (7) days without overtime when it meets the mutual interests of both parties.

If an employee volunteers to work on his/her scheduled day off, the employee will be paid at his/her regular rate of pay unless the extra shift is over eighty (80) hours in a two-week pay period. If an employee is mandated to work on his or her day off, the employee will be paid at time and one-half (1-1/2).

The alternative work period will be set on the basis of forty (40) hours worked during any one week. If such schedule is worked, no overtime will be paid for time worked in excess of eight (8) hours during a workday. An employee who works in excess of twelve (12) consecutive hours shall receive double-time the employee’s regular straight time hourly rate for such excess hours.

(B) General Scheduling Patterns: The general pattern of scheduling will be as follows:

(1) Nurses will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. If necessary to allow for flexibility in scheduling, nonconsecutive days off during weekdays (Monday through Friday) may be utilized. 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 normally* scheduled in any two (2) workweeks.
(2) Nurses normally* shall not be required to work more than two (2) shifts (days and reliefs or days and nights) on a permanent basis.

(3) Normally* there shall be at least twelve (12) hours between assigned shifts (days, relief or nights) except on days prior to scheduled days off.

(4) Nurses working a schedule of rotating shifts normally* shall not be scheduled to work the relief shift prior to a scheduled weekend off. No Nurse shall be scheduled to work the night shift immediately preceding a weekend off.

(5) Nurses shall not be scheduled to work more than seven (7) consecutive days without the Nurse’s consent.

(6) Nurses working a schedule of permanent reliefs or permanent nights will receive shift differential while on PTO.

(7) Posting of Schedules: The time schedule shall be posted fourteen (14) calendar days in advance of the Nurses’ work schedule. Changes in posted, block, or weekend schedules will not be made without notification to the Nurse(s) affected. Notice shall be given within a reasonable time, and in person or by phone to the Nurse(s).

* Exceptions to the general pattern of scheduling may be made by agreement between the Hospital and the Nurse concerned or in cases of emergency or unavoidable situations where the application of the general pattern would have the effect of depriving patients of needed nursing service.

(C) Held for future use.

(D) Split Shifts: The Hospital agrees that there will be no split shifts unless it is mutually agreeable to both the Nurse and the Hospital.

(E) Unscheduled Shifts: A Nurse who is called to work an unscheduled shift and who is called no later than one-half (1/2) hour after the commencement of that shift shall be paid for the entire shift if she/he arrives within a reasonable period of time after being called.

(F) Staffing Policies: SEIU internal organizers will receive “draft” staffing policies affecting LPNs prior to implementation.

(G) Extra Hours.

Schedules shall be posted with known holes up to six (6) weeks in advance to the start of the schedule. At the same time, an availability list will be posted for five (5) calendar days. On the sixth (6th) day, the availability list will come down, the holes will be filled as outlined below and a new schedule will be posted.
In order to be eligible for extra shifts and in order to exercise seniority rights, employees must sign the availability list.

Availability lists will be posted in each department. Nursing availability lists will be posted in the staffing office, with the exception of Closed Units such as SARS, PACU, Ambulatory Care, etc., which will post their own lists in their units.

Extra hours will be filled on the following basis from the availability list:

1. Non-overtime, most senior employee in a classification (regularly scheduled employees first, then casual employees).
2. Overtime, most senior employee in a classification (regularly scheduled first, then casual).
3. Non-overtime, most senior qualified employee outside a classification (regularly scheduled first, then casual).
4. Overtime, most senior qualified employee outside a classification (regularly scheduled first, then casual).

After filling extra hours from the employees signed-up on the availability list, the Hospital will:

5. Award extra hours to whomever else will work within that job classification, including those not scheduled to work that day or those who are scheduled to work later on a later shift. (Seniority might not be a determining factor in the number five (5) because employees had the right to exercise their seniority rights by signing the availability lists as outlined in numbers 1-4 above.)

Same day holes as a result of sick calls, etc., will be filled via the availability list and process as referenced above. Same day calls to staffing personnel shall fall into number five (5) above and seniority might not be a determining factor in awarding extra hours because seniority rights can only be exercised by signing the availability list.

(H) **Flexible Scheduling.**

The Hospital and Union may agree upon non-traditional patterns of work schedules, staying within safe working guidelines. Participation in flexible scheduling programs will be voluntary and will be awarded by seniority. Flexible scheduling can include, but is not limited to, a 10 or 12 Hour Shift Program and a Weekend Scheduling Program.

(1) **Ten or Twelve Hour Shifts.**

The Hospital may establish flexible scheduling plans based on department need and employee interest that provide for work schedules of 10 or 12 hour shifts. Plans established under this section shall be subject to the following conditions:
a. Upon request from employees or leaders, a department may create 10 or 12 hour shifts. If requested, the interested parties (consisting of the department leaders, union representative, and employees) will meet and jointly explore the 10 or 12 hour shift option and develop parameters for such shifts. The parameters shall be reduced to writing and may include a trial period.

b. An employee may only work the 10 or 12 hour shift voluntarily and if mutually agreed between the employer and employee. The employee must sign a written agreement that the employee voluntarily agreed to work the 10 or 12 hour flexible work schedule. Non-participating employees within a department will remain on eight hour shifts.

c. If a replacement is required because the employee is absent, the 10 or 12 hour shift may be split up into two five-hour shifts or two six-hour shifts. An employee in the 10 to 12 hour shift program may also 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.

d. 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.

e. An employee may agree to work shifts in addition to those he or she is scheduled under the 10 or 12 hour shift program in accordance with the Extra Hours Section of this Agreement.

f. An employee may revoke her or his consent to the 10 or 12 hour shift pursuant to this program by giving the Hospital written notice of six weeks or a period of time equal to the length of time normally covered by the Hospital’s posted schedule of work hours, whichever is less, prior to the revocation. The employee shall be entitled to return to an open position for which the employee is qualified under the Job Vacancies Article in this Agreement. The Hospital shall likewise give an employee notice of equal length in the event the 10 or 12 hour shift is discontinued. If the Hospital discontinues a 10 or 12 hour shift for an employee, the Hospital will place the employee in the regular schedule at the same FTE status and as close to a shift match as possible to the shift worked under the program.

g. The basic work period shall be forty (40) hours per week. Employees working under the 10 or 12 hour shift program will be paid overtime as provided in the following table, and not as described in the Standard Pay Period Section of this Agreement:
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h. Shift differential shall be paid for all hours of the shift where 50 percent or more of the hours are worked after 3:00 p.m.

i. If at any time, no current employees want to participate in the program (if all employees in the program have revoked their consent and vacancies cannot be filled by current employees), the parties will review whether the program should be continued.

(2) Weekend Scheduling Program.

The Hospital may establish flexible scheduling plans based on department need and employee interest that provide for work schedules of two 12-hour shifts (Saturday and Sunday), three 8-hour shifts (Friday, Saturday, and Sunday), or three 12-hour shifts (Friday, Saturday, and Sunday) every weekend (or any combination thereof). An employee may agree to work additional shifts, but such agreement shall not be a condition of being accepted for the Weekend Scheduling Program.

The benefits of this program may include: decreased weekend overtime, increases in the number of Monday through Friday positions, more weekends off for more senior employees, reduced sick calls on the weekends, and a preferred scheduling option for some employees.

Plans established under this section shall be subject to the following conditions:

a. Upon request from employees or leaders, a department may create a flexible weekend schedule. If requested, the interested parties (consisting of the department leaders, union representative, and employees) will meet and jointly explore the flexible weekend schedule option and develop parameters for such shifts. The parameters shall be reduced to writing and may include a trial period.

b. The Weekend Scheduling Program developed under this program shall be within the period between 7:00 a.m. Friday and 7:00 a.m. Monday.

c. An employee electing this program will be scheduled to work two 12-hour shifts, three 8-hour shifts, or three 12-hour shifts on consecutive days during the above period on every weekend. The employee will receive their regular rate of pay plus an hourly differential to be negotiated between the Hospital and the Union for each
hour worked under this agreement. All hours worked in addition to the Weekend Scheduling Program plan will be paid at the regular rate of pay unless overtime rates of pay apply. Employees designated as lead will continue to receive such pay in addition to the Weekend Scheduling Program.

d. An employee working two 12-hour shifts, three 8-hour shifts, or three 12-hour shifts (or any combination) on the Weekend Scheduling Program shall be credited for each hour worked toward accumulation of all contractually provided benefits, including pension.

e. Low need days will be determined in accordance with the Reductions Other Than Lay Off Article in this Agreement.

f. PTO used shall be paid and be deducted from the employee’s accumulated PTO bank at the same rate as it is accrued.

g. Based on the operational needs of the department, holidays may be scheduled for eight hour shifts or 10 or 12 hour shifts. If 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. Holiday pay shall be based on the number of hours worked on each holiday.

h. Sections of this Agreement relating to the Weekend Bonus, the Weekend Premium, and Shift Differential, shall not apply to shifts worked under the Weekend Scheduling Program, but will apply to any additional weekend shifts an employee agrees to work.

i. The basic work period shall be forty (40) hours per week. Employees working under the 10 or 12 hour shift program will be paid overtime as provided in the following table, and not as described in the Standard Pay Period Section of this Agreement:

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</table>

j. An employee may revoke her or his consent to the Weekend Scheduling Program pursuant to this program by giving the Hospital written notice of six weeks or a period of time equal to the length of time normally covered by the Hospital’s posted schedule of work hours, whichever is less, prior to the revocation. The employee
shall be entitled to return to an open position for which the employee is qualified under the Job Vacancies Article in this Agreement. The Hospital shall likewise give an employee notice of equal length in the event the Weekend Scheduling Program is discontinued. The employee and leader will meet to discuss options available to the employee. If the Hospital discontinues a Weekend Scheduling Program for an employee, the Hospital will place the employee in the regular schedule at the same FTE status and as close to a shift match as possible to the shift worked under the Program.

k. If the Hospital or Union determines that a pilot or trial period is necessary, the Hospital will designate a specific time frame of the pilot or trial period (not to exceed six months). If the Program is discontinued, at the conclusion of the pilot or trial period, the employee shall be returned to the position he or she held prior to the pilot period.

l. An employee participating in this Weekend Scheduling Program may, with Hospital approval, trade hours with an employee who is not on a Weekend Scheduling Program. Each employee involved in the trade will be paid at that employee’s regular rate of pay excluding the Weekend Scheduling Program premium and in accordance with that employee’s standard for overtime eligibility. An employee on a Weekend Scheduling Program who trades hours with another employee who is scheduled to work between 7:00 a.m. Friday and 7:00 a.m. Monday shall continue to receive pay as set forth in this subsection. Any employee who agrees to work a scheduled shift for an employee on a Weekend Scheduling Program shall be paid at the rate of pay the employee would otherwise receive for weekend work.

m. An employee may take up to six whole weekends (four of which may be taken consecutively), in addition to four other shifts during each calendar year. Exceptions may be made on an individual basis by the manager and employee to ensure that the employee may take accrued PTO.

(3) 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) **Increases in Work Agreement:** If a regularly scheduled employee works above his/her work agreement for a minimum of six (6) consecutive months, the employee may request a change in his/her work agreement. (The hours worked above the work agreement do not include unscheduled absences, PTO, leaves of absence, give away shifts, and hours from posted but unfilled positions). The employee who requests a change in his/her work agreement and meets the criteria as stated above will be the employee awarded the extra hours.

(K) **Decreases in Work Agreement:** If the employee works below his/her work agreement for a six (6) month consecutive period of time, management may reduce the work agreement after evaluation and consultation with the employee. Low need days do not apply.

An employee may decrease their FTE upon mutual agreement between employee and their manager and/or by bidding on an open position. Requests for reduction in FTE will be discussed by management, union representative and employee taking into consideration our mutual commitment to preserve FTE and benefit eligible positions. Management will respond to the union and employee within 2 weeks. If denied, management must identify the business reason(s) for denial.

(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) **Floating:** Nurses who are working extra shifts above their FTE status will be required to float before the regularly scheduled Nurse on the unit.

A Nurse with a work agreement of 0.5 FTE or above with 20 or more consecutive years of service with the Hospital and a nurse with a work agreement below .5 who has accumulated 41,600 hours of seniority will not float unless there is no other eligible, qualified Nurse available to float. However, if the eligible, qualified Nurses available to float are those referenced above, they would be given the option to voluntarily float. If there are no volunteers, the Nurse with the lowest seniority hours is required to float.

The LPN shall not be floated off the unit solely to be replaced by an RN unless the grid/skill mix or patient care needs require the floating of the LPN. The preceding sentence shall not interfere with the practice on units that have a floating rotation between RNs and LPNs.
(N) **Pay Guarantee:** If a Nurse reports for work on her/his regular shift and is sent home for lack of work or if a Nurse is asked to report and is then sent home, the Nurse shall receive a minimum of four (4) hours of pay.

(O) **Double Shift Pay:** Nurses working a double shift shall receive pay for sixteen (16) hours at the applicable rate.

(P) Each Nurse who is interested in working in an area of secondary clinical experience shall notify the staffing office. Based on its staffing needs and cost implications, the Hospital will consider orientation of the Nurse to that secondary area.

(Q) Where ever possible, managers should look at opportunities to reduce weekend schedules for Nurses with work agreements of 0.5 FTE or above with 20 or more consecutive years of service with the Hospital, and Nurses with work agreements below 0.5 FTE who have accumulated 41,600 hours of seniority with the hospital.

**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 facility (as of January 2, 2010), 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 (effective August 1, 2008):**

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 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 or more job classifications represented by the Union will be the date of hire into the first bargaining unit position.

(E) **Casual Employees:** Casual Nurses will be on a separate seniority list.
(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:**

In the event a Nurse’s hours are involuntarily reduced by more than twelve (12) occurrences within six (6) consecutive pay periods, the Hospital will review the staffing needs in the Nurse’s department and determine if layoffs are appropriate. Prior to layoffs, in an effort to keep the Nurse whole, the Hospital and Union will meet to explore the option of making work available to the Nurse at other Hospitals covered by this agreement. If this is determined to be workable, a process will be developed to identify those available opportunities/hours.

When 60 percent of the Nurses have reached the threshold in the previous paragraph, the hospital and union would review the staffing situation. The review would be conducted again when 100 percent of the initial limits are assigned.
Mandatory low need days will be limited as follows:

1. One occurrence per pay period up to a maximum of ninety-six (96) hours per calendar year. A calendar year shall be from January 1 to December 31. (An occurrence is a mandatory low need, regardless of whether it is for the entire shift or only part of a shift.)

2. In order to decrease the need for mandatory low need days, LPNs will be floated or scheduled if work is available in other departments within the hospital. In this circumstance, LPNs will receive their regular rate of pay. LPNs will not be displaced by RNs outside the Phillips Eye Institute bargaining unit.

