Collective Bargaining Agreement
covering Technical Employees

between

Phillips Eye Institute
Mercy Hospital – Unity Campus

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 its successors, and SEIU Healthcare Minnesota, hereinafter referred to as “SEIU” or the “Union,” and its successors.

DEFINITIONS

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

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

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

ARTICLE 1
RECOGNITION

The Union shall be the sole representative of all technical employees within the bargaining units certified by the National Labor Relations Board, or as previously agreed by the parties, at the Hospitals as follows:

Mercy Hospital – Unity Campus (“Unity”): Technical employees described in Appendix A.

Phillips Eye Institute (“PEI”): Technical employees described in Appendix B.

(A) New Classification or Title: In the event that a new or different classification or title is established at the hospital that is not within the bargaining unit certified by the National Labor Relations Board, as previously agreed by the parties, at that hospital, the issue shall be referred to the National Labor Relations Board. The Board shall determine whether the new or different classification is to be included in the bargaining unit by applying the standards established by the National Labor Relations Board.

(B) Classification or Title Change: No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No classification or title shall be changed or created, and no employee transferred or promoted, either to positions covered by this Agreement or outside it, except upon at least ten (10) days written notice to the Union prior to the effective date of the same; the notice shall specify in detail the proposed change, establishment, transfer or promotion. The Union shall receive updated job descriptions whenever substantial changes occur in any of the classifications represented by the Union. Prior to implementing any substantial changes in the overall job duties of the employees the union will be notified and given an opportunity to discuss changes with the Employer.
(C) **No Discrimination:** There shall be no discrimination by the Union or the Employer against any employee because of membership or non-membership in the Union or because of the assertion of rights afforded by this Agreement.

(D) **No Contradictory Rule:** The Employer agrees not to enter into any agreement or contract with its employees who are in classifications covered by this Agreement, either individually or collectively, which conflicts with any of the provisions of this Agreement. No statement or rule shall be made or established by the Employer or the Union that conflicts with or contradicts any of the provisions of this Agreement.

**ARTICLE 2**  
**UNION SECURITY**

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

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

1. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying monthly dues.

2. Employees may choose not to become a Union member and pay monthly fees (an amount not to exceed monthly Union dues.)

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

It is the Employee’s responsibility and a condition of employment to ensure that payments to the Union are made on a timely basis. The Collective Bargaining Agreement provides that Employees may voluntarily elect to have Union dues and fees deducted from their checks and sent to the Union.

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

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

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

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

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

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

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

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

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

**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.

**Yearly Updates:** Upon written notice by the Union, the Employer will provide yearly wage updates for each employee in the bargaining units and any additional information...
reasonably requested by the Union for purposes of administering the union security provisions in this Agreement.

ARTICLE 3
MANAGEMENT RIGHTS

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

ARTICLE 4
UNION STEWARDS

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

(A) **Union Orientation:** Two working days before each new employee orientation session occurs a designated Union Steward will be sent via email the most current list of SEIU bargaining unit employees scheduled to attend new employee orientation. At the time of new employee orientation the Employer will provide the Union Stewards with the complete list of names of those employees attending that orientation. Up to two (2) Union Stewards will attend new employee orientation to speak to new SEIU-represented employees for up to one hour, the actual time slot to be determined by the orientation schedule. Additional time may be agreed upon from time to time if mutually agreed between Human Resources and the Union Stewards.

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

Paid steward time is defined as scheduled Steward days, new employee orientation, 90-day review meetings, on the job steward training, Steward-related activities (e.g., investigations, grievances), and other labor-management activities. Monthly Steward meetings will not be counted against paid steward time unless the steward needs to be replaced in his/her department to attend the meeting.
The internal organizer and a representative from the Hospital’s Human Resources Department will review use of the paid steward time on a quarterly basis, and will jointly develop an action plan should the paid steward time exceed the budgeted amount.

The Union will provide the Hospital with a calendar identifying the assigned steward of the day (or week or other period) schedule one month prior to the start of the schedule.

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

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

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

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

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

(E) **Union Steward Meetings:** The Hospital will make every effort to release Union Stewards for monthly Union Steward meetings. Union Stewards who are not scheduled to work will not receive pay and will not receive credit for benefit/no pay. These meetings will be included in the Steward calendar (see Section B). All Union Stewards will notify their direct supervisors of these meetings as far in advance as possible to facilitate coverage.

(F) **Union Access:** Union Representatives and Stewards shall have access at all reasonable times to bulletin boards and to other non-patient, non-public areas to be designated by the Hospital to discharge their duties as representatives of the Union.

(1) **Tables:** Following proper Hospital procedures and table reservation guidelines, the Union may, not more than one day per month, reserve a table in public corridors for the purposes of distributing information, answering Union-related questions, and to discharge the duties as representative of the Union. Additional days may be agreed upon from time to time as mutually agreed to between the Hospital and the Union. When using a table in a public area, the Union and its representatives will not cause disruption to the regular flow of business and traffic in the area. The
Union will also not engage employees on work time. Nothing that is derogatory to the Employer will be distributed and the Union representatives will work to ensure a respectful atmosphere surrounds the table activities.

