Collective Bargaining Agreement
covering Licensed Practical Nurses

between

Abbott Northwestern Hospital
Phillips Eye Institute
United Hospital

and

SEIU Healthcare Minnesota

2018 – 2021
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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 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 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 Waiver Notice must be provided to the employee and signed by the employee. A copy will be provided to the Union.

(C) **Suspension (Time Limits):** Disciplinary suspensions shall not exceed fourteen (14) working days.

(D) **Corrective Action for Attendance:** In the event an employee’s attendance becomes a concern, the employee and the manager will meet together to discuss the circumstances surrounding the employee’s attendance prior to the start of the corrective action process,
and after such discussion(s), they will develop an ongoing plan for improvement. Corrective action for attendance issues will be tracked separately from other corrective action.

(E) 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>
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</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>
<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.

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:
<table>
<thead>
<tr>
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<tr>
<td>Up to 12 hours per day</td>
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<tr>
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<tr>
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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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</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.

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
SENORITY**

(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.

(H) Held for future use.

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.
PEI:

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:
### Length of Service Accrual Rate/Year | Maximum Accrual Rate/Year
---|---
0-4 years | .0925 | 192.40
5-8 years | .1117 | 232.34
9-14 years | .1309 | 272.27
15 years | .1350 | 280.80
16 years | .1380 | 287.00
17 years | .1420 | 295.36
18 years | .1460 | 303.68
19 or more years | .1590 | 330.72

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.

**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.

**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 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.
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.

Holiday Scheduling:

(1) Recognized holidays include:

<table>
<thead>
<tr>
<th>Holiday</th>
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<tbody>
<tr>
<td>New Year’s Day</td>
<td>Labor Day</td>
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<tr>
<td>Good Friday or Easter</td>
<td>Thanksgiving Day</td>
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<td>Memorial Day</td>
<td>Christmas Day</td>
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<tr>
<td>Fourth of July</td>
<td>Nurse’s Birthday</td>
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<tr>
<td>Cultural/Religious/Personal Holiday</td>
<td>Cultural/Religious/Personal Holiday</td>
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(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 ($0.45) 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 ($0.50) 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**

- Employee plus child[ren]  
  - 90% of single portion  
  - 74% of dependent portion
- Employee plus spouse  
  - 90% of single portion  
  - 75% of dependent portion
- Family  
  - 90% of single portion  
  - 82% of dependent portion

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).
(E) **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>Effective Date</th>
<th>Contribution 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, birth
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.

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.

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) 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 Garrow, President

Liz Asmus, Executive Vice President

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

Marge M. Watry

Kimberli Sorbel, United Hospital

James P. McGlade, United Hospital

Sandra C. Francis, Labor Relations

Timothy B. Kohls, Labor Relations

Vivian Strauman
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

<table>
<thead>
<tr>
<th>LPN</th>
<th>Start</th>
<th>Year 1</th>
<th>Year 2</th>
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APPENDIX B: INDEX TO LETTERS OF UNDERSTANDING

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

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

Dated 4/18/08

SEIU HEALTHCARE MINNESOTA

By

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

Kären Qvistoff
Business Representative

For Allina Hospitals and Clinics

Renee J. Ramberg
Director Labor Relations

10-16-06
Date

LOU #64
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 07-26-2016

SEIU HEALTHCARE MINNESOTA

By

Its President

Dated May 2, 2018
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