3. LPNs shall be given first opportunity to replace other LPNs due to ill call and vacation schedules. If no LPN is available for the assignment, they may be replaced by an RN.

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, except that special capabilities may be considered for positions requiring special skills. Laid off employees shall be given the opportunity to return to work in a previous classification held by such employee on the basis of the seniority the employee earned in the previous classification.

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.

An LPN will be considered qualified for positions to which the LPN is redeployed if the LPN has the ability to perform the duties of the position within a reasonable period of employer-sponsored orientation and education not to exceed four (4) weeks.

(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. An employee shall be allowed up to 14 calendar days from the date the Hospital issues a notice of recall to report to work. (Employees on recall status will be responsible for providing current contact information to the Hospital and for being accessible while on lay off status.)

(C) Timeline:
a. At least 60 days prior to a reduction, the Hospital will notify the Union that a reduction in employees (or FTEs) may potentially be required.

b. At least 50 days prior to a reduction, the Hospital will provide the Union with a list of job classifications that will be impacted by the reduction and the number of positions (or FTEs) in each classification.

c. At least 44 days before a reduction, the Hospital will provide the Union with a revised work schedule and up-to-date seniority lists for the job classifications and areas/departments where a reduction could occur.

d. Between 35 and 30 days prior to a reduction, the Hospital will conduct a rebid of positions or use other reduction procedures in the affected job classifications and areas/departments.

e. After the re-bid or other reduction process, the Hospital will provide employees with at least thirty (30) calendar days’ notice of layoff or pay in lieu thereof.

f. At day zero, employees displaced through the re-bid/reduction process will be laid off.

(D) Reducing Impact of Reductions: After the Hospital provides the initial notice that reductions may occur, but before the re-bid or other reduction process, the Hospital and Union will meet to discuss potential options for reducing the impact of any reductions. These options may include offering employees the following:

- Encourage and support educational opportunities.
- Priority placement for transfers to other positions.
- Voluntary reduction of FTE.
- Leaves of absence.
- Early retirement for those who qualify.
- The parties may also discuss leaves of absence with pro-rated payments of health insurance premiums.

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. 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 employees bid on vacancies or new positions in the employee’s same classification.

(1) **Posting of Vacancies:** All job vacancies within the bargaining unit shall be posted by the Employer for seven (7) calendar days in a manner and/or in location(s) accessible and visible to all Employees. Job vacancies shall be posted in the department where the vacancy exists. Postings shall include the following information:

a. Minimum qualifications based on the job requirements.
b. Classification, facility, FTE status, shift, department, and starting wage.
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.
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.

For purposes of Item b, an employee will be on “lay off status” if: (1) the employee has received a notice lay off and is waiting for the effective date of the lay off, and (2) the employee has been laid off and still has recall rights.

Such employees on “lay off status” as described who take another position will have their pay “red-circled” at the rate for the position from which they were laid off, provided that the employee’s pay in the new position is lower than the employee’s pay in the position the employee vacated.

Pay will remain at the red-circled rate until such time as the rate of pay in the new position is equal to or greater than the employee’s red-circled pay. However, no employee will remain at the red-circled rate for more than one year after the employee takes the position. At the end of the one-year period, the employee will receive the rate of pay for the classification in which he/she is working.
(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 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.

(C) Held for future use.

(D) **Full-Time Jobs:** It is usually in the mutual interest of the parties to preserve and create full-time positions. Quarterly, the parties will review the overall percentages of full-time employees and if the percentages have fallen, the parties will jointly problem-solve methods to maintain the higher percentage.

### 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 classified as a 0.5 FTE work agreement or greater (i.e., 20 hours or more per week). 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 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:
PTO accrues each pay period based on compensated hours to an annual maximum based on an employee’s length of service with Allina 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 provided in the Use of PTO on Holidays Subsection in this Article.

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 360 hours.

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).**

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(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, parent, grand-parent, step-parent, or sibling 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 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 the Income Protection (Short-Term Disability) Section of this Agreement), 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.
- PTO or FSL will not be granted for absences from work on the day immediately preceding or following a holiday, a weekend or day(s) off when the Nurse is not scheduled to work, unless satisfactory evidence of such illness is presented to Hospital. General requirements of a certificate from a physician or licensed health care provider affiliated with an HMO for proof of sickness shall not be made. Individual Nurses may be required to furnish certificates, provided that such Nurse is given advance notice that the certificate will be required. A Nurse shall not be required to explain an
illness at the time the sick call-in is made. Such explanation may be
required at a later time based on review of a pattern of sick leave use.

(E) **Use of PTO – General:**

An employee’s manager 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.

This section does not apply to holiday scheduling.

(1) **PTO Request/Granting Period:**

Employees shall have the right to make PTO requests with less than fourteen (14)
days’ notice with the understanding that all requests for time off shall be granted
subject to staffing needs. PTO may be scheduled throughout the year subject to
staffing needs. Nurses should submit their PTO requests at least sixty (60) days in
advance. Nurses submitting such a request shall be notified of the approval of PTO
at least forty-five (45) days in advance. Nurses may submit PTO requests less than
sixty (60) days in advance and these requests shall be responded to within ten (10)
days. Approved PTO shall not be rescheduled by the Hospital except by mutual
agreement of the Hospital and the individual Nurse. When more than one timely
request for the same PTO period is made, seniority shall prevail in case of conflict.

(2) Held for future use.

(3) **Scheduling Guidelines:**

A review of PTO scheduling guidelines will occur under the following two
circumstances:

a. When a question/concern is raised regarding adequate PTO opportunities
   for employees in a specific department/unit.
b. If either party proposes changes to the current scheduling guidelines
   regarding how many employees may be granted time-off at a time.

This review will occur jointly and where appropriate will include a retrospective
review of PTO requests approved and denied on a department/unit specific basis. Consensus decision making will be used and PTO scheduling guidelines may be
adjusted to fill the demonstrated needs as identified in review.

(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 employee 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 employees 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 obligations 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 include:**

- New Year’s Day
- Labor Day
- Good Friday or Easter
- Thanksgiving Day
- Memorial Day
- Christmas Day
- Fourth of July
- Nurse’s Birthday
- Cultural/Religious/Personal Holiday

(2) **Christmas and New Year’s:**

Christmas Day shall be deemed to extend over a forty (40) hour period from 7:00 a.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 time and one-half for all hours worked during this time (i.e., for hours actually worked between 0700 military time on December 24 and 2259 military time on December 25 and for hours actually worked between 1500 military time on December 31 and 2259 military time on January 1 and have the option of taking PTO for all hours worked over this holiday period. Back to back shifts shall be deemed to be one (1) shift for purposes of this Section.

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

(a) **Full-time Nurses (Nurses with a 1.0 FTE work agreement).**

Full-time nurses 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.

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 accruals on 72 hours rather than 80 hours.)

(b) Part-time Nurses (Nurses with a work agreement of .5 -.99 FTE).

Nurses 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.

Part-time Nurses who are not scheduled to work a holiday shall elect one of the following options:

If the holiday would normally be a scheduled day off:

1) The employee can work their full FTE and add PTO on the holiday – not resulting in overtime, or
2) The employee can work his/her full FTE without using PTO.

If the holiday would normally be a scheduled day to work.

1) The employee can use PTO on the holiday to arrive at their FTE status, or
2) The employee can take the holiday off without pay and work under their FTE status. (Note: This option will impact the employee’s accruals.)

(c) Nurses with work agreements less than .5 FTE.

A part-time Nurse, (with a work agreement less than .5 FTE), regardless of the number of hours worked per pay period, shall be paid time and one-half (1-1/2) for all hours worked on Christmas Day and/or New Year’s Day and shall receive eight (8) hours of holiday pay for one (1) scheduled shift during this forty (40) hour period. If a Nurse works more than eight (8) hours in one (1) shift during this forty (40) hour period, the Nurse shall receive one (1) hour of holiday pay for each hour in excess of eight (8)
hours. If a Nurse works more than one (1) shift during the forty (40) hour period, the first shift shall be the one for which holiday pay is received. Back-to-back shifts shall be deemed to be one (1) shift for purposes of this Section.

Any part-time Nurse working on any of the other specified holidays shall be paid at the rate of double time the Nurse’s regular rate of pay for all hours worked on the holiday.

(4) Except in cases of emergency or unavoidable situations where it would have the effect of depriving patients of care, Nurses shall not be required to work more than four (4) of the eight (8) specified holidays in this Agreement in any calendar year. A Nurse whose shift is cancelled on a holiday shall have that holiday counted as one of the four (4) holidays the Nurse may be required to work. While maintaining current FTE status, a Nurse who chooses to find a replacement with a qualified Nurse for the scheduled holiday shift shall have that day counted as one of the four (4) holidays the Nurse may be required to work. The Nurse who worked as a result of the agreement will not have the holiday counted as one of the possible four (4) of eight (8) holidays.

(5) To the extent feasible and consistent with proper staffing, Nurses who are scheduled to work on the Christmas and/or Thanksgiving holidays shall have that holiday off in the succeeding year at the Nurse’s option. Holiday schedules shall take precedence over weekend schedules.

(6) Except in cases of emergency or unavoidable situations where it would have the effect of depriving patients of care, a Nurse with a work agreement of .5 or above who has 20 or more consecutive years of service with the Hospital shall not be required to work on the holidays specified in the Recognized Holidays Subsection of this Agreement. A Nurse with a work agreement below .5 who has 41,600 seniority hours of service shall not be required to work on the holidays specified in Recognized Holidays Subsection of this Agreement.

Prior to 9/30/99 eligibility for this was described as full-time Nurse who has 20 or more consecutive years of service with the Hospital. Any Nurse who qualified under that standard will continue to be qualified as long as the Nurse remains full-time.

(7) **Department Closure:** If an employee’s department is closed due to an Allina Recognized Holiday, the employee does not have to use PTO, and can work under his/her work agreement.

(8) **Cultural/Religious/Personal Holiday:**

The Cultural/Religious/Personal Holiday will not be included in the holiday bid and employees may not request to use the holiday during the regular PTO bid. Requests
will be considered outside the bid periods and will be treated as a request for a day off under the Hospital’s/department’s PTO request rules, but the request for using the holiday will get priority over seniority.

Like other requests for PTO, there is no guarantee that a request to exercise the holiday will be approved.

(I) Held for future use.

(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 to less than 20 hours per week (less than .5 FTE), 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 Scale: The minimum wage scale for the classifications of work covered in this Agreement shall be as outlined in Appendix A.

The wage scales will be effective on March 1, 2018.

(B) Charge Nurse: A Nurse will be considered, for the purposes of this Section, a “Charge Nurse” if she/he provides the patient care on a ward, station, or unit without direct supervision by a Registered Nurse assigned to the ward, station, or unit. A “shift of work”, for the purposes of this Section, is defined as eight (8) hours or more of a normal workday. The Nurse defined as a “Charge Nurse” will receive forty-five cents ($.45) per hour additional for work defined in this Section.

(C) Wage Increments: Longevity increments for full-time Nurses shall be based on years of service. Increments for all part-time Nurses shall be based on one (1) year's credit for each 2,080 compensated hours.

(D) Shift Differential: Nurses working the evening or night shift shall be paid one dollar per hour. Shift differential shall be paid for the entire shift for any shift where the majority of the hours worked occurs after 3:00 p.m.

A straight evening and straight night differential of one dollar and twenty cents ($1.20) per hour shall apply to Nurse’s working permanent evenings or permanent nights.

(E) Weekend Premium Pay: A Nurse shall receive premium pay at the rate of fifty cents ($.50) per hour for each hour worked during a period of six (6) consecutive shifts commencing with the Hospital’s regular Saturday day shift.

(F) Weekend Bonus: Full-time and regularly scheduled part-time Nurses who work more weekend shifts than those for which they are regularly scheduled shall be paid an additional fifty dollars ($50) for each full extra shift worked. Shifts of less than eight hours shall receive a prorated bonus. The provisions of this Section shall apply to all shifts worked between 3:00 p.m. Friday and 7:00 a.m. Monday. The weekend bonus shall not be paid if additional shifts are worked as a result of Nurses voluntarily exchanging hours.

(G) Held for future use.

(H) Call pay:

(1) Off Premise:

Payment for on-call hours for Nurses not required to be on Hospital premises shall be one-fourth the employee’s regular rate of pay.
Employees who are scheduled to be on call are not required to answer or respond to calls or pages prior to the start of their scheduled call shift.

A Nurse who is called to work while on-call off premises shall be paid not less than four (4) hours pay at the applicable rate of pay. On-call hours shall not be considered hours worked, and no overtime payment shall be made for such on-call time.

(2) **On Premise:**

Payment for on-call hours, when the Nurse is required to remain on premises, shall be the minimum rate of pay set forth in the Federal Fair Labor Standards Act. If on-call hours occur after the Nurse has completed eight (8) hours of work in a day, overtime for the on-call period shall be based on one and one-half (1 1/2) times the on-call rate. On-call hours which occur on days off shall be treated as overtime hours to the extent that all of the hours worked during the applicable pay period (including the on-call time) exceeds eighty (80). Payment for on-call hours as provided in the preceding sentence shall be based on one and one-half times (1 1/2) the on-call rate regardless of whether said on-call hours fall during or at the end of the two (2) week pay period. Hours actually worked during a period of on-call duty shall be paid for at straight time or overtime rates of pay, whichever is applicable. A Nurse who is required to remain on premises on-call shall be paid not less than four (4) hours pay at the applicable rate of pay.

(I) Held for future use.

(J) **Prior Experience:** Upon the employment by the Hospital of a Nurse who has had prior experience as a Nurse, either in some other Hospital or during a period of prior employment in the Hospital, the Hospital will review and evaluate the experience and qualifications of such Nurse and assign such credit as the Hospital deems reasonable to the previous experience of the Nurse. For the purpose of classification of the Nurse under the Wage Scale Section of this Agreement relating to salary, this credit will be considered as the equivalent of employment in the Hospital.

(K) **Wage Assessment:**

(1) **Assessment Triggering Events:** The Hospital, the Employees, and the Union agree that the Assessment Process will be undertaken by a joint labor-management committee, if any two of the following triggering events, or less than if agreed to by the Union and Employer, have occurred at the same time during the term of the Agreement:

a. The Employee turnover rate for any job classification at the Hospital exceeds 20% for the preceding 12 months.

b. The time required for the Hospital to fill any open positions for a job classification exceeds 60 days.
c. The wages paid by the Hospital for any job classification is lower than the wages paid by the Allina metro hospitals and/or the market by 2% or more.
d. The wages paid by the Hospital for any job classification are lower than the average wages paid by any acute care facility located within 25 miles of the Hospital by 2% or more.
e. The market wage rates for acute care facilities for the starting, midpoint (7 years) and maximum (15 years) wage ranges increases by more than 2%.
f. The Hospital uses non-Hospital staff for any job classification for the first time or the Hospital increases the use of non-Hospital staff by more than 50% for the job classification.