(2) **Bulletin Boards:** Bulletin boards in the Hospital shall be made available to the Union on each station/work area in a break room or other non-public area for the purpose of posting business notices only. Union officials shall clear all bulletin board notices through the personnel office before they are posted on the bulletin board. The internal organizer for the Union or the employee designate shall have access at all reasonable times to such bulletin boards and to such other non-patient nonpublic areas to be designated by the Hospital to discharge the employee’s duties as representative of the Union.

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

**ARTICLE 5**
**PROBATIONARY PERIOD**

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

**ARTICLE 6**
**CORRECTIVE ACTION AND DISCHARGE**

(A) **Just Cause:** The Employer shall not initiate corrective action, discharge or suspend an employee without just cause. Employees who are under the influence of drugs and/or alcohol, bring drugs or alcohol on the premises, are dishonest or violate rules directly affecting patient comfort or safety shall be considered to have engaged in acts that are grounds for discharge.

(B) **Notice of Corrective Action and Discharge:** A copy of any corrective action shall be given to the employee with a copy provided to the Union. Employees shall be notified of their right to have a Union steward present during a corrective action meeting. Request for Union representation shall be granted promptly so as not to delay corrective action or
investigation. When an employee declines Union representation, a Steward 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 (or designee).

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

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

(B) **Grievance and Arbitration Procedure.**

**Pre-Grievance:**

The employee and/or Union Steward will discuss the alleged grievance with his/her manager in an attempt to resolve the issue. The parties will jointly agree to a time frame
for a response. This pre-grievance process will not extend the time limits for filing a grievance unless otherwise agreed pursuant to this Article.

**Step 1 – Written Grievance:**

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

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

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

**Step 2 – Appeal Hearing:**

If the grievance is not resolved at Step 1, it must be submitted for an appeal hearing, in writing, to Allina Labor Relations, by the Union Representative and/or the Union Steward. The appeal must be submitted to the Director/Vice-President of Allina Labor Relations within twenty (20) calendar days after receipt of the Step One decision. Within seven (7) calendar days from receipt of the appeal, representatives from the Employer and Union will agree to a date to meet to resolve the grievance. Within fourteen (14) calendar days after the date of the meeting, the Employer will issue a decision in writing on the grievance to the Union Representative and/or Union Steward attending the meeting.

**(C) Arbitration and Mediation Procedure.**

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

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

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

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

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

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

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

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

(D) **Deliberate Violations.**

In the event that the Employer deliberately violates the provisions of this Agreement relating to wages, hours of work, seniority rights, job classifications or titles, overtime differentials and vacations, any back pay owed to the employees because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight-time rate or overtime rates. The Arbitrator or the Board of Arbitration shall calculate any cost violations and render the double penalty decision when it is definitely and conclusively shown that the violation was deliberate. Reasonable evidence of clerical errors or honest mistakes in interpretation shall exempt the Employer from the double penalty provisions. In such case the Employer will be required to pay only the actual amount of back pay involved. This paragraph shall be subject to the above provisions of this Article.
ARTICLE 8
CASUAL EMPLOYEES

(A) Work Commitment.

UNITY:

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

Casual employees who are students must be available to work two shifts per three-month period during months when school is in session. The three-month period will begin at the start of the employee’s school term.

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

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

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

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

PEI:

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

Casual employees who are students must be available to work two shifts per three-month period during months when school is in session. The three-month period will begin at the start of the employee’s school term.

Casual employees assigned call shifts may fulfill these work requirements by either working two shifts per month or by working one shift and one full call shift. Full call shifts will be defined within each individual department.
When a schedule is created, the scheduler/leader will notify casual employees of possible needs. At that time, the casual employee must notify the Hospital of the casual employee's potential availability. Casual employees will be awarded shifts in accordance with the Extra Hours Section.

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

(B) Competencies.

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

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

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

(2) **Technical Competencies.**

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

(C) Review of Status.

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

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

(D) Casual employees will be listed on a separate seniority list from regularly scheduled employees.
ARTICLE 9
LEAD EMPLOYEES

(A) Lead Defined.

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

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

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

B. Leads Are Not Supervisors.

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

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

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

Current practices will apply until the principles are developed and implemented.

Leads may not perform the following duty under any circumstances: maintain time and attendance records. (Documenting sick calls, for example, for a supervisor is not considered maintaining time and attendance records.)

ARTICLE 10
PRECEPTORS/TRAINERS

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

1. When possible, employees will be assigned a primary and secondary preceptor/trainer to work with the employee through his/her orientation.
2. Each department will maintain an updated training checklist. The Hospital will provide a copy of the checklist to the Union. Each department will also maintain a training packet to help preceptors/trainers prepare and demonstrate competency.

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

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

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

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

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

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

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

   e. The trainer must consistently meet their work agreement.