(2) **Adjustments of Wages and/or Benefits:** Wages and/or benefits will not be greater than the Allina Health System market rate. Wages and/or benefit adjustments will occur no more than twice every 12 months per classification.

(3) **Commencing the Assessment Process:** The joint labor-management committee will meet to determine if any two of the triggering events, or less than if agreed to by the Union and the Hospital, stated in this section have taken place and if so, to commence the assessment process. The assessment process will be completed within 30 days.

(4) **Federal Mediation and Conciliation Service:** If the joint labor-management committee is unable to agree on the action to be taken on the wage and salary adjustments to be made after the assessment process is completed or if the joint labor-management committee is unable to agree that any two of the triggering events have occurred, the Hospital and the Union will attempt to resolve the disagreement(s) using interest based mediation which will be conducted by the Federal Mediation and Conciliation Service.

**ARTICLE 21**

**HEALTH AND WELFARE BENEFITS**

(A) **Medical Insurance:**

(1) **Coverage:**

Full and part-time employees regularly scheduled to work twenty (20) hours or more per week may elect from the following options:

**Option A: Allina First.**

a. **Single Coverage:** The Hospital shall pay toward single employee coverage as follows:

   ALLINA FIRST 90%
b. **Dependent Coverage:** The Hospital shall pay toward dependent coverage as follows:

**ALLINA FIRST**

<table>
<thead>
<tr>
<th>Plan Type</th>
<th>Single Portion</th>
<th>Dependent Portion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee plus child[ren]</td>
<td>90%</td>
<td>74%</td>
</tr>
<tr>
<td>Employee plus spouse</td>
<td>90%</td>
<td>75%</td>
</tr>
<tr>
<td>Family</td>
<td>90%</td>
<td>82%</td>
</tr>
</tbody>
</table>

The single portion is determined by taking the total premium amount for single coverage. The dependent portion of the premium is determined by subtracting the total premium amount for single coverage from the total premium amount for the applicable dependent coverage level.

**Option B: Non-Contract Plans.**

Employees may select from the non-contract plan designs at non-contract rates.

(2) **Eligibility:** Employees shall be eligible for the coverage provided in this Section after completing sixty (60) days of employment.

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

The Employer shall provide and pay for an Income Protection Plan for full-time and part-time employees working an FTE status of 0.5 or greater. The Income Protection program pays 60% of an employee’s regular earnings during a period of disability for a maximum of up to 80 calendar days. 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 an 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 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 PTO eligible employees, the Hospital shall provide and pay the premium for a long-term disability plan for Eligible Employees. 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.

Eligible employees will have the ability to elect or waive the long-term disability (LTD) benefits described in this Section during annual enrollment or as the result of a qualified change in status event. Newly hired and newly benefit-eligible employees will default to an elected status; employees must make an affirmative election to waive coverage if desired.

(D) **Life Insurance.**

The Hospital shall provide and pay the full cost of a group term life insurance program in the amount of twenty five thousand dollars ($25,000) for full-time and regularly scheduled part-time Nurses working an average of forty (40) hours or more per two (2) week pay period. Coverage under such plan shall continue until age seventy (70).
Dental Insurance.

The Hospital shall provide and pay the full cost of the 6450 group dental insurance program for full-time Nurses and part-time Nurses who are regularly scheduled to work an average of forty (40) hours or more per two (2) week pay period. The plan shall include the following basic provisions:

(1) The plan shall be a “reasonable and customary” plan providing reimbursement for three (3) types of expenses described as follows:

   a. Type I Expenses (Diagnostic and Preventive)
      - Oral examinations
      - X-rays
      - Prophylaxis (cleaning)
      - Emergency treatment for pain
      - Fluoride treatments
      - Space maintainers

   b. Type II Expenses (Basic Services)
      - Anesthesia
      - Restorations (fillings other than gold)
      - Endodontics (such as pulp capping and root canal therapy)
      - Periodontics
      - Maintenance and repair to dentures, fixes bridges
      - Extractions

   c. Type III Expenses (Major Services)
      - Gold inlay, crowns, etc.
      - Prosthodontics (removable and fixed)
      - Complete dentures. Partial dentures

Type I expenses shall be reimbursed at eighty percent (80%) of the reasonable and customary charge with no deductible; Type II expenses shall be reimbursed at eighty percent (80%) of the reasonable and customary charge with a twenty-five dollar ($25) deductible per year; and Type III expenses shall be reimbursed at fifty percent (50%) of the reasonable and customary charge with a deductible of twenty-five dollars ($25) per year.

(2) The effective date of the plan shall be January 1, 1981. All Nurses employed on said effective date shall be automatically covered by the plan, and Nurses hired on and after the effective date shall be covered on the first day of the month following six (6) months of employment with the Hospital.

(3) Eligibility for benefits and all payments hereunder shall be subject to the terms and provision of the insurance contract establishing the group dental insurance plan.
Copies of the insurance contract shall be furnished to the Union and Summary Plan Descriptions shall be provided to the Union and to all eligible Nurses.

(4) The Hospital will make available to Nurses a family dental option to be paid for by the Nurse.

(F) **Professional Liability Insurance**: The Hospital agrees to provide its employees with the same professional liability insurance coverage which is made available to all other employees working at the Hospital. The Union shall be notified by the Hospital of any change in the liability insurance coverage.

(G) **Eligibility for Benefits**: Eligibility for benefits and all payments provided in this Article shall be subject to the terms and provisions of the insurance contracts establishing the various insurance benefits.

(H) **Leave of Absence**: During a leave of absence, eligible Nurses may continue to be covered under the insurance plans set forth in this Article by paying the required premium to the Hospital.

(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) **Pension**.

(1) Pension contributions shall be provided to the existing Twin City Hospital Workers Pension Fund in the following manner:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective March 1, 2018</td>
<td>$0.63 per hour</td>
</tr>
<tr>
<td>Effective March 1, 2019</td>
<td>$0.67 per hour</td>
</tr>
</tbody>
</table>

(2) The Hospital shall pay from the effective date of this Agreement or the employee’s date of hire (whichever is later) to said pension fund, the above amount for each hour worked by each employee covered by the terms of this Agreement. Payment shall be made periodically for periods not to exceed one (1) month, at such times as shall be agreed to between the parties. In computing and determining the number of hours worked by any employee under this Article, all time off from work on paid sick leave, paid jury leave, paid funeral leave, paid holidays paid vacation or any other compensated hours shall be counted as hours worked by the employee.

The Hospital shall furnish the following information to said pension plan:
Employee name, address, date of hire, initial date of participation in the plan, birth
date, and social security number. The Hospital shall also furnish to the pension fund on a monthly basis a list of all hours worked by each compensated employee covered by this Agreement.

(3) The payments made shall be used to provide pension benefits for covered employees and shall apply to employees retiring on or after January 1, 1966. The amounts paid to the pension fund shall be held in trust for the exclusive benefit of all covered employees.

(4) The pension fund shall be administered by a Board of Trustees initially consisting of six (6) members. Three (3) shall be designated by the Union and three (3) by the Hospitals’ Representative, Metropolitan Healthcare Partnership (MHP) or a successor entity designated by the participating hospitals. In the event other hospitals, not members of MHP or a successor entity designated by the participating hospitals, become contributing employers to the pension fund and there is agreement that such hospitals shall be represented on the Board of Trustees, the number of trustees shall be modified to provide for such representation; provided, however, that in all events the number of Union trustees shall equal those designated by the Hospitals. All action of the trustees shall be by unit vote with the Hospital trustees collectively casting one (1) vote and the Union trustees collectively casting one (1) vote. The parties shall forthwith amend the provisions of the existing Pension Trust Agreement and Pension Plan to incorporate the changes in the method of administration provided in this Section.

There shall be an annual meeting of the trustees and such other meetings as they may determine.

An annual audit of the pension fund shall be conducted by a certified public accountant, who shall be selected by mutual agreement of the Union and the Hospitals. If no such selection has been made within sixty (60) days of the date hereof, selection shall be made by this Board of Arbitration.

The trustees shall apply all funds received pursuant to this Article exclusively to provide pension funds, except such disbursements as are specifically provided for herein. They shall serve without compensation, but may be reimbursed for actual and necessary expenses incurred in connection with their duties as trustees. They may authorize payment of reasonable expenses of administration of the fund, including such fees and services as are directly related to the pension fund.

(5) Employees covered by this Agreement shall automatically be members of the pension fund upon submission by the Employer to the pension fund of such information as may be necessary for pension purposes. The trustees thereupon shall certify the facts of such membership to the Hospital and the covered employee. No application, enrollment or other kind of action shall be required of any such employee as a condition to coverage or membership within the pension fund.
Any unresolved dispute arising out of the action, or inaction, of the trustees, or the operation of the pension fund, shall be submitted to arbitration upon prompt written notice by the parties. Such notice shall set forth the nature of the dispute and request submission thereof to a neutral arbitrator. The effect of any proposed action by the trustees, or any proposed operation of the pension fund shall be suspended, upon giving such notice, until determined by the neutral arbitrator. The neutral arbitrator shall be designated by agreement of the parties. If not agreement is reached on the selection of the neutral arbitrator, the arbitrator shall be selected from a list of eleven (11) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service using the panel for the Metropolitan Minneapolis/St. Paul Area in the fashion as a neutral arbitrator is selected using Step 3 of Section 7(C) of this Agreement. The remaining person shall then serve as the neutral arbitrator. The decision of the neutral arbitrator shall be final and binding on all parties. The fees and expenses of the neutral arbitrator shall be paid as an expense of administration of the pension fund.

(B)  **401(k) Matching Contributions.**

If the employee satisfies the match eligibility requirements set forth in the Allina Matched Savings Plan (e.g., regularly scheduled to work 0.5 FTE or above or have completed a Year of Service with 1,000 or more credited hours), Allina shall contribute a matching contribution of $0.50 for every $1.00 of participant contributions, up to a maximum match contribution of 1 percent of eligible earnings.

**ARTICLE 23**

**DISABILITY AND LEAVES OF ABSENCE**

(A)  **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, including pregnancy, which exhausts frozen sick leave. Such leave shall be for the period of illness or disability only. Such leave shall not exceed one (1) year in length. However, an employee who has been employed for less than twelve (12) 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. An employee shall be returned to the employee’s regularly scheduled position with full seniority and without loss of benefits upon certification by a competent physician of recovery from such illness or disability. Frozen sick leave payments as provided in this Article 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 three (3) months or more.

(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 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:** Length of service increments and PTO shall continue to accrue during the first fourteen (14) calendar days of such leave.

(J) **Personal Leave:** The Hospital shall grant a Nurse a personal leave of absence for legitimate reasons and for a reasonable period of time not to exceed ninety (90) calendar days. Legitimate reasons shall include, but are not limited to, parenthood leave, adoption leave, critical illness or death in the immediate family (spouse, parents, brothers, sisters and children) and education leave. With respect to leaves of absence granted in accordance with the Family and Medical Leave Act, the Hospital shall pay the Hospital’s portion of health and dental insurance coverage for the first twelve (12) weeks of the leave of absence. Length of service increments and PTO shall continue to accrue during the first fourteen (14) calendar days of such leave. Nurses may contact either a Human Resources Representative at their Hospital or their Internal Organizer to obtain further information regarding the Family and Medical Leave Act. Upon agreement of the Nurse, Hospital and Union, personal leave of absence may be mutually extended beyond the ninety (90) calendar day limitation.

(K) **Return from Leave of Absence:** A Nurse returning from a leave of absence within ninety (90) calendar days after the commencement of the leave shall be returned to the Nurse’s former position. A Nurse returning from a leave after ninety (90) calendar days from the commencement of such leave shall be returned to work as a Licensed Practical Nurse.
ARTICLE 24
EDUCATION DEVELOPMENT

(A) Full-time employees and employees regularly scheduled to work twenty (20) or more hours per week will be eligible for assistance for tuition, required fees, and books up to $2,500 per year for educational coursework 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.

4. An employee may use up to $500 per year of the $2,500 for workshop or certifications provided that the coursework is related to employment opportunities within Allina. Money used for workshops or certifications do not have to be repaid.

(B) Any education required by the Hospital subsequent to employment shall be provided during hours compensated pursuant to the contract Agreement and with the expense thereof paid by the Hospital.

(C) A Nurse shall receive one normally scheduled day off work per calendar year for education, with no pay, but no loss of benefits for Nurses who are regularly scheduled to work an average of forty (40) hours or more per two (2) week pay period, providing that the Nurse gives two (2) weeks’ notice and adequate staffing exists.

(D) Educational Leave: A Licensed Practical Nurse who chooses to undertake the sequence of studies required to qualify as a Registered Nurse or other baccalaureate prepared health care occupation shall be granted a leave of absence under Personal Leave Section of this Agreement for the time necessary to complete such study up to a maximum of two (2) years. Upon returning from such leave of absence as a Licensed Practical Nurse, the Hospital will reemploy the Nurse in the next available LPN opening for which she/he is qualified.

(E) Skill-building/education that may be required as a result of changes in the health care delivery system will be made available to affected LPNs on an as-needed basis.
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 two SEIU employee representatives 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.

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

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

(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
(Held for Future Use)

ARTICLE 27
MISCELLANEOUS ITEMS

(A) Job Duties.

In the event the Hospital is giving serious consideration to any substantial changes in the overall job duties of Nurses, the Union shall be given notice within thirty (30) days of the date that the Hospital decides to so consider such changes. The Union and the Hospital will meet and confer prior to any major care delivery changes and review potential changes at the unit level prior to implementation.

The Union shall then be given the opportunity to negotiate the issue with the Hospital and present its views, arguments and opinions in connection with the proposed changes prior to any final decision relating thereto. The negotiations shall consider whether or not said changes are made, alternative means of accomplishing the result desired by the job duty changes and appropriate means to eliminate or minimize any disruptive effects on Nurses
because of such changes. No Nurse shall be laid off as a result of any of the changes referred to in this Article.

(B) **Shift of Choice.**

Nurses with length of employment in the Hospital of ten (10) or more years, as defined in the Seniority Definition Section of this Agreement, shall be afforded the opportunity to work a permanent shift of the Nurse’s choice subject to the following conditions:

1. The offering of permanent shifts shall be objectively determined on a unit basis and shall not adversely affect the need to provide proper staffing and experience levels on all shifts.

2. If not all ten (10) year Nurses can be offered a permanent shift on a unit, such offering shall be made first to full-time Nurses on the basis of length of employment in the Hospital as defined in the Seniority Definition Section of this Agreement. The opportunity to elect a permanent shift of the Nurse’s choice shall thereafter be offered to eligible part-time Nurses on the basis of length of employment.

3. To the extent that permanent day shifts are selected on a unit, it is understood and agreed that the balance of the staff on such units may be required to work additional relief and night shifts occasioned by the establishment of permanent day shifts.

4. Eligible Nurses who cannot be offered a permanent shift on their present unit shall be given reasonable opportunity to transfer to other units where vacancies exist and where permanent shifts may be established, provided that such Nurses are presently qualified, with station orientation, to perform the duties of the vacant position in the other unit.

(C) **Temporary Nurses.**

The Hospital agrees that it will be its policy to utilize its own staff for any regular staffing rather than temporary Nurse personnel from the outside sources. Temporary Nurses will be used only as a supplement to and not in lieu of regular nursing staff. The scheduling of temporary Nurses will be limited to those situations where the regular staff Nurses are not available for assignment and no other means of providing nursing staff are available within a reasonable time.

Temporary Nurses shall not be given unit or shift assignment preference over regular staff except where no other reasonable alternative is available to provide needed nursing coverage.

The use of temporary Nurses and on-call Nurses will be recognized by the parties as a legitimate subject for discussion and/or study through labor-management meetings, if such meetings are re-established under the Labor Management Committees letter of understanding.
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) LANGUAGE

The Employers 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
(Held for Future Use)

ARTICLE 31
DURATION

Except as otherwise provided, these Agreements shall be effective on March 1, 2018, and shall be in full force and effect through and including February 28, 2021 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 February 28, 2021, or February 28 of successive years thereafter.

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

ALLINA HEALTH SYSTEM

Christine W. Moore, Senior Vice President & Chief Human Resources Officer

Tracy L. White, Abbott Northwestern Hospital

Mary R. Czech, Abbott Northwestern Hospital

SEIU HEALTHCARE MINNESOTA

Jamie Gulley, President

Liz Asmus, Executive Vice President

Lynn Carlson
ACTION ITEM

The parties agree to discuss the possibility of using temporary employees to facilitate regular employees in large departments taking time off in the summer.
## APPENDIX A: WAGE SCALES

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LOU #1: Implementation of Corrective Action Policy
LOU #3: Labor Management Committees
LOU #64: Sick Leave Payout
LOU #110: Health Insurance
LOU #112: Pension
LETTER OF UNDERSTANDING

Between

Allina Hospitals & Clinics

and

SEIU Healthcare Minnesota

SUBJECT: Implementation of Corrective Action Policy

Allina Hospitals & Clinics and SEIU Healthcare Minnesota have jointly developed a Corrective Action Policy covering Allina employees represented by the Union for purposes of collective bargaining. This Letter of Understanding describes the parties’ agreement regarding the implementation of this policy.

Allina 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 August 1, 2008.

2. On or after August 1, 2008, the level of corrective action issued to an employee under either 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 August 1, 2008, 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 during the active period will be issued 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 August 1, 2008, 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 during the active period will be issued in accordance with the Corrective Action Policy.

   c. If an employee has received a written warning for any offense within the six-month period prior to August 1, 2008 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 six months after written warning was issued. Any corrective action issued during the active period will be issued 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 August 1, 2008, 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 during the active period will be issued in accordance with the Corrective Action Policy.

e. Employees will be deemed to have received a Level 1 – Coaching for all issues for which the employee received coaching/counselings, verbal warnings, and written warnings during the six-month period prior to August 1, 2008. Employees will be deemed to have received a Level 1 – Coaching for all issues for which the employee received suspensions during the 12-month period prior to August 1, 2008.

f. 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 Allina’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 Allina investigation.

AGREED TO:

ALLINA HOSPITALS & CLINICS

By

Its

Dated 4/14/08

SEIU HEALTHCARE MINNESOTA

By

Its Internal Contract Organizer

Dated 4/14/08
LETTER OF UNDERSTANDING

between

Allina Hospitals & Clinics

and

SEIU Healthcare Minnesota

SUBJECT: Labor Management Committees

During collective bargaining in 2008, Allina Hospitals & Clinics and SEIU Healthcare Minnesota agreed to eliminate the Labor Management Committee provisions in the bargaining agreements covering employees at Abbott Northwestern Hospital, Mercy Hospital, United Hospital, Phillips Eye Institute, Unity Hospital, St. Francis Regional Medical Center, and Owatonna Hospital.

If, at any point in the future, the parties' Strategic Alliance relationship is dissolved, the parties agree to re-establish labor management committees upon the request of either party. If requested, the following provision regarding labor management committees will apply in each collective bargaining agreement:

A Labor Management Committee shall be established to support labor and management cooperation, build trust and understanding, communicate, and problem solve on areas of mutual interest. The Committee shall consist of an equal number of union members and managers. The issues to be covered may include work redesign, job descriptions, working relationships with management and employees, organizational performance, employment security, diversity in the workplace, and training and development. Formal grievances shall not be discussed in labor management committee meetings.

AGREED TO:

ALLINA HOSPITALS & CLINICS

By __________________________

Its VP Human Resources

Dated __4/18/08___

SEIU HEALTHCARE MINNESOTA

By __________________________

Its Internal Contract Agency

Dated __4/18/08___
LETTER OF UNDERSTANDING - 2

Between
Allina Hospitals and Clinics
Abbott Northwestern Hospital, Phillips Eye Institute, United Hospital
And
SEIU Local 113

SUBJECT: Sick Leave Payout

It is agreed by Allina Hospitals and Clinics on behalf of Abbott Northwestern, PEI, United Hospitals, and SEIU Local 113 that the employees on the attached list will continue to receive the sick leave payout as specified in Article 19.3 of the collective bargaining agreement effective October 1, 2003 as follows:

"Nurses with 20 calendar years or more of service upon voluntary termination will either be paid a maximum of 10 days accumulated sick pay at the rate of one (1) day for each six (6) months of employment for which no sick leave was used or be able to cash out sick time hours over 500 hours, whichever is greater."

All listed employees had at least 20 years of service and a sick leave balance of equal to or greater than 500 hours as of September 30, 2006. The list of employees will be attached to this signed Letter of Understanding and a copy of the list will be kept by the Allina Labor Relations Department and SEIU Local 113.

For SEIU Local 113
Kareen Costello
Business Representative

For Allina Hospitals and Clinics
Renee J. Ramey
Director Labor Relations

10-10-06
Date

11-7-06
Date
Allina Health 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 financial penalty). 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:

ALLINA HEALTH SYSTEM

By

As

VP, Labor Relations

Dated 07-26-2018

SEIU HEALTHCARE MINNESOTA

By

Its

President

Dated May 2, 2018
SUBJECT: Pension Contributions

If the other participating Twin Cities hospital systems agree with the Union to increase contributions to the Twin City Hospital Workers Pension Fund as part of their negotiations for successor contracts for the contract(s) set to expire on February 28, 2018, then the Union may request to re-open the contracts for the sole purpose of requesting Allina to match the pension contribution increases up to a total cost of 1 percent of annual wage costs in each year. The contracts will otherwise remain in full force and effect.

For any year in which Allina agrees to match the increase to pension contributions, the wage increase for that year will be reduced by 0.07 percent for every 1 cent per hour increase to the pension contribution. (For example, if the pension contributions are increased by 2 cents per hour, a 2 percent wage increase would be lowered to 1.86 percent.)

If any increased pension contribution would result in a less than a 0 percent wage increase based on the formula described above, the pension contribution increase will not be made until the parties agree to an appropriate offset in another year to cover the cost of the contribution. In the event that an increased pension contribution for 2018 is agreed to by the other participating Twin Cities hospital systems and the Union after Allina has already instituted the wage increases to be effective March 1, 2018, then the 2018 wage increases will not be affected. However, the increased pension contributions will not be made until the parties agree to the increase and the wage increase in the subsequent year will be lowered by an amount sufficient to cover the cost of the increased contributions in Year 1.

AGREED TO:

ALLINA HEALTH SYSTEM

By __________________________
Its __VP, Labor Relations

Dated 07-26-2018

SEIU HEALTHCARE MINNESOTA

By __________________________
Its __President

Dated ________________
Collective Bargaining Agreement
covering Technical Employees

between

Phillips Eye Institute
Mercy Hospital – Unity Campus

and

SEIU Healthcare Minnesota

2018 – 2021
345 Randolph Avenue, Suite 100
St. Paul, Minnesota 55102

Member Resource Center and General Number: 651-294-8100
Fax Number: 651-294-8200

Visit our web site: seiuhealthcaremn.org

**SEIU Steward Office Number:**

Phillips Eye Institute:
612-775-8957

Mercy Hospital:
763-236-8899
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COLLECTIVE BARGAINING AGREEMENT

These Agreements are made and entered into effective on the First day of March 2018, by and between the undersigned Hospitals, hereinafter referred to as Allina, the “Employer(s)” or the “Hospital(s),” and its successors, and SEIU Healthcare Minnesota, hereinafter referred to as “SEIU” or the “Union,” and its successors.

DEFINITIONS

A. Full-Time Employees: Full-time employees are regularly scheduled to work 80 hours per pay period.

B. Part-Time Employees: Part-time employees are regularly scheduled to work less than 80 hours per pay period.

C. Casual Employees: Casual employees are not regularly scheduled to work (0.0 FTE).

ARTICLE 1
RECOGNITION

The Union shall be the sole representative of all technical employees within the bargaining units certified by the National Labor Relations Board, or as previously agreed by the parties, at the Hospitals as follows:

Mercy Hospital – Unity Campus (“Unity”): Technical employees described in Appendix A.

Phillips Eye Institute (“PEI): Technical employees described in Appendix B.

(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, 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.

**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 Labor Relations and the Employer, and any changes in Union Stewards shall be reported to the Employer and Allina 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 is defined as 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.

(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) **Paid Union Steward Training:** Allina will release union stewards for up to two days per calendar year for union-sponsored training. Allina will only pay stewards for up to one day per calendar year for the union-sponsored training. If there is a second day, the stewards must either take PTO or take the day unpaid.

Allina will agree to make every effort to release the stewards for the training.

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 every effort 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:** All employees shall continue to accrue benefits while serving as a member of the union negotiating committee, including PTO time, insurance benefits, seniority, and pension credits, etc. Ninety-days prior to commencement of the negotiations, the parties will meet to jointly determine the process for bargaining and any compensation to be paid to employee-participants.

**ARTICLE 5**
**PROBATIONARY PERIOD**

The first sixty (60) days of employment of any new full-time employee and the first ninety (90) days of employment of any part-time employee shall be a probationary period, during which the employment of such employee may be terminated with or without cause. The probationary period may be extended for an additional thirty (30) calendar days, provided that the Hospital shall advise the Union in writing of the name or names of employees for whom such extension is desired. The extension request must be received by the Union no later than the fiftieth (50th) calendar day (eightieth (80th) for part-time employees) of the probationary period of the employee involved. The Union may object to such extension by giving written notice to the Hospital within five (5) calendar days following receipt of the notice from the Hospital. If no such written objection is made, the probationary period shall be extended for the additional thirty (30) calendar days.

**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 Wavier 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) **Active Period of Corrective Action:** Written notice of corrective action will be removed from an employee’s personnel file, upon the employee’s request, in accordance with the Corrective Action Policy in effect for SEIU bargaining unit employees.

**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 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:**

The employee and/or 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 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 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 Labor Relations, by the Union Representative and/or the Union Steward. The appeal must be submitted to the Director/Vice-President of Allina 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 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.

(D) Deliberate Violations.

In the event that the Employer deliberately violates the provisions of this Agreement relating to wages, hours of work, seniority rights, job classifications or titles, overtime differentials and vacations, any back pay owed to the employees because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight-time rate or overtime rates. The Arbitrator or the Board of Arbitration shall calculate any cost violations and render the double penalty decision when it is definitely and conclusively shown that the violation was deliberate. Reasonable evidence of clerical errors or honest mistakes in interpretation shall exempt the Employer from the double penalty provisions. In such case the Employer will be required to pay only the actual amount of back pay involved. This paragraph shall be subject to the above provisions of this Article.
ARTICLE 8
CASUAL EMPLOYEES

(A) Work Commitment.

UNITY:

When work is available, casual employees are required to work two shifts per month. One of the required shifts must be: (a) a weekend shift or, (b), an evening, night or variable start time shift, if the casual employee works in a department that has such shifts. Casual employees are not obligated to report to duty each time they are requested to work.

Casual employees who are students must be available to work two shifts per three-month period during months when school is in session. The three-month period will begin at the start of the employee’s school term.

Casual employees must be available to work two holidays per year, one of which must be Thanksgiving, Christmas, or New Year’s.

Casual employees assigned call shifts may fulfill these work requirements by either working two shifts per month or by working one shift and one full call shift. Full call shifts will be defined within each individual department.

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

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

PEI:

When work is available, casual employees are required to work two shifts per month. One of the required shifts must be: (a) a weekend shift or, (b), an evening, night or variable start time shift, if the casual employee works in a department that has such shifts. Casual employees are not obligated to report to duty each time they are requested to work.

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

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

(B) Competencies.

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

(1) Regulatory Competencies (Mandatory Annual Training).

Casual employees will be expected to complete any required competencies in a timely manner. If the competencies are not timely completed the employee will receive one written notice of the competencies overdue, the process to complete them, and the date they must be completed. Until the casual completes the competencies, he or she will not be scheduled to work. If the employee fails to complete the competencies by the date due, the employee 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 employee 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 an employee does not remain technically competent, the employee 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 employees 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 employee should be terminated, the Hospital will consider the following:

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

(D) Casual employees will be listed on a separate seniority list from regularly scheduled employees.
ARTICLE 9
LEAD EMPLOYEES

(A) Lead Defined.

Leads are bargaining unit Employees who are regularly assigned additional duties under the supervision and direction of a manager, which may include, but are not limited to the following:

1. Direct and check the work of others.
2. Participate in the orientation and/or training of Employees and provide feedback to management.
3. Co-ordinate the workflow among Employees within the work area.
4. Provide technical or functional direction and support to Employees.
5. Inform management on the operational needs of the department.

Besides these duties, Leads must participate in the regular work of their classification within the department.

B. Leads Are Not Supervisors.

Leads do not act in the role of a supervisor and are not given any authority for performance evaluations, disciplinary actions, or decisions to hire or fire bargaining unit Employees.

Also, Leads may not perform the following duties, except according to a jointly pre-approved process in the absence of the department supervisor or manager:

1. Approve requests for time off, schedule changes or additional hours/overtime.
2. Determine sick call replacement.

Current practices will apply until the principles are developed and implemented.

Leads may not perform the following duty under any circumstances: maintain time and attendance records. (Documenting sick calls, for example, for a supervisor is not considered maintaining time and attendance records.)