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

**ARTICLE 11**

**UNIFORMS / SHOES**

**PEI:**

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

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

   The uniform allowance amounts listed shall be as follows:

   - hired during March, April, or May $130.00
   - hired during June, July, or August $101.25
   - hired during September, October, or November $ 72.50
• hired during December, January, or February $ 43.75

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

• full time employees $130.00
• part time employees scheduled to work twenty (20) or more hours per week $100.00

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

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

(5) Wearing apparel furnished by the Hospital shall remain the property of the Hospital. If the Hospital furnished wearing apparel of any nature as of March 1, 1963, the Hospital shall continue to so furnish without cost to the employee.

(6) Each employee who is required to change clothing on premises into hospital owned apparel has up to seven (7) minutes with pay after the start of the shift to change and report to his or her work area and may leave his or her work area seven (7) minutes with pay before the shift ends to change out of hospital owned apparel. When the employee records time by badging or clocking in on a time recording system, that employee is expected to record their time at the beginning of the shift before changing into hospital owned apparel and at the end of the shift that employee is expected to record their time after changing out of hospital owned apparel.

(7) If the Hospital requires the employee to wear an identifying device of any nature, such device shall be furnished initially by the Hospital without cost to the employee. The responsibility for repair or replacement thereof shall be without cost to the employee.

(B) Shoe Allowance:

Employees who are provided with scrubs paid for by the hospital will receive $50.00 annually for the purchase of shoes.

(C) Shoes.

The Hospital agrees that bargaining unit employees will not be required to leave their shoes at work.
ARTICLE 12
WORKING CONDITIONS

(A) Dining and Locker Facilities: Where employees bring their lunch, a dining room and locker facilities shall be available for their convenience.

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

(C) Held for future use.

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

ARTICLE 13
RELIEF PERIODS

(A) Relief Periods: All employees shall be allowed, without reduction in pay, fifteen (15) minutes relief in each four (4) hour period. The above fifteen (15) minute rest period shall be included in the regular workday.

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

(B) Meal Periods: All employees shall be allowed, without pay, a one-half (1/2) hour meal period to be taken within a work shift of six (6) hours or more. Employees who because of their duties, are unable to take this 1/2 hour meal period, must have approval from their manager/supervisor and shall be compensated for the time or provided compensatory time off with pay at the end of the shift.

(C) Employees shall be entitled to uninterrupted relief and meal periods. To achieve this, each station/department will jointly be accountable for the development of a break plan (this will include the definition of a break and coverage available for employees to receive breaks).
ARTICLE 14
HOURS OF WORK AND OVERTIME

(A) **Standard Pay Period (8 and 80):** A standard pay period consists of fourteen (14) consecutive days. Pay periods are defined by Allina and occur every two weeks (the scheduled differs from site-to-site). Eight and one-half (8 1/2) hours shall constitute a day’s work (includes 1/2 hour unpaid meal break). PTO hours and frozen sick leave hours shall be considered hours of work for overtime purposes. Supplemental PTO used on a holiday is not considered hours of work.

<table>
<thead>
<tr>
<th>HOURS WORKED</th>
<th>RATE OF PAY</th>
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</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) Scheduling.

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

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

The scheduled workweek need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week, provided that not more than ten (10) days of work are scheduled in any two (2) consecutive workweeks.

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

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

(3) **Scheduling Guarantee:** Where any department as a whole is now working less than seven (7) consecutive days, the work schedule of such department shall not be changed except by mutual agreement between the Hospital and the Union, except that this sentence shall not apply to employees required for surgical emergencies.

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

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

(C) **Overtime Scheduling:**

**UNITY:**

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

**PEI:**

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

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

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

(F) **Seniority Preference:** In the establishment of workweek schedules, the Hospital shall give preference to employees in accordance with seniority as far as practicable and consistent with proper hospital management. The Union will be notified and given an opportunity to discuss new or changing workweek schedules with the Employer prior to implementation.

Employees who have 20 calendar years of employment in the bargaining unit may have the opportunity for straight shifts and/or no weekend shifts when that becomes possible. The employee will submit a written request to his/her manager. The employee, manager, Union, and Human Resources will meet to discuss how to grant this request considering the feasibility and impact of the change on patient care, the work of the department, the effect on other employees, and whether to proceed with creating the opportunity. If more than one 20 year employee on the same unit submits a written request the opportunity will be offered according to seniority.

(G) **Extra Hours:**

**UNITY:**

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The Hospital shall post a sign-up sheet prior to the posting of the work schedule whereby employees may indicate availability for specific extra shifts within their classification. Extra shifts shall be granted on a seniority basis first to employees on a non-overtime basis (regularly scheduled employees first, then casual employees) and then to employees on an overtime basis (regularly scheduled first, then casual). Extra shifts shall be granted as provided in this Section before using temporary employees of outside employment agencies. The Hospital shall meet with the Union to develop a policy that provides for the consistent application of this section. Extra hours prior to the schedule being posted will be offered using rotating seniority. Short-term openings (occurring after the schedule is posted) will be offered as outlined above. Employees may opt out of being called for voluntary extra hours. Departments shall work with the Union to develop a process.