ARTICLE 10
PRECEPTORS/TRAINERS

(A) Training: In order to provide consistent training to new employees:

1. When possible, employees will be assigned a primary and secondary preceptor/trainer to work with the employee through his/her orientation.
2. Each department will maintain an updated training checklist. The Hospital will provide a copy of the checklist to the Union. Each department will also maintain a training packet to help preceptors/trainers prepare and demonstrate competency.

3. The training checklist will be used to train each new employee.

4. Where applicable, leads should conduct the precepting/training. Otherwise, employees should be given the opportunity to volunteer to precept/train.

(B) **Trainers:** Preceptors/trainers must meet the following criteria:

   a. The trainer should have at least two years of experience in the job classification at Allina (when possible).
   
   b. The trainer will be an effective listener and communicator.
   
   c. The trainer must demonstrate an interest in training and is committed to Allina and service excellence.
   
   d. The trainer must be in good standing with the Union and meeting the performance expectations of Allina.
   
   e. The trainer must consistently meet their work agreement.

(C) Preceptors/trainers will be allowed adequate time to train new employees properly.

**ARTICLE 11**
**UNIFORMS / SHOES**

PEI:

(A) **Uniform Allowance:** If the Hospital requires, suggests, or in any way indicates the desirability or requirement of wearing apparel of a particular color, pattern, design, or material, then the Employer shall furnish the same without cost to the employee or pay to such employee a uniform allowance as follows:

(1) **Initial Uniform Allowance Upon Hire:** All new employees hired in job classifications in which uniforms are required and who are regularly scheduled to work twenty (20) or more hours per week shall receive an initial uniform allowance according to this schedule:

The uniform allowance amounts listed shall be as follows:

- hired during March, April, or May $130.00
- hired during June, July, or August $101.25
- hired during September, October, or November $72.50
• hired during December, January, or February $ 43.75

(2) **Annual Uniform Allowance:** On March 1 following the initial date of employment, employees shall receive uniform allowances as follows:

- full time employees $130.00
- part time employees scheduled to work twenty (20) or more hours per week $100.00

(3) For employees regularly scheduled to work less than twenty (20) hours per week, the Hospital shall furnish one (1) uniform each contract year. The employee shall return the uniform to the Hospital upon termination of employment.

(4) Employees may use their uniform allowance to purchase shoes.

(5) 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.

(6) 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.

(7) 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) **Shoe Allowance:**

Employees who are provided with scrubs paid for by the hospital will receive $50.00 annually for the purchase of shoes.

(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:** Where employees bring their lunch, a dining room and locker facilities shall be available for their convenience.

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

(C) Held for future use.

(D) **No Lowering or Better Conditions or Wages Because of Contract:** No employee shall suffer a reduction in pay or lose a better working condition, cost or non-cost, because of anything covered in this Agreement nor shall an employee be deprived of any increase or better benefit outlined herein. No employee receiving in excess of the herein outlined wage rates or any better condition shall suffer a loss of such higher rate or better working condition by reason of anything in this contract.

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 above fifteen (15) minute rest period shall be included in the regular workday.

The Union and the Hospitals have a joint interest in employees being able to take their breaks. If a department has a pattern of inability to take breaks and the employees have attempted to resolve this issue with leadership when it occurs, without success, a team including the affected employee(s), the leader and the steward will meet to solve the problem. A pattern is defined as one or more missed breaks, each week, for four (4) consecutive weeks.

(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.

(C) Employees shall be entitled to uninterrupted relief and meal periods. To achieve this, each station/department will jointly be accountable for the development of a break plan (this will include the definition of a break and coverage available for employees to receive breaks).
ARTICLE 14
HOURS OF WORK AND OVERTIME

(A) **Standard Pay Period (8 and 80):** 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). Eight and one-half (8 1/2) hours shall constitute a day’s work (includes 1/2 hour unpaid meal break). 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.

<table>
<thead>
<tr>
<th>HOURS WORKED</th>
<th>RATE OF PAY</th>
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<tbody>
<tr>
<td>Up to 8 hours per day</td>
<td>Regular rate of pay</td>
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<tr>
<td>Greater than 8 hours and up to 12 hours per day</td>
<td>One and one-half (1-1/2) times the regular rate of pay</td>
</tr>
<tr>
<td>Over 80 hours in a pay period</td>
<td>One and one-half (1-1/2) times the regular rate of pay</td>
</tr>
<tr>
<td>Over 12 consecutive hours in a day</td>
<td>Two (2) times the regular rate of pay</td>
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Employees may not work more than one hundred twenty (120) hours in a pay period.

If an employee is scheduled to work more than seven (7) consecutive days, such scheduled days will be paid at time and one-half (1-1/2). After the schedule is posted, an employee may request to work more than seven (7) consecutive days. Said employee shall be paid at regular straight time pay unless the extra shift is in addition to eight (8) hours worked in a day or eighty (80) hours worked in a two-week pay period. The Employer and employee may mutually agree to a schedule of more than seven (7) days without overtime when it meets the mutual interests of both parties.

If an employee volunteers to work on his/her scheduled day off, the employee will be paid at his/her regular rate of pay unless the extra shift is over eighty (80) hours in a two-week pay period. If an employee is mandated to work on his or her day off, the employee will be paid at time and one-half (1-1/2).

The alternative work period will be set on the basis of forty (40) hours worked during any one week. If such schedule is worked, no overtime will be paid for time worked in excess of eight (8) hours during a workday. An employee who works in excess of twelve (12) consecutive hours shall receive double-time the employee’s regular straight time hourly rate for such excess hours.
(B) **Scheduling.**

(1) **Scheduling Pattern:** The general pattern of scheduling shall be such that all employees shall have at least two (2) Sundays off per calendar month, together with a day consecutive therewith, and two (2) consecutive days off during the alternate week. All employees shall have an absolute, unqualified right to elect to work pursuant to the general pattern of scheduling. Notwithstanding said right, an employee may, by mutual agreement with the Hospital, elect to work a scheduling pattern providing for nonconsecutive days off in the alternate week.

Employees shall have a minimum of alternate weekends, Saturday and Sunday (night shift = Friday, Saturday) off unless an alternative schedule is agreed to.

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.

The scheduling provisions contained herein shall not apply to part-time employees regularly scheduled to work forty-eight (48) hours or less in a two-week pay period.

(2) **Posting of Schedules:** The hospital shall post work schedules at least fourteen (14) calendar days in advance of the workweek. Changes in posted, block, or weekend schedules will not be made without notification to the employee(s) affected. Notice shall be given within a reasonable time, and in person or by phone to the employee(s).

(3) **Scheduling Guarantee:** Where any department as a whole is now working less than seven (7) consecutive days, the work schedule of such department shall not be changed except by mutual agreement between the Hospital and the Union, except that this sentence shall not apply to employees required for surgical emergencies.

(4) **Workweek to Conform to Notices:** Workweek schedules in conformity with this Agreement shall be furnished to the Union within fifteen (15) days of the execution of this Agreement. Any proposed workweek schedules shall likewise be in conformity with this Agreement and shall be furnished to the Union at least fifteen (15) days before the effective date of such proposed change.

If within such fifteen (15) day period the Union shall file written objections to such proposed change with the Hospital, the effective date of such change shall be postponed pending the submission of the objections to a Board of Arbitration consisting of one (1) member selected by the Employer, one (1) member selected by the Union, and a third member selected by the Director of the Federal Mediation and Conciliation Service. Such third member shall serve as impartial chairman. The decision or award by said arbitrators, or a majority of them, shall be final and binding upon the parties. Provided, however, that the decision of the Arbitration
Board to be final and binding must be served in writing upon the parties within thirty (30) days of the originally proposed effective date of the schedule change; otherwise, said decision shall be a nullity and of no legal effect, and the Hospital shall have the right to effectuate said proposed workweek schedule. The expense of the Board of Arbitration shall be borne by the parties equally.

(C) **Overtime Scheduling:**

UNITY:

Employees shall not be required to take time off in lieu of overtime pay. To meet the above-scheduled hours, Sunday hours may be reduced. Work hours on Saturdays and Sundays shall not be increased by reason of anything contained in this Agreement.

PEI:

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 / Doublebacks:** There shall be at least twelve (12) hours between shifts. Employees who agree to work with less than twelve (12) hours between shifts due to hospital need, including open shifts and available extra hours, shall be paid double back pay at the rate of time and one-half for the hours worked between the time of return and the end of the 12-hour period. This provision shall not apply as a result of employees trading hours or an employee initiated schedule change.

(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 straight shifts and/or no weekend shifts when that becomes possible. The employee will submit a written request to his/her manager. The employee, manager, Union, and Human Resources will meet to discuss how to grant this request considering the feasibility and impact of the change on patient care, the work of the department, the effect on other employees, and whether to proceed with creating the opportunity. 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:**

UNITY:
The Hospital shall post a sign-up sheet prior to the posting of the work schedule whereby employees may indicate availability for specific extra shifts within their classification. 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). Extra shifts shall be granted as provided in this Section before using temporary employees of outside employment agencies. The Hospital shall meet with the Union to develop a policy that provides for the consistent application of this section. Extra hours prior to the schedule being posted will be offered using rotating seniority. Short-term openings (occurring after the schedule is posted) will be offered as outlined above. Employees may opt out of being called for voluntary extra hours. Departments shall work with the Union to develop a process.

PEI:

Schedules shall be posted with known holes up to six (6) weeks in advance to the start of the schedule. At the same time, an availability list will be posted for five (5) calendar days. On the sixth (6th) day, the availability list will come down, the holes will be filled as outlined below and a new schedule will be posted.

In order to be eligible for extra shifts and in order to exercise seniority rights, employees must sign the availability list.

Availability lists will be posted in each department.

Extra hours will be filled on the following basis from the availability list:

1. Non-overtime, most senior employee in a classification (regularly scheduled employees first, then casual employees).
2. Overtime, most senior employee in a classification (regularly scheduled first, then casual).
3. Non-overtime, most senior qualified employee outside a classification (regularly scheduled first, then casual).
4. Overtime, most senior qualified employee outside a classification (regularly scheduled first, then casual).

After filling extra hours from the employees signed-up on the availability list, the Hospital will:

5. Award extra hours to whomever else will work within that job classification, including those not scheduled to work that day or those who are scheduled to work later on a later shift. (Seniority might not be a determining factor in the number five (5) because employees had the right to exercise their seniority rights by signing the availability lists as outlined in numbers 1-4 above.)

Same day holes as a result of sick calls, etc., will be filled via the availability list and process as referenced above. Same day calls to staffing personnel shall fall into number
five (5) above and seniority might not be a determining factor in awarding extra hours because seniority rights can only be exercised by signing the availability list.

(H) **Flexible Scheduling.**

The Hospital and Union may agree upon non-traditional patterns of work schedules, staying within safe working guidelines. Participation in flexible scheduling programs will be voluntary and will be awarded by seniority. Flexible scheduling can include, but is not limited to, a 10 or 12 Hour Shift Program and a Weekend Scheduling Program.

(1) **Ten or Twelve Hour Shifts.**

The Hospital may establish flexible scheduling plans based on department need and employee interest that provide for work schedules of 10 or 12 hour shifts. Plans established under this section shall be subject to the following conditions:

a. **UNITY:**

Upon request from employees or leaders, a department may create 10 or 12 hour shifts. If requested, the interested parties (consisting of the department leaders, union representative, and employees) will meet and jointly explore the 10 or 12 hour shift option and develop parameters for such shifts. The parameters shall be reduced to writing and may include a trial period.

**PEI:**

The Union recognizes that there are 10-hour shifts being utilized in the Surgical Technician position. Upon request from employees or leaders, a department may create 10 or 12 hour shifts. If requested, the interested parties (consisting of the department leaders, union representative, and employees) will meet and jointly explore the 10 or 12 hour shift option and develop parameters for such shifts. The parameters shall be reduced to writing and may include a trial period.

b. An employee may only work the 10 or 12 hour shift voluntarily and if mutually agreed between the employer and employee. The employee must sign a written agreement that the employee voluntarily agreed to work the 10 or 12 hour flexible work schedule. Non-participating employees within a department will remain on eight hour shifts.

c. If a replacement is required because the employee is absent, the 10 or 12 hour shift may be split up into two five-hour shifts or two six-hour shifts. An employee in the 10 to 12 hour shift program may also 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.
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.

An employee may agree to work shifts in addition to those he or she is scheduled under the 10 or 12 hour shift program in accordance with the Extra Hours Section of this Agreement.

An employee may revoke her or his consent to the 10 or 12 hour shift pursuant to this program by giving the Hospital written notice of six weeks or a period of time equal to the length of time normally covered by the Hospital’s posted schedule of work hours, whichever is less, prior to the revocation. The employee shall be entitled to return to an open position for which the employee is qualified under the Job Vacancies Article in this Agreement. The Hospital shall likewise give an employee notice of equal length in the event the 10 or 12 hour shift is discontinued. If the Hospital discontinues a 10 or 12 hour shift for an employee, the Hospital will place the employee in the regular schedule at the same FTE status and as close to a shift match as possible to the shift worked under the program.

The basic work period shall be forty (40) hours per week. Employees working under the 10 or 12 hour shift program will be paid overtime as provided in the following table, and not as described in the Standard Pay Period Section of this Agreement:

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

Evening shift differential shall be paid for all hours of the shift where 50 percent or more of the hours are worked after 3:00 p.m. and before 11:00 p.m. Night shift differential shall be paid for all hours of the shift where 50 percent or more of the hours are worked after 11:00 p.m. and before 7:00 a.m.

If at any time, no current employees want to participate in the program (if all employees in the program have revoked their consent and vacancies cannot be filled by current employees), the parties will review whether the program should be continued.

PEI:
If there is a 10-hour vacancy for surgical technicians and no current employee bids, the Hospital may hire from the outside for the 10-hour position, with prior notice to the Union.

(2) Weekend Scheduling Program.

The Hospital may establish flexible scheduling plans based on department need and employee interest that provide for work schedules of two 12-hour shifts (Saturday and Sunday), three 8-hour shifts (Friday, Saturday, and Sunday), or three 12-hour shifts (Friday, Saturday, and Sunday) every weekend (or any combination thereof). An employee may agree to work additional shifts, but such agreement shall not be a condition of being accepted for the Weekend Scheduling Program.

The benefits of this program may include: decreased weekend overtime, increases in the number of Monday through Friday positions, more weekends off for more senior employees, reduced sick calls on the weekends, and a preferred scheduling option for some employees.

Plans established under this section shall be subject to the following conditions:

a. Upon request from employees or leaders, a department may create a flexible weekend schedule. If requested, the interested parties (consisting of the department leaders, union representative, and employees) will meet and jointly explore the flexible weekend schedule option and develop parameters for such shifts. The parameters shall be reduced to writing and may include a trial period.

b. The Weekend Scheduling Program developed under this program shall be within the period between 7:00 a.m. Friday and 7:00 a.m. Monday.

c. An employee electing this program will be scheduled to work two 12-hour shifts, three 8-hour shifts, or three 12-hour shifts on consecutive days during the above period on every weekend. The employee will receive their regular rate of pay plus an hourly differential to be negotiated between the Hospital and the Union for each hour worked under this agreement. All hours worked in addition to the Weekend Scheduling Program plan will be paid at the regular rate of pay unless overtime rates of pay apply. Employees designated as lead will continue to receive such pay in addition to the Weekend Scheduling Program.

d. An employee working two 12-hour shifts, three 8-hour shifts, or three 12-hour shifts (or any combination) on the Weekend Scheduling Program shall be credited for each hour worked toward accumulation of all contractually provided benefits, including pension.

e. Low need days will be determined in accordance with the Reductions Other Than Lay Off Article in this Agreement.
f. PTO used shall be paid and be deducted from the employee’s accumulated PTO bank at the same rate as it is accrued.

g. Based on the operational needs of the department, holidays may be scheduled for eight hour shifts or 10 or 12 hour shifts. If 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. Holiday pay shall be based on the number of hours worked on each holiday.

h. Sections of this Agreement relating to the Weekend Bonus, the Weekend Premium, and Shift Differential, shall not apply to shifts worked under the Weekend Scheduling Program, but will apply to any additional weekend shifts an employee agrees to work.

i. The basic work period shall be forty (40) hours per week. Employees working under the 10 or 12 hour shift program will be paid overtime as provided in the following table, and not as described in the Standard Pay Period Section of this Agreement:

<table>
<thead>
<tr>
<th>HOURS WORKED</th>
<th>RATE OF PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 12 hours per day</td>
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<td>Over 40 hours in a week</td>
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</tr>
<tr>
<td>Over 12 consecutive hours in a day</td>
<td>Two (2) times the regular rate of pay</td>
</tr>
</tbody>
</table>

j. An employee may revoke her or his consent to the Weekend Scheduling Program pursuant to this program by giving the Hospital written notice of six weeks or a period of time equal to the length of time normally covered by the Hospital’s posted schedule of work hours, whichever is less, prior to the revocation. The employee shall be entitled to return to an open position for which the employee is qualified under the Job Vacancies Article in this Agreement. The Hospital shall likewise give an employee notice of equal length in the event the Weekend Scheduling Program is discontinued. The employee and leader will meet to discuss options available to the employee. If the Hospital discontinues a Weekend Scheduling Program for an employee, the Hospital will place the employee in the regular schedule at the same FTE status and as close to a shift match as possible to the shift worked under the Program.

k. If the Hospital or Union determines that a pilot or trial period is necessary, the Hospital will designate a specific time frame of the pilot or trial period (not to exceed six months). If the Program is discontinued, at the conclusion of the pilot
or trial period, the employee shall be returned to the position he or she held prior to the pilot period.

1. An employee participating in this Weekend Scheduling Program may, with Hospital approval, trade hours with an employee who is not on a Weekend Scheduling Program. Each employee involved in the trade will be paid at that employee’s regular rate of pay excluding the Weekend Scheduling Program premium and in accordance with that employee’s standard for overtime eligibility. An employee on a Weekend Scheduling Program who trades hours with another employee who is scheduled to work between 7:00 a.m. Friday and 7:00 a.m. Monday shall continue to receive pay as set forth in this subsection. Any employee who agrees to work a scheduled shift for an employee on a Weekend Scheduling Program shall be paid at the rate of pay the employee would otherwise receive for weekend work.

m. An employee may take up to six whole weekends (four of which may be taken consecutively), in addition to four other shifts during each calendar year. Exceptions may be made on an individual basis by the manager and employee to ensure that the employee may take accrued PTO.

Employees who, as of May 2, 2008, were already working in a weekend-only scheduling program will continue to participate in that program. Employees who move to a weekend scheduling program after that date will participate in the program outlined above.

(3) 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 four (4) 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) **Increases in Work Agreement:** If a regularly scheduled employee works above his/her work agreement for a minimum of six (6) consecutive months, the employee may request a change in his/her work agreement. (The hours worked above the work agreement do not include unscheduled absences, PTO, leaves of absence, give away shifts, and hours from posted but unfilled positions). The employee who requests a change in his/her work agreement and meets the criteria as stated above will be the employee awarded the extra hours.

(K) **Decreases in Work Agreement:** If the employee works below his/her work agreement for a six (6) month consecutive period of time, management may reduce the work agreement after evaluation and consultation with the employee. Low need days do not apply.

An employee may decrease their FTE upon mutual agreement between employee and their manager and/or by bidding on an open position. Requests for reduction in FTE will be discussed by management, union representative and employee taking into consideration our mutual commitment to preserve FTE and benefit eligible positions. Management will respond to the union and employee within 2 weeks. If denied, management must identify the business reason(s) for denial.

(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) Held 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 facility (as of January 2, 2010), 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 (effective August 1, 2008):**

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 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:**

UNITY:

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.

(H) **Negotiations:**

UNITY:

Negotiations may take place by mutual agreement between the Union and an individual Hospital interested in combining similar jobs (or job classifications) within the contract for the purposes of seniority accrual. This is to allow for employees under such job classifications to work in either classification without a loss of seniority.

**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:**

UNITY:

No employee shall be required to take more than 96 hours per calendar year and 1 occurrence per pay period of involuntary low-need time. Involuntary low need shall be taken on a rotating basis in reverse order of seniority. An employee, who volunteers for a low need day and is next in line for an involuntary low need day in the same pay period, shall be skipped for that rotation. (An occurrence is a mandatory low need, regardless of whether it is for the entire shift or only part of a shift.)

Regularly scheduled employees having hours reduced will notify their manager if interested in working additional hours during the pay period. Casual employees and non-bargaining unit personnel shall not be assigned to work on units for which an employee is receiving low-need days, is orientated, currently qualified to work, and available to work.

When 60 percent of the low need days in the caps 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.

PEI:

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, except that special capabilities may be considered for positions requiring special skills. Laid off employees shall be given the opportunity to return to work in a previous classification held by such employee on the basis of the seniority the employee earned in the previous classification.

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.

(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.

An employee shall be allowed up to 14 calendar days from the date the Hospital issues a notice of recall to report to work. (Employees on recall status will be responsible for providing current contact information to the Hospital and for being accessible while on lay off status.)

(C) Timeline:

a. At least 60 days prior to a reduction, the Hospital will notify the Union that a reduction in employees (or FTEs) may potentially be required.

b. At least 50 days prior to a reduction, the Hospital will provide the Union with a list of job classifications that will be impacted by the reduction and the number of positions (or FTEs) in each classification.

c. At least 44 days before a reduction, the Hospital will provide the Union with a revised work schedule and up-to-date seniority lists for the job classifications and areas/departments where a reduction could occur.

d. Between 35 and 30 days prior to a reduction, the Hospital will conduct a rebid of positions or use other reduction procedures in the affected job classifications and areas/departments.

e. After the re-bid or other reduction process, the Hospital will provide employees with at least thirty (30) calendar days’ notice of layoff or pay in lieu thereof.

f. At day zero, employees displaced through the re-bid/reduction process will be laid off.
Reducing Impact of Reductions: After the Hospital provides the initial notice that reductions may occur, but before the re-bid or other reduction process, the Hospital and Union will meet to discuss potential options for reducing the impact of any reductions. These options may include offering employees the following:

- Encourage and support educational opportunities.
- Priority placement for transfers to other positions.
- Voluntary reduction of FTE.
- Leaves of absence.
- Early retirement for those who qualify.
- The parties may also discuss leaves of absence with pro-rated payments of health insurance premiums.

ARTICLE 18
JOB VACANCIES

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. 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 employees bid on vacancies or new positions in the employee’s same classification.

(1) Posting of Vacancies: All job vacancies within the bargaining unit shall be posted by the Employer for seven (7) calendar days in a manner and/or in location(s) accessible and visible to all Employees. Job vacancies shall be posted in the department where the vacancy exists. Postings shall include the following information:

a. Minimum qualifications based on the job requirements.

b. Classification, facility, FTE status, shift, department, and starting wage.

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.
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.

For purposes of Item b, an employee will be on “lay off status” if: (1) the employee has received a notice lay off and is waiting for the effective date of the lay off, and (2) the employee has been laid off and still has recall rights.

Such employees on “lay off status” as described who take another position will have their pay “red-circled” at the rate for the position from which they were laid off, provided that the employee’s pay in the new position is lower than the employee’s pay in the position the employee vacated.

Pay will remain at the red-circled rate until such time as the rate of pay in the new position is equal to or greater than the employee’s red-circled pay. However, no employee will remain at the red-circled rate for more than one year after the employee takes the position. At the end of the one-year period, the employee will receive the rate of pay for the classification in which he/she is working.

(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 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.

(C) Held for future use.

(D) **Full-Time Jobs:**

UNITY:
It is usually in the mutual interest of the parties to preserve and create full-time positions. Accordingly, when a full-time vacancy occurs, the Hospital will first post the job as full-time before breaking it into part-time jobs, unless this is required to meet weekend coverage. If a full-time position is vacated and full-time hours no longer exist for that position, the Hospital, when feasible, will combine the remaining hours with other part-time positions to create a full-time job. When a full-time employee is granted a leave of six (6) weeks or more, the Hospital will post his or her job, if the census allows, as “Temporary Full-time.” When a part-time job is vacated, if feasible, the Hospital will post the newly available hours to allow part-time employees to increase their scheduled hours.

Quarterly, the Hospital will review the overall percentages of full-time employees and if the percentages have fallen, the parties will jointly problem-solve methods to maintain the higher percentage. On a quarterly basis, the employee may request a review of his/her work hour status. The review will include a meeting with the employee’s manager and union representative to determine the appropriateness of a status change.

If the Hospital plans to decrease full-time jobs, the Hospital will meet with the Union to explore options.

PEI:

It is usually in the mutual interest of the parties to preserve and create full-time positions. Quarterly, the parties will review the overall percentages of full-time employees and if the percentages have fallen, the parties will jointly problem-solve methods to maintain the higher percentage.

When a part-time job is vacated, if feasible, the Hospital will post the newly available hours to allow part-time employees to increase their scheduled hours.

If the Hospital plans to decrease full-time jobs, the Hospital will meet with the Union to explore options.

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 classified as a 0.5 FTE work agreement or greater (i.e., 20 hours or more per week). 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 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:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Accrual Rate/Hour</th>
<th>Maximum Accrual Rate/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-4 years</td>
<td>.0925</td>
<td>192.40</td>
</tr>
<tr>
<td>5-8 years</td>
<td>.1117</td>
<td>232.34</td>
</tr>
<tr>
<td>9-14 years</td>
<td>.1309</td>
<td>272.27</td>
</tr>
<tr>
<td>15 years</td>
<td>.1350</td>
<td>280.80</td>
</tr>
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<td>.1460</td>
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</tr>
<tr>
<td>19 or more years</td>
<td>.1590</td>
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</tbody>
</table>

PTO accrues each pay period based on compensated hours to an annual maximum based on an employee’s length of service with Allina 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 provided in the Use of PTO on Holidays Subsection in this Article.

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 360 hours.

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, parent, grand-parent, step-parent, or sibling 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 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. This section does not apply to holiday scheduling.

(1) **PTO Request/Granting Period:**

**UNITY:**

PTO vacation requests for May 1 through October 31 shall be submitted between January 1 and March 1, and the Hospital shall grant according to seniority and post by April 1. Requests for PTO during November 1 through April 30 shall be submitted between July 1 and September 1. The Hospital will grant according to seniority and post by October 1. There will be no change of any scheduled PTO time, except by mutual agreement between the affected employee or employees and the Employer.

**PEI:**

A PTO calendar shall be passed to employees, starting with the most senior employee. Employees can take vacation in one-week blocks during this pass and can sign up for multiple weeks. Once the calendar has gone around to every employee, it shall be passed again for single day requests.

(2) **Requesting Outside the Bid Periods:**

Employees submitting PTO requests outside the bid window shall submit their request at least 7 days prior to the requested time off and every effort shall be made to grant the request in accordance with current department PTO scheduling guidelines, recognizing seniority if more than one (1) employee makes a request on the same day. The Hospital will respond within two (2) business days to PTO
requests outside the bid window. If such PTO request is denied and a question exists regarding whether the department’s PTO scheduling guidelines have been met, the employee may request a meeting between Human Resources and the Union to attempt to resolve the issue and ensure that all options were exhausted prior to the request being denied. The meeting shall take place no later than two (2) business days upon PTO denial.

Employees shall have the right to make PTO requests with less than seven (7) days’ notice with the understanding that all requests for time off shall be granted subject to staffing needs.

(3) **Scheduling Guidelines:**

A review of PTO scheduling guidelines will occur under the following two circumstances:

a. When a question/concern is raised regarding adequate PTO opportunities for employees in a specific department/unit.

b. If either party proposes changes to the current scheduling guidelines regarding how many employees may be granted time-off at a time.

This review will occur jointly and where appropriate will include a retrospective review of PTO requests approved and denied on a department/unit specific basis. Consensus decision making will be used and PTO scheduling guidelines may be adjusted to fill the demonstrated needs as identified in review.

(4) **Radiology, Respiratory Care, and EEG:**

**UNITY:**

These classifications will continue granting time off using their current practice. If either party, in the future, believes there needs to be changes to the current practice, the parties shall meet and develop a new system; if no agreement can be reached the above system will be used. The system can only change once per calendar year and only if 60% or more of the employees in the department want a change.

(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, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and a Cultural/Religious/Personal Holiday.

(2) **Exercise of Seniority:**

(a) **Generally:**

The current practices for granting holidays off shall continue. If, in the future, 70% or more of the employees in the department believe the system no longer works, the parties shall meet and develop a new process. A new system can be changed only once per calendar year. If no process can be agreed to then the following language will be used:

Recognized holidays shall not be included in either of the PTO vacation bid periods.

Each employee shall be given an opportunity, in order of seniority, to express a preference prior to posting of holiday schedules as to whether the employee should work the holiday or be off the holiday. Employees who elect to work on a holiday will elect to work a shift within their work agreement.

Holiday schedules will be filled as follows:

i. Regularly scheduled employees who elect to work the holiday, in order of seniority.

ii. Casual employees who elect to work the holiday or who must work the holiday in order to meet their casual requirement, in order of seniority.

iii. Regularly scheduled employees who did not want to work the holidays, in reverse order of seniority.

Employees required to work under Item iii will not be guaranteed to work a shift within their work agreement, though every effort will be made to provide a shift match.
No employee will be required to work on all of the “Big Three” holidays (Thanksgiving, Christmas Day, and New Year’s Day) in a holiday season, unless the employee agrees to work all three holidays. Employees may be required to work two of the “Big Three” holidays if required to do so in the process outlined above.