PEI:

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

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

Availability lists will be posted in each department.

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

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

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

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

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

(H) **Flexible Scheduling.**

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

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

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

a. **UNITY:**

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

   **PEI:**

   The Union recognizes that there are 10-hour shifts being utilized in the Surgical Technician position. Upon request from employees or leaders, a department may create 10 or 12 hour shifts. If requested, the interested parties (consisting of the department leaders, union representative, and employees) will meet and jointly explore the 10 or 12 hour shift option and develop parameters for such shifts. The parameters shall be reduced to writing and may include a trial period.

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

c. If a replacement is required because the employee is absent, the 10 or 12 hour shift may be split up into two five-hour shifts or two six-hour shifts. An employee in the 10 to 12 hour shift program may also trade or switch with an employee who does not participate in the program, but that employee must agree in writing to receive overtime only for hours worked in excess of 40 hours in a week. An employee may not change his or her overtime rules more than once each calendar quarter.
d. Based on the operational needs of the department, holidays may be scheduled for eight hour shifts or 10 or 12 hour shifts. If the holiday is scheduled for eight hour shifts, the employees assigned to the 10 or 12 hour flexible work schedule may work 8 hours and take PTO or benefit-no-pay to make up the difference.

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

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

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

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

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

j. PEI:
If there is a 10-hour vacancy for surgical technicians and no current employee bids, the Hospital may hire from the outside for the 10-hour position, with prior notice to the Union.

(2) **Weekend Scheduling Program.**

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

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

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

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

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

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

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

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

g. Based on the operational needs of the department, holidays may be scheduled for eight hour shifts or 10 or 12 hour shifts. If scheduled for eight hour shifts, the employees assigned to the 10 or 12 hour flexible work schedule may work 8 hours and take PTO or benefit-no-pay to make up the difference. Holiday pay shall be based on the number of hours worked on each holiday.

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

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

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</tr>
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<td>Over 12 consecutive hours in a day</td>
<td>Two (2) times the regular rate of pay</td>
</tr>
</tbody>
</table>

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

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

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

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

Employees who, as of May 2, 2008, were already working in a weekend-only scheduling program will continue to participate in that program. Employees who move to a weekend scheduling program after that date will participate in the program outlined above.

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

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

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

1. An employee may give away four (4) shifts per year.

2. An employee must have a work agreement of 0.5 FTE or greater.

3. The give away shift shall not create overtime for the employee accepting to work the shift.

4. An employee accepting the shift must be qualified within the classification.

5. Employees may give shifts to casual employees with supervisor’s approval.

6. Employees must find their own replacements.
** 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.

**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.

**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.

**Advance Notice – Four Hour Work Guarantee:** Employees required to report for work will be guaranteed at least four (4) hours work/pay. Any work over four (4) hours shall be paid for at the regular rate. The foregoing provision shall not apply to any employee who desires to, or prefers to, work less than four (4) hours.

**ARTICLE 15**

**SENIORITY**

**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.

**Held for future use.**
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.

Multi-Unit Employees:

UNITY:

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

Casual Employees:

Casual employees will be on a separate seniority list.

Establishment of Seniority Lists:

There shall be no break in seniority during the period of a leave of absence.

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.

Negotiations:

UNITY:

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

ARTICLE 16
REDUCTIONS OTHER THAN LAYOFF

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

Reduction of Shifts:
(1) Voluntary low need days will be requested from employees on the affected unit and/or shift in accordance with staffing patterns established for that unit and/or shift by the Employer. Voluntary low need days shall be granted in seniority order of those employees signing the request sheet. Departments will post a sign-up sheet after the schedule is posted where employees may indicate their availability for voluntary low need days.

(2) If the needed reduction is not accomplished by Subsection (A)(1), employees’ shifts will be cancelled in the following order:

a. Outside pools, temporary staff, or agency staff.
b. Overtime shifts.
c. Casual staff in reverse seniority order.
d. Regularly scheduled part-time staff working an identified extra shift that is not overtime in reverse seniority order. (If, on the day that the reduction is required, the part-time employee is scheduled to work above his or her FTE during the pay period, the employee is working an “identified extra shift.”)
e. Regularly scheduled full or part-time staff in reverse order of seniority.

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

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

(B) Notice:

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

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

(C) Options:

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

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

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

(D) **Limits on Low Need Days:**

UNITY:

No employee shall be required to take more than 96 hours per calendar year and 1 occurrence per pay period of involuntary low-need time. Involuntary low need shall be taken on a rotating basis in reverse order of seniority. An employee, who volunteers for a low need day and is next in line for an involuntary low need day in the same pay period, shall be skipped for that rotation. (An occurrence is a mandatory low need, regardless of whether it is for the entire shift or only part of a shift.)

Regularly scheduled employees having hours reduced will notify their manager if interested in working additional hours during the pay period. Casual employees and non-bargaining unit personnel shall not be assigned to work on units for which an employee is receiving low-need days, is orientated, currently qualified to work, and available to work.

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

PEI:

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

When 60 percent of the low need days in the caps/initial limits are assigned, the hospital and union would review the staffing situation. The review would be conducted again when 100 percent of the initial limits are assigned.
ARTICLE 17
LAY OFF AND RECALL

(A) Lay Off: In reducing the number of employees or in making a permanent reduction in hours, the Hospital will determine the number of positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs and permanent reductions in hours shall be made in reverse order of seniority, except that special capabilities may be considered for positions requiring special skills. Laid off employees shall be given the opportunity to return to work in a previous classification held by such employee on the basis of the seniority the employee earned in the previous classification.

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

(B) Recall: Employees shall be recalled in reverse order of reduction. Employees shall retain recall rights for a period equal to their accrued seniority up to a maximum of one (1) year.

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

(C) Timeline:

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

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

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

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

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

f. At day zero, employees displaced through the re-bid/reduction process will be laid off.
Reducing Impact of Reductions: After the Hospital provides the initial notice that reductions may occur, but before the re-bid or other reduction process, the Hospital and Union will meet to discuss potential options for reducing the impact of any reductions. These options may include offering employees the following:

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

ARTICLE 18
JOB VACANCIES

Job Vacancies: Vacancies or new positions shall be awarded to the senior employee applicant where the employee currently possesses the necessary capabilities to perform the work. Qualifications for the job shall be posted by the Employer, and the posting shall include the shift and number of hours for the position. New employees are not eligible for transfer to another classification or within the same classification to another unit until they have completed 180 days of employment. No other employees shall be eligible to bid on a job vacancy or new position until he/she has worked in his/her existing job for a minimum of 120 days (the 120-day requirement may be waived upon mutual agreement of the Hospital and the Union). The provisions of the preceding sentence shall not apply when employees bid on vacancies or new positions in the employee’s same classification.

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

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

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

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

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

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

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

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

(5) **Denial of Position:** Each current Allina employee submitting an application for a vacant job will be notified of the reason for the denial of the position within fourteen (14) workdays of the effective date of the awarding of the position.

(B) **Temporary Vacancies:** Notice of temporary vacancies shall be posted by the Hospital. Temporary postings will specify the approximate length of time that the position will be open. Employees in the same classification may apply for the vacancy if it would result in an increase in hours. The position shall be awarded to the senior eligible employee making application. An employee shall be returned to the employee’s regularly scheduled position when the temporary job has been completed. When a temporary vacancy becomes a permanent position, the Hospital will re-post that position.

(C) Held for future use.

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

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

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

If the Hospital plans to decrease full-time jobs, the Hospital will meet with the Union to explore options.

PEI:

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

When a part-time job is vacated, if feasible, the Hospital will post the newly available hours to allow part-time employees to increase their scheduled hours.

If the Hospital plans to decrease full-time jobs, the Hospital will meet with the Union to explore options.

ARTICLE 19
PAID TIME OFF (PTO)

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

(A) **Eligibility and Effective Date**: To be eligible for Paid-Time Off, an employee must be classified as a 0.5 FTE work agreement or greater (i.e., 20 hours or more per week). PTO shall be used in fifteen (15) minute increments and must be accurately reported. If an employee’s work agreement or FTE changes such that the employee loses eligibility and later regains eligibility, the employee’s initial eligibility date will remain the same for purposes of determining length of service. If the employee terminates employment with Allina and is rehired within 180 calendar days, the employee’s initial eligibility date will
remain the same for purposes of calculating length of service. If the employee is rehired after 180 calendar days, the employee’s rehire date will be used as the initial eligibility date.

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

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Accrual Rate/Hour</th>
<th>Maximum Accrual Rate/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-4 years</td>
<td>.0925</td>
<td>192.40</td>
</tr>
<tr>
<td>5-8 years</td>
<td>.1117</td>
<td>232.34</td>
</tr>
<tr>
<td>9-14 years</td>
<td>.1309</td>
<td>272.27</td>
</tr>
<tr>
<td>15 years</td>
<td>.1350</td>
<td>280.80</td>
</tr>
<tr>
<td>16 years</td>
<td>.1380</td>
<td>287.00</td>
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<tr>
<td>17 years</td>
<td>.1420</td>
<td>295.36</td>
</tr>
<tr>
<td>18 years</td>
<td>.1460</td>
<td>303.68</td>
</tr>
<tr>
<td>19 or more years</td>
<td>.1590</td>
<td>330.72</td>
</tr>
</tbody>
</table>

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

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

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

If accrued PTO is available, PTO will be used to cover all time away from work (planned or unplanned), including Family Medical Leave Act leaves, except as otherwise provided in the Use of PTO on Holidays Subsection in this Article.

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

Accrued PTO will carryover from year to year, up to the maximum accrual. The maximum accrual will be 360 hours.