UNITY:

Casual employees must be available to work two holidays per year, one of which must be Thanksgiving, Christmas, or New Year’s.

(b) Cultural/Religious/Personal Holiday:

The Cultural/Religious/Personal Holiday will not be included in the holiday bid and employees may not request to use the holiday during the regular PTO bid. Requests will be considered outside the bid periods and will be treated as a request for a day off under the Hospital’s/department’s PTO request rules, but the request for using the holiday will get priority over seniority.

Like other requests for PTO, there is no guarantee that a request to exercise the holiday will be approved.

(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 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 forty (40) hour period from 7:00 A.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 time and one-half for all hours worked during this time (i.e., for hours actually worked between 0700 military time on December 24 and 2259 military time on December 25 and for hours actually worked between 1500 military time on December 31 and 2259 military time on January 1. 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 to less than 20 hours per week (less than .5 FTE), 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.

**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.

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**ARTICLE 20**  
**WAGES**

**(A)** **Wage Scales:** The minimum wage scale for the classifications of work covered in this Agreement shall be as outlined in Appendixes A and B.

The wage scales will be effective on March 1, 2018.

**(B)** **Lead Pay:** If the Employer establishes a permanent lead person for any of the classifications listed in this Agreement, the rate of pay for such lead person(s) shall be one dollar and fifty cents ($1.50) per compensated hour, excluding call hours, above the rate of pay for the employee. If a supervisor appoints an employee to fill-in as a lead or act as an occasional lead, the employee shall receive one dollar and fifty cents ($1.50) per hour, for a minimum of four (4) hours. The decision as to whether a lead person classification will be utilized shall be made in the sole discretion of the Employer. Any lead position shall be posted and filled in accordance with Job Vacancy language. Adequate time will be given to Leads to perform their lead responsibilities. The staffing committee(s) will define adequate time.

Qualifications and clearly defined duties for the job shall be posted by the Employer.

**(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:**

UNITY:

Nights – third (3rd) shift:
For employees who rotate day/night or evening/night, they shall receive a differential of two dollars and fifty cents ($2.50) per hour for all hours worked on the night shift.

For employees who work a permanent night position, they shall receive a differential of three dollars and twenty-five cents ($3.25) per compensated hour.

The night shift differential shall be paid for any shift where 50% or more of the hours scheduled occur after 11:00 p.m.

Evenings – second (2nd) shift:
For employees who rotate days/evenings, they shall receive a differential of one dollar and fifty cents ($1.50) per hour for all hours worked on the evening shift.

For employees who work a permanent evening position, they shall receive a differential of two dollars and fifty ($2.50) per compensated hour.

PEI:

The Hospital will pay a $1.75/hour differential for any shift where 50% or more of the hours are regularly scheduled to occur after 3 p.m., but also agrees that for employees who work a permanent position where 50% or more of the hours are regularly scheduled to occur after 3 p.m., the differential will be $2.00/hour.

(E) **Weekend Premium Pay:** Full-time, part-time and casual employees (excluding per diem employees) shall receive one dollar ($1.00) per hour for six (6) consecutive weekend shifts starting with the Saturday morning day shift and ending with the end of Sunday night shift.

(F) Held for future use.

(G) Held for future use.

(H) **Call Pay:**

UNITY:
(1) **Off Premise:**

Employees assigned to work on-call shall receive $6.70 per hour for all hours. If an employee is on-call on a holiday, they shall receive double time the on-call rate of pay. Employees called into work shall be given a minimum of 4 hours pay, and be compensated at straight time, unless the employee has worked 8 hours in the day or 80 hours in the pay period, then the employee will receive time and one-half for the 4 hours, or all worked if greater.

Employees who are scheduled to be on call are not required to answer or respond to calls or pages prior to the start of their scheduled call shift.

(2) **On Premise:**

Employees assigned to work on premise on-call shall receive the minimum wage per hour for all hours or at the rate determined by using the average rate calculation for overtime premium, when appropriate (generally if an employee has worked an 8-hour shift within 24 hours). Such call pay on a holiday shall be paid at double-time.

PEI:

(1) **Off Premise:**

Off premise on-call hours shall be between 7:00 am and 11 pm. Employees assigned to work off premise on-call shall receive $6.70 per hour for all hours.

(2) **On Premise:**

Employees assigned to work on premise on-call shall receive the minimum wage per hour for all hours or at the rate determined by using the average rate calculation for overtime premium, when appropriate (generally if an employee has worked an 8-hour shift within 24 hours). Such call pay on a holiday shall be paid at double-time.

(3) **After 11:00 pm Reporting Payment:**

Employees not scheduled to work but who report to work on or after 11:00 pm shall be entitled to a $300 payment.

(I) **Shift Bonus:**

UNITY:
Employees who pick up additional shifts after the schedule is posted, or pick up a last minute opening, shall receive a $50.00 bonus as long as the employee works their full FTE, has no unscheduled absences including sick calls and no give away shifts in the pay-period.

(J) Held for future use.

(K) Held for future use.

(L) **Preceptor Pay (Surgery):**

**UNITY:**

Employees who are assigned as preceptor shall continue to receive $.75 per hour when precepting new employees and after completion of preceptor training.

**PEI:**

Employees who are assigned as preceptor shall continue to receive $1.50 per hour when precepting new employees and after completion of preceptor training.

(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.

(O) **Wage Assessment:**

(1) **Assessment Triggering Events:** The Hospital, the Employees, and the Union agree that the Assessment Process will be undertaken by a joint labor-management committee, if any two of the following triggering events, or less than if agreed to by the Union and Employer, have occurred at the same time during the term of the Agreement:

   a. The Employee turnover rate for any job classification at the Hospital exceeds 20% for the preceding 12 months.
   b. The time required for the Hospital to fill any open positions for a job classification exceeds 60 days.
   c. The wages paid by the Hospital for any job classification is lower than the wages paid by the Allina metro hospitals and/or the market by 2% or more.
d. The wages paid by the Hospital for any job classification are lower than the average wages paid by any acute care facility located within 25 miles of the Hospital by 2% or more.
e. The market wage rates for acute care facilities for the starting, midpoint (7 years) and maximum (15 years) wage ranges increases by more than 2%.
f. The Hospital uses non-Hospital staff for any job classification for the first time or the Hospital increases the use of non-Hospital staff by more than 50% for the job classification.

(2) Adjustments of Wages and/or Benefits: Wages and/or benefits will not be greater than the Allina Health System market rate. Wages and/or benefit adjustments will occur no more than twice every 12 months per classification.

(3) Commencing the Assessment Process: The joint labor-management committee will meet to determine if any two of the triggering events, or less than if agreed to by the Union and the Hospital, stated in this section have taken place and if so, to commence the assessment process. The assessment process will be completed within 30 days.

(4) Federal Mediation and Conciliation Service: If the joint labor-management committee is unable to agree on the action to be taken on the wage and salary adjustments to be made after the assessment process is completed or if the joint labor-management committee is unable to agree that any two of the triggering events have occurred, the Hospital and the Union will attempt to resolve the disagreement(s) using interest based mediation which will be conducted by the Federal Mediation and Conciliation Service.

ARTICLE 21
HEALTH AND WELFARE BENEFITS

(A) Medical Insurance:

(1) Coverage:

Full and part-time employees regularly scheduled to work twenty (20) hours or more per week may elect from the following options:

Option A: Allina First.

a. Single Coverage: The Hospital shall pay toward single employee coverage as follows:

   ALLINA FIRST 90%

b. Dependent Coverage: The Hospital shall pay toward dependent coverage as follows:
ALLINA FIRST

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<th>Dependent Portion</th>
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<td>Employee plus child[ren]</td>
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The single portion is determined by taking the total premium amount for single coverage. The dependent portion of the premium is determined by subtracting the total premium amount for single coverage from the total premium amount for the applicable dependent coverage level.

**Option B: Non-Contract Plans.**

Employees may select from the non-contract plan designs at non-contract rates. Allina will guarantee that, at least for the first three years of the bargaining agreement, one option will be a traditional PPO plan design.

(2) **Eligibility:** Employees shall be eligible for the coverage provided in this Section after completing sixty (60) days of employment.

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

The Employer shall provide and pay for an Income Protection Plan for full-time and part-time employees working an FTE status of 0.5 or greater. The Income Protection program pays 60% of an employee’s regular earnings during a period of disability for a maximum of up to 80 calendar days. 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 an 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 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 PTO eligible employees, the Hospital shall provide and pay the premium for a long-term disability plan for Eligible Employees. 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.

Eligible employees will have the ability to elect or waive the long-term disability (LTD) benefits described in this Section during annual enrollment or as the result of a qualified change in status event. Newly hired and newly benefit-eligible employees will default to an elected status; employees must make an affirmative election to waive coverage if desired.

(D) **Life Insurance.**

The Hospital shall provide and pay the cost of a group life insurance plan providing twenty thousand dollars ($20,000) in coverage to all full-time and part-time employees regularly scheduled to work twenty (20) hours or more per week. Employees must have completed at least sixty (60) days of employment. Employees shall have the option of purchasing, at the rate set by Allina, additional insurance for themselves, or children or spouses.
(E) **Dental Insurance.**

The Hospital will pay the full cost of a single employee dental insurance program for full-time and part-time employees who are regularly scheduled to work twenty (20) hours or more per week. Eligible employees shall be covered after completing six (6) months of continuous service with the Hospital. The Hospital will make available to employees a family dental option to be paid by the employee for all 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 of benefits. The Hospital will provide the number of employees who participate in each medical insurance plan (see Section (A)(1) above) at least one time per year.

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

The Employer will make available a Health Care Account and a Dependent Care Account available to benefit eligible employees. Employees may choose to set aside up to $2,550 in a Health Care Account or $5,000 in a Dependent Care Account, or the amount allowed by the IRS, if lower, to pay for eligible expenses with pre-tax dollars. Benefit eligible employees are eligible starting the first of the month coincident with or next following the date they become eligible for benefits.

(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) **Pension.**

(1) Pension contributions shall be provided to the existing Twin City Hospital Workers Pension Fund in the following manner:

- Effective March 1, 2018 $0.63 per hour
- Effective March 1, 2019 $0.67 per hour

(2) The Hospital shall pay from the effective date of this Agreement or the employee’s date of hire (whichever is later) to said pension fund, the above amount for each hour worked by each employee covered by the terms of this Agreement. Payment shall be made periodically for periods not to exceed one (1) month, at such times as shall be agreed to between the parties. In computing and determining the number
of hours worked by any employee under this Article, all time off from work on paid sick leave, paid jury leave, paid funeral leave, paid holidays paid vacation or any other compensated hours shall be counted as hours worked by the employee.

The Hospital shall furnish the following information to said pension plan: Employee name, address, date of hire, initial date of participation in the plan, birth date, and social security number. The Hospital shall also furnish to the pension fund on a monthly basis a list of all hours worked by each compensated employee covered by this Agreement.

(3) The payments made shall be used to provide pension benefits for covered employees and shall apply to employees retiring on or after January 1, 1966. The amounts paid to the pension fund shall be held in trust for the exclusive benefit of all covered employees.

(4) The pension fund shall be administered by a Board of Trustees initially consisting of six (6) members. Three (3) shall be designated by the Union and three (3) by the Hospitals’ Representative, Metropolitan Healthcare Partnership (MHP) or a successor entity designated by the participating hospitals. In the event other hospitals, not members of MHP or a successor entity designated by the participating hospitals, become contributing employers to the pension fund and there is agreement that such hospitals shall be represented on the Board of Trustees, the number of trustees shall be modified to provide for such representation; provided, however, that in all events the number of Union trustees shall equal those designated by the Hospitals. All action of the trustees shall be by unit vote with the Hospital trustees collectively casting one (1) vote and the Union trustees collectively casting one (1) vote. The parties shall forthwith amend the provisions of the existing Pension Trust Agreement and Pension Plan to incorporate the changes in the method of administration provided in this Section.

There shall be an annual meeting of the trustees and such other meetings as they may determine.

An annual audit of the pension fund shall be conducted by a certified public accountant, who shall be selected by mutual agreement of the Union and the Hospitals. If no such selection has been made within sixty (60) days of the date hereof, selection shall be made by this Board of Arbitration.

The trustees shall apply all funds received pursuant to this Article exclusively to provide pension funds, except such disbursements as are specifically provided for herein. They shall serve without compensation, but may be reimbursed for actual and necessary expenses incurred in connection with their duties as trustees. They may authorize payment of reasonable expenses of administration of the fund, including such fees and services as are directly related to the pension fund.
(5) Employees covered by this Agreement shall automatically be members of the pension fund upon submission by the Employer to the pension fund of such information as may be necessary for pension purposes. The trustees thereupon shall certify the facts of such membership to the Hospital and the covered employee. No application, enrollment or other kind of action shall be required of any such employee as a condition to coverage or membership within the pension fund.

(6) Any unresolved dispute arising out of the action, or inaction, of the trustees, or the operation of the pension fund, shall be submitted to arbitration upon prompt written notice by the parties. Such notice shall set forth the nature of the dispute and request submission thereof to a neutral arbitrator. The effect of any proposed action by the trustees, or any proposed operation of the pension fund shall be suspended, upon giving such notice, until determined by the neutral arbitrator. The neutral arbitrator shall be designated by agreement of the parties. If not agreement is reached on the selection of the neutral arbitrator, the arbitrator shall be selected from a list of eleven (11) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service using the panel for the Metropolitan Minneapolis/St. Paul Area in the fashion as a neutral arbitrator is selected using Step 3 of Section 7(C) of this Agreement. The remaining person shall then serve as the neutral arbitrator. The decision of the neutral arbitrator shall be final and binding on all parties. The fees and expenses of the neutral arbitrator shall be paid as an expense of administration of the pension fund.

(B) **401(k) Contributions.**

(1) **Matching Contributions:**

If the employee satisfies the match eligibility requirements set forth in the Allina Matched Savings Plan (e.g., regularly scheduled to work 0.5 FTE or above or have completed a Year of Service with 1,000 or more credited hours), Allina shall contribute a matching contribution of $0.50 for every $1.00 of participant contributions, up to a maximum match contributions of 1 percent of eligible earnings.

(2) **Non-Elective Contributions:**

For employees with less than 16 years of service at Allina who satisfy eligibility requirements set forth in the Allina 401(k) plan (e.g., regularly scheduled to work 0.5 FTE or above or have completed a Year of Service with 1,000 or more credited hours), Allina will provide an additional non-elective contribution to the Allina 401(k) plan in an amount equivalent to one percent of the employee’s eligible earnings.