When an employee reaches this maximum PTO accrual, there will be no further accrual of hours until the balance falls below the maximum. However, PTO will not be lost once it has accrued. PTO will need to be used in order to begin to accrue PTO again. An employee will not receive retroactive credit for time worked while his or her PTO balance is at or above the maximum accrual limit.
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 become ill or suffer from a serious health condition on a previously scheduled day off or scheduled holiday off, you may use FSL after using PTO for the first full or partial day of absence upon submission of proper certification by a competent physician.
- If you become ill or suffer from a serious health condition, you must notify your department head of your illness at least one (1) hour (two (2) hours for the night shift and three (3) hours for the relief shift) prior to the beginning of your working day or as soon thereafter as possible and shall submit proof of sickness or serious health condition to the Employer if requested. If proper notice of illness is not provided to the Employer, you will not be able to access FSL for the continuous absence.
• If you return to work after an illness or injury and you are absent again within fourteen (14) consecutive calendar days due to the same illness or injury, you may use your FSL balance immediately without using a full or partial day of PTO.

• If you are unable to work due to a disability as determined under terms of the Income Protection Program (as referenced in Section H), you must use your FSL, until exhausted, beyond the first day of the absence.

• Benefits under the Income Protection Program will automatically be supplemented with your available FSL up to 100% of pay at the time of your disability.

(E) Use of PTO – General:

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

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

(1) PTO Request/Granting Period:

UNITY:

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

PEI:

A PTO calendar shall be passed to employees, starting with the most senior employee. Employees can take vacation in one-week blocks during this pass and can sign up for multiple weeks. Once the calendar has gone around to every employee, it shall be passed again for single day requests.

(2) Requesting Outside the Bid Periods:

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

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

(3) Scheduling Guidelines:

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

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

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

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

(4) Radiology, Respiratory Care, and EEG:

UNITY:

These classifications will continue granting time off using their current practice. If either party, in the future, believes there needs to be changes to the current practice, the parties shall meet and develop a new system; if no agreement can be reached the above system will be used. The system can only change once per calendar year and only if 60% or more of the employees in the department want a change.

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

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

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

(H) Holiday Scheduling:

(1) Recognized Holidays:

Recognized holidays include: New Year’s Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and a Cultural/Religious/Personal Holiday.

(2) Exercise of Seniority:

(a) Generally:

The current practices for granting holidays off shall continue. If, in the future, 70% or more of the employees in the department believe the system no longer works, the parties shall meet and develop a new process. A new system can be changed only once per calendar year. If no process can be agreed to then the following language will be used:

Recognized holidays shall not be included in either of the PTO vacation bid periods.

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

Holiday schedules will be filled as follows:

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

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

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

Employees required to work under Item iii will not be guaranteed to work a shift within their work agreement, though every effort will be made to provide a shift match.
No employee will be required to work on all of the “Big Three” holidays (Thanksgiving, Christmas Day, and New Year’s Day) in a holiday season, unless the employee agrees to work all three holidays. Employees may be required to work two of the “Big Three” holidays if required to do so in the process outlined above.

UNITY:

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

(b) Cultural/Religious/Personal Holiday:

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

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

(3) Use of PTO on Holidays:

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

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

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

2) Work 80 hours in the pay period (including the holiday) and save PTO to be used in a different pay period.

(b) Full-time employees’ preference for not working a holiday.

At the time employees exercise their seniority for purposes of holiday scheduling, full-time employees who do not wish to work a holiday shall elect one of the following options:
1) Work 72 hours and use PTO to equal 80 hours,

2) Work 80 hours without using PTO during the pay period, or

3) Work 72 hours without using PTO. (Note: This option will impact an employee’s accruals as he/she will earn accrual on 72 hours rather than 80 hours.)

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

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

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

2) Work their FTE, and not take PTO.

(d) Part-time employees’ preference of not working a holiday.

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

1) If the holiday would normally be a scheduled day off:
   
   a) The employee can work their full FTE and add PTO on the holiday – not resulting in overtime, or
   
   b) The employee can work his/her full FTE without using PTO.

2) If the holiday would normally be a scheduled day to work:
   
   a) The employee can use PTO on the holiday to arrive at their FTE status, or
   
   b) The employee can take the holiday off without pay and work under their FTE status. (Note: This option will impact the employee’s accruals.)

(e) Available hours after holiday bidding occurs.

Available hours will be offered first by seniority to part-time employees electing d.2(b), above, and then by seniority – to those employees who, if assigned the available hours, would not incur overtime.
(f) Employees with work agreements less than .5 FTE.

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

(4) **Department Closure:** If an employee’s department is closed due to an Allina Recognized Holiday, the employee does not have to use PTO, and can work under his/her work agreement. The designated holiday may be different than the recognized holiday.

(5) **Christmas and New Year’s:** Christmas Day shall be deemed to extend over a forty (40) hour period from 7:00 A.M. on December 24 through 11:00 P.M. on December 25. New Year’s Day shall be deemed to extend over a thirty-two (32) hour period from 3:00 P.M. on December 31 through 11:00 P.M. on January 1. Employees shall receive time and one-half for all hours worked during this time *(i.e., for hours actually worked between 0700 military time on December 24 and 2259 military time on December 25 and for hours actually worked between 1500 military time on December 31 and 2259 military time on January 1. Employees who work can elect to supplement only one shift on each holiday with PTO for double time and one half pay. The election must be made at the time the employee exercises his/her seniority for holiday purposes in Subsection (H)(3) above.

(I) **Proof of Sickness:**

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

(J) **PTO Cash Option:**

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

The PTO Cash Option allows an Employee to request up to forty (40) hours of PTO that would be accrued in the following year be distributed to the Employee rather than accrued as PTO. Only PTO hours accrued in the following calendar year are eligible for the PTO Cash Option. The PTO Cash Option election must be received by the HR Service Center during open enrollment or no later than December 31. An election to participate in the PTO Cash Option in the next calendar year and the payment option designation are irrevocable once made.
In no event will the PTO Cash Option distribute an amount in excess of the PTO actually accrued during the year in which such distribution is to be made. PTO accrued during prior years shall not be available for distribution under the PTO Cash Option. The PTO Cash Option shall be paid at the Employee’s standard hourly rate at the time of payment and shall not be considered or paid at overtime rates.

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

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

1. Lump Sum Cash Payment - An Employee may elect to receive all or a portion of the PTO Cash Option in a single lump sum cash payment. An Employee must designate the number of hours to be distributed in this form at the time the PTO Cash Option is elected. Such payment shall be paid as of the first payroll period on or after April 1 of the payment year. If an Employee fails to elect a payment option, the Employee will be deemed to have elected the Lump Sum Cash Payment option.

2. Contribution to the Allina Pre-Tax Premium Payment Program - An Employee may elect to contribute all or a portion of the PTO Cash Option to the Premium Payment Program in order to offset employee’s portion of the cost of Allina sponsored group medical coverage elected by the Employee. An Employee must designate the number of hours to be contributed to the Pre-Tax Premium Payment Program at the time the PTO Cash Option is elected. Such contribution will then be distributed on a prorated basis each payroll period to the extent such amount does not exceed the PTO accrued during the pay period. In the event insufficient PTO has accrued during the pay period, a PTO Cash Option distribution will not be made and will be paid in a subsequent pay period in which sufficient PTO has accrued. This payment option will be administered in compliance with the provisions of Section 125 of the Internal Revenue Code and all applicable regulations.

3. Contribution to the Allina Flexible Benefit Program - An Employee may elect to have all or a portion of the PTO Cash Option contributed to the Flexible Benefit Program. Such amount may be used to fund the amount the Employee elects to contribute to the Health Care Reimbursement Account and/or the Dependent Care Reimbursement Account. This payment option is a funding mechanism only. The Employee must also participate in the Flexible Benefit Program pursuant to the enrollment requirements applicable to that Program. Electing this payment option
does not increase, decrease or replace the Employee's elections under the Flexible Benefit Program.

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

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

(K) When Eligibility for PTO Ends:

An Employee will no longer be eligible for PTO when:

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

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

If an Employee’s regularly scheduled hours are changed to less than 20 hours per week (less than .5 FTE), PTO accruals will cease. An employee’s PTO will not be paid out. The Employee may continue to use accrued PTO until it is exhausted.

(L) Cashing Out PTO During Employment: With the exception of the PTO Cash Options during open enrollment, an employee’s unused PTO will not be paid at any time prior to termination of employment, unless one of the following criteria is met:
1. **Re-classified as Casual:** If an employee is reclassified under his/her work agreement as a casual employee (0.0 FTE), his/her PTO will be paid out automatically. If the employee is later reclassified as a full-time or part-time employee, he/she will not have the opportunity to reinstate his/her PTO by repaying the cashed-out amount.

2. **Extreme Hardship:** Accrued PTO may be paid out in the limited case of an extreme hardship. An extreme hardship is a financial hardship due to a serious, isolated and unexpected event that will have severe financial impact on the employee and cannot be met by any other source of income or savings (e.g., house fire, catastrophic illness, natural disaster), and does not include circumstances resulting from poor planning or foreseeable consequences of personal actions. Request for extreme hardship PTO payouts are subject to approval by the Director/Vice-President of Allina Labor Relations, or his/her designee.

(M) **PTO Donation:** Employees may choose to donate PTO time under Allina’s “PTO Donation Program” following the guidelines as may be amended from time to time by the employer, except that a full-time employee is required to have at least 40 hours PTO in their bank and a part-time employee is required to have at least 30 hours PTO in their bank, and there is no minimum FTE requirement for eligibility to donate.

**ARTICLE 20**

**WAGES**

(A) **Wage Scales:** The minimum wage scale for the classifications of work covered in this Agreement shall be as outlined in Appendixes A and B.

The wage scales will be effective on March 1, 2018.

(B) **Lead Pay:** If the Employer establishes a permanent lead person for any of the classifications listed in this Agreement, the rate of pay for such lead person(s) shall be one dollar and fifty cents ($1.50) per compensated hour, excluding call hours, above the rate of pay for the employee. If a supervisor appoints an employee to fill-in as a lead or act as an occasional lead, the employee shall receive one dollar and fifty cents ($1.50) per hour, for a minimum of four (4) hours. The decision as to whether a lead person classification will be utilized shall be made in the sole discretion of the Employer. Any lead position shall be posted and filled in accordance with Job Vacancy language. Adequate time will be given to Leads to perform their lead responsibilities. The staffing committee(s) will define adequate time.