For employees with 16 or more years of service at Allina who satisfy eligibility requirements set forth in the Allina 401(k) plan (e.g., regularly scheduled to work 0.5 FTE or above or have completed a Year of Service with 1,000 or more credited hours), Allina will provide an additional non-elective contribution to the Allina 401(k) plan in an amount equivalent to one percent of the employee’s eligible earnings.

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hours), Allina will provide an additional non-elective contribution to the Allina 401(k) plan in an amount equivalent to two percent of the employee’s eligible earnings.

These non-elective contributions are subject to the same rules and requirements (such as vesting, timing of contribution, etc.) as non-elective contributions Allina makes on behalf of its non-contract employees.

ARTICLE 23
DISABILITY AND LEAVES OF ABSENCE

(A) **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, including pregnancy, which exhausts frozen sick leave. Such leave shall be for the period of illness or disability only. Such leave shall not exceed one (1) year in length. However, an employee who has been employed for less than twelve (12) 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. An employee shall be returned to the employee’s regularly scheduled position with full seniority and without loss of benefits upon certification by a competent physician of recovery from such illness or disability. Frozen sick leave payments as provided in this Article 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 three (3) months or more.

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

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

(B) Competencies.

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

(1) Regulatory Competencies (Mandatory Annual Training).

Casual employees will be expected to complete any required competencies in a timely manner. If the competencies are not timely completed the employee will receive one written notice of the competencies overdue, the process to complete them, and the date they must be completed. Until the casual completes the competencies, he or she will not be scheduled to work. If the employee fails to complete the competencies by the date due, the employee 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 employee 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 an employee does not remain technically competent, the employee 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 employees 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 employee should be terminated, the Hospital will consider the following:

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

(D) Casual employees will be listed on a separate seniority list from regularly scheduled employees.

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 a 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 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) Full-time employees and employees regularly scheduled to work twenty (20) or more hours per week will be eligible for assistance for tuition, required fees, and books up to $2,500 per year for educational coursework 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.

4. An employee may use up to $500 per year of the $2,500 for workshop or certifications provided that the coursework is related to employment opportunities within Allina. Money used for workshops or certifications do not have to be repaid.

(B) 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 two SEIU employee representatives 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.

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

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

(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 OVER WORK BETWEEN UNITY AND MERCY CAMPUSES

UNITY:

There are many circumstances where technical employees work at both Unity Campus and Mercy Campus as part of their Unity employment. It is not the intent of either the Union or the Employer to change this practice. If, in the future, either party identifies a compelling need to change the current cross over practices, the parties shall meet and reach consensus over the changes.

It is also not the intent of the Employer to shift employment from Unity to Mercy for the purpose of reducing union membership. A joint labor-management committee will jointly review the departments covered under this agreement every 6 months. They will compare the FTE count and numbers of employees, identify any areas of concern and resolve any identified issues.

All Unity Technical employees covered by this contract will be credited for seniority purposes (as defined in Article 12 of this contract) for all hours performed in their technical role at either Mercy or Unity Campuses.

In the event of a necessary reduction in force in any of the departments that cross over between Mercy and Unity the parties will meet immediately after the need is identified to identify issues and procedures. It is the intent of both parties to disadvantage neither Unity nor Mercy employees more than the other.

Current cross over practices:

Radiology (CT, MRI, Interventional Radiology, Diagnostic Radiology):

CT:
- Casuasl – may voluntarily work at either Unity or Mercy
- Volume floating – may voluntarily go to where the work is at either site
MRI:
- Regular schedules – one Mercy person routinely scheduled at Unity every 4th weekend
- Call schedules – one call team at each site
- Casuals – may voluntarily work at either Unity or Mercy
- Volume floating – may voluntarily go to where the work is at either site

Interventional Radiology:
- Call schedules – call is shared, one call team covers both Unity and Mercy
- Casuals – may voluntarily work at either Unity or Mercy
- Volume floating – may voluntarily go to where the work is at either site

Diagnostic Radiology:
- Volume floating – may voluntarily float to the other site in an emergency situation – very infrequent currently
- Casuals – may voluntarily work at either Unity or Mercy

Respiratory Therapy:
- Volume floating – primarily from Unity to Mercy for individuals interested in additional shifts – site staff get first access to extra hours
- Casuals – may voluntarily work at either Unity or Mercy

Rehabilitation (Physical Therapy, Occupational Therapy):
- Volume floating – may voluntarily go to where the work is at either site
- Volume needs may be met by Allina float pool staff

ARTICLE 27
(Held 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) LANGUAGE

The Employers 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
(Held for Future Use)

ARTICLE 31
DURATION

Except as otherwise provided, these Agreements shall be effective on March 11, 2018, and shall be in full force and effect through and including February 28, 2021 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 February 28, 2021, or February 28 of successive years thereafter.

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

ALLINA HEALTH SYSTEM

Christine W. Moore, Senior Vice President & Chief Human Resources Officer
Marge M. Watry, Phillips Eye Institute
Kristyn M.W. Mullin, Phillips Eye Institute
Nancy K. Watson, Mercy Hospital – Unity Campus
Sandra C. Francis, Labor Relations
Timothy B. Kohls, Labor Relations

SEIU HEALTHCARE MINNESOTA

Jamie Gulley, President
Liz Asmus, Executive Vice President
Jeff Sarro
Melanie Keller
Cynthia Murphy
Mary Finken
Daryl Carlson
ACTION ITEM

The parties agree to discuss the possibility of using temporary employees to facilitate regular employees in large departments taking time off in the summer.
## APPENDIX A: WAGE SCALES FOR UNITY

### CV Tech

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## APPENDIX B: WAGE SCALES FOR PEI

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APPENDIX C: INDEX TO LETTERS OF UNDERSTANDING

LOU #1: Implementation of Corrective Action Policy
LOU #3: Labor Management Committees
LOU #58: Staffing Committee in Surgical Services (UTY)
LOU #59: Holiday Bonus Payment (UTY)
LOU #92: Pulmonary Rehabilitation Outpatient Coordinator (UTY)
LOU #110: Health Insurance
LOU #112: Pension
LETTER OF UNDERSTANDING

Between

Allina Hospitals & Clinics

and

SEIU Healthcare Minnesota

SUBJECT: Implementation of Corrective Action Policy

Allina Hospitals & Clinics and SEIU Healthcare Minnesota have jointly developed a Corrective Action Policy covering Allina employees represented by the Union for purposes of collective bargaining. This Letter of Understanding describes the parties' agreement regarding the implementation of this policy.

Allina 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 August 1, 2008.

2. On or after August 1, 2008, the level of corrective action issued to an employee under either 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 August 1, 2008, 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 during the active period will be issued 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 August 1, 2008, 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 during the active period will be issued in accordance with the Corrective Action Policy.

   c. If an employee has received a written warning for any offense within the six-month period prior to August 1, 2008, 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 six months after written warning was issued. Any corrective action issued during the active period will be issued 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 August 1, 2008, 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 during the active period will be issued in accordance with the Corrective Action Policy.

e. Employees will be deemed to have received a Level 1 - Coaching for all issues for which the employee received coaching/counselings, verbal warnings, and written warnings during the six-month period prior to August 1, 2008. Employees will be deemed to have received a Level 1 - Coaching for all issues for which the employee received suspensions during the 12-month period prior to August 1, 2008.

f. 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 Allina’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 Allina investigation.

AGREED TO:

ALLINA HOSPITALS & CLINICS

By [Signature]
Its [Title]
Dated 4/14/08

SEIU HEALTHCARE MINNESOTA

By [Signature]
Its [Title]
Dated 4/14/08
LETTER OF UNDERSTANDING

between

Allina Hospitals & Clinics

and

SEIU Healthcare Minnesota

SUBJECT: Labor Management Committees

During collective bargaining in 2008, Allina Hospitals & Clinics and SEIU Healthcare Minnesota agreed to eliminate the Labor Management Committee provisions in the bargaining agreements covering employees at Abbott Northwestern Hospital, Mercy Hospital, United Hospital, Phillips Eye Institute, Unity Hospital, St. Francis Regional Medical Center, and Owatonna Hospital.

If, at any point in the future, the parties' Strategic Alliance relationship is dissolved, the parties agree to re-establish labor management committees upon the request of either party. If requested, the following provision regarding labor management committees will apply in each collective bargaining agreement:

A Labor Management Committee shall be established to support labor and management cooperation, build trust and understanding, communicate, and problem solve on areas of mutual interest. The Committee shall consist of an equal number of union members and managers. The issues to be covered may include work redesign, job descriptions, working relationships with management and employees, organizational performance, employment security, diversity in the workplace, and training and development. Formal grievances shall not be discussed in labor management committee meetings.

AGREED TO:

ALLINA HOSPITALS & CLINICS

By

Its

Dated

SEIU HEALTHCARE MINNESOTA

By

Its

Dated

Page 1 of 1
LETTER OF UNDERSTANDING
Between
Allina Hospitals and Clinics – Unity Hospital
And
SEIU Local 113

SUBJECT: Staffing Committee in Surgical Services

It is agreed by Allina Hospitals and Clinics, on behalf of Unity Hospital, and SEIU Local 113 that within 30 days of the contract ratification a committee will be identified to review staffing issues/concerns as follows:

- Begin with 2 meetings per month until initial issues are resolved, then will move to a monthly meeting
- The committee will include three (3) union members, three (3) management members, one (1) union business representative, one (1) labor relations representative and a mediator from the Federal Mediation and Conciliation Services
- The committee purpose is to meet, identify and mutually resolve staffing related issues
- The committee is accountable to the Unity Strategic Alliance Team and unresolved issues will be referred to this team
- Issues and/or topics for discussion will be jointly identified

For SEIU Local 113

For Allina Hospitals & Clinics

Date

Date
LETTER OF UNDERSTANDING
Between
Allina Hospitals and Clinics – Unity Hospital
And
SEIU Local 113

Regarding Holiday bonus payment

- In the departments where Holiday Bonuses are currently paid, the practice will continue as it exists today - the manager and steward(s) will meet before April 15, 2007 to jointly document the current practice.

SEIU Local 113

Jarrod Gulley, ALN Union Director
3-6-07

Date

Allina Hospitals and Clinics

Nancy Watson, HR Director-Unity
3-6-07

Date

Pern Cershone, HR Consultant
3/6/07

Date
LETTER OF UNDERSTANDING

between

Allina Health d/b/a Unity Hospital

and

SEIU Healthcare Minnesota

SUBJECT: Pulmonary Rehabilitation Outpatient Coordinator

Allina Health d/b/a Unity Hospital (Hospital) created the Pulmonary Rehabilitation Outpatient Coordinator (PROC) classification which has been determined to be appropriately included within the technical employee unit subject to the collective bargaining agreement between the Hospital and SEIU Healthcare Minnesota (Union).

The parties have agreed to the following wage scale for PROC position:

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The parties further agree that the PROC will follow the non-contract structure for PTO, medical and dental insurance, and retirement until January 1, 2015 at which time she will begin following the contract provisions as described in Articles 19, 21, and 22 respectively.

While the parties recognize that the position is included in the technical bargaining unit, they also recognize that the nature of the position is unique to the bargaining unit and requires employee-initiated scheduling flexibility to meet patient needs. The parties also understand that the position and program is in a period of early development in which it is not yet known what changes will need to be made in the future. As such, the parties agree that certain provisions of Article 14 will not apply. More specifically the following provisions will not apply and/or will be modified:

- 14(A) Standard Pay Period. "Eight and one-half (8 1/2) hours shall constitute a day's work (includes 3/4 hour unpaid break)."
  The parties recognize that the PROC currently works a general schedule of two to three 8-1/2 hour days and one or two 4-6 hour days each week up the employee's FTE. It is not the intent of the parties that the schedule should change to conform to the eight and one-half hour day.

- 14(D) No Split Shifts and 14(E) 12 Hours between Shifts/Doublebacks
  The job responsibilities for the position include scheduling and presenting certain occasional evening educational forums which may occur on the employees' partial day. On those occasions (no more than 8 per calendar year), 14(D) and 14(E) will not apply. Rather, it is expected that
the employee will be able to adjust his or her hours during the pay period to remain in the FTE. The contract provision will apply to any occurrence after 8 in a year.

- 14(1) Give Away Shifts
  So long as there is only one employee working in the classification, Give Away Shifts shall not be available to the PROC.

Finally, the parties recognize and understand that coverage gaps may occur from time to time. Given the nature of the scheduling control and flexibility the PROC position, it is anticipated that most short-term planned absences will not leave coverage gaps. However, for certain short-term unplanned absences, the occupational therapist, exercise physiologist, and/or the Mercy PROC may be utilized.

AGreed TO:

ALLINA HEALTH D/B/A UNITY HOSPITAL

By
Kenneth.
Its
Director, Human Resources
Dated 7/24/14

SEIU HEALTHCARE MINNESOTA

By

Its
Director, EVP
Dated 7/24/14

ALLINA LABOR RELATIONS

By

Its
Labor Relations
Dated 7/24/14
LOU #110
Allina Health/SEIU
Effective Date: March 1, 2018
Ending Date: February 28, 2021

Allina Health

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 financial penalty). 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:

ALLINA HEALTH SYSTEM

By ___________________________  Its VP, Labor Relations

Dated 07-23-2014

SEIU HEALTHCARE MINNESOTA

By ___________________________  Its President

Dated 6-11-15
Allina Health

and

SEIU Healthcare Minnesota

SUBJECT: Pension Contributions

If the other participating Twin Cities hospital systems agree with the Union to increase contributions to the Twin City Hospital Workers Pension Fund as part of their negotiations for successor contracts for the contract(s) set to expire on February 28, 2018, then the Union may request to re-open the contracts for the sole purpose of requesting Allina to match the pension contribution increases up to a total cost of 1 percent of annual wage costs in each year. The contracts will otherwise remain in full force and effect.

For any year in which Allina agrees to match the increase to pension contributions, the wage increase for that year will be reduced by 0.07 percent for every 1 cent per hour increase to the pension contribution. (For example, if the pension contributions are increased by 2 cents per hour, a 2 percent wage increase would be lowered to 1.86 percent.)

If any increased pension contribution would result in a less than a 0 percent wage increase based on the formula described above, the pension contribution increase will not be made until the parties agree to an appropriate offset in another year to cover the cost of the contribution. In the event that an increased pension contribution for 2018 is agreed to by the other participating Twin Cities hospital systems and the Union after Allina has already instituted the wage increases to be effective March 1, 2018, then the 2018 wage increases will not be affected. However, the increased pension contributions will not be made until the parties agree to the increase and the wage increase in the subsequent year will be lowered by an amount sufficient to cover the cost of the increased contributions in Year 1.

AGREED TO:

ALLINA HEALTH SYSTEM
By ________________________________
Its VP, Labor Relations
Dated 07.20.2018

SEIU HEALTHCARE MINNESOTA
By ________________________________
Its ________________________________
Dated 6.11.19