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

(C) **Wage Increments:** Wage increments for all employees shall be based on one (1) year’s credit for each two thousand eighty (2,080) compensated hours. In the event of a change of classification, the Employee shall receive a wage rate in the new classification based on
said length of service, regardless of whether such new rate is greater or less than the rate in the old classification. Provided, however, that in the event of a voluntary change in classification where the lowest rate of the new classification is equal to or exceeds the highest rate of the old classification, the employee shall be placed at the lowest increment scale of the new classification and will accrue further increments from the date the employee began work in said new classification.

(D) **Shift Differentials:**

**UNITY:**

Nights – third (3rd) shift:
For employees who rotate day/night or evening/night, they shall receive a differential of two dollars and fifty cents ($2.50) per hour for all hours worked on the night shift.

For employees who work a permanent night position, they shall receive a differential of three dollars and twenty-five cents ($3.25) per compensated hour.

The night shift differential shall be paid for any shift where 50% or more of the hours scheduled occur after 11:00 p.m.

Evenings – second (2nd) shift:
For employees who rotate days/evenings, they shall receive a differential of one dollar and fifty cents ($1.50) per hour for all hours worked on the evening shift.

For employees who work a permanent evening position, they shall receive a differential of two dollars and fifty ($2.50) per compensated hour.

**PEI:**

The Hospital will pay a $1.75/hour differential for any shift where 50% or more of the hours are regularly scheduled to occur after 3 p.m., but also agrees that for employees who work a permanent position where 50% or more of the hours are regularly scheduled to occur after 3 p.m., the differential will be $2.00/hour.

(E) **Weekend Premium Pay:** Full-time, part-time and casual employees (excluding per diem employees) shall receive one dollar ($1.00) per hour for six (6) consecutive weekend shifts starting with the Saturday morning day shift and ending with the end of Sunday night shift.

(F) Held for future use.

(G) Held for future use.

(H) **Call Pay:**

**UNITY:**
(1) **Off Premise:**

Employees assigned to work on-call shall receive $6.70 per hour for all hours. If an employee is on-call on a holiday, they shall receive double time the on-call rate of pay. Employees called into work shall be given a minimum of 4 hours pay, and be compensated at straight time, unless the employee has worked 8 hours in the day or 80 hours in the pay period, then the employee will receive time and one-half for the 4 hours, or all worked if greater.

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

(2) **On Premise:**

Employees assigned to work on premise on-call shall receive the minimum wage per hour for all hours or at the rate determined by using the average rate calculation for overtime premium, when appropriate (generally if an employee has worked an 8-hour shift within 24 hours). Such call pay on a holiday shall be paid at double-time.

**PEI:**

(1) **Off Premise:**

Off premise on-call hours shall be between 7:00 am and 11 pm. Employees assigned to work off premise on-call shall receive $6.70 per hour for all hours.

(2) **On Premise:**

Employees assigned to work on premise on-call shall receive the minimum wage per hour for all hours or at the rate determined by using the average rate calculation for overtime premium, when appropriate (generally if an employee has worked an 8-hour shift within 24 hours). Such call pay on a holiday shall be paid at double-time.

(3) **After 11:00 pm Reporting Payment:**

Employees not scheduled to work but who report to work on or after 11:00 pm shall be entitled to a $300 payment.

(I) **Shift Bonus:**

**UNITY:**
Employees who pick up additional shifts after the schedule is posted, or pick up a last minute opening, shall receive a $50.00 bonus as long as the employee works their full FTE, has no unscheduled absences including sick calls and no give away shifts in the pay-period.

(J) Held for future use.

(K) Held for future use.

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

**UNITY:**

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

**PEI:**

Employees who are assigned as preceptor shall continue to receive $1.50 per hour when precepting new employees and after completion of preceptor training.

(M) **Pay Days – Employer Computations:** Definite paydays shall be established, preferably semi-monthly, if possible. An employee shall be permitted to know on what basis the employee's pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of the employee's total take-home pay, if requested. Five (5) working days shall be allowed to the Employer to make up and distribute the payroll.

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

(O) **Wage Assessment:**

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

   a. The Employee turnover rate for any job classification at the Hospital exceeds 20% for the preceding 12 months.
   b. The time required for the Hospital to fill any open positions for a job classification exceeds 60 days.
   c. The wages paid by the Hospital for any job classification is lower than the wages paid by the Allina metro hospitals and/or the market by 2% or more.
d. The wages paid by the Hospital for any job classification are lower than the average wages paid by any acute care facility located within 25 miles of the Hospital by 2% or more.

e. The market wage rates for acute care facilities for the starting, midpoint (7 years) and maximum (15 years) wage ranges increases by more than 2%.

f. The Hospital uses non-Hospital staff for any job classification for the first time or the Hospital increases the use of non-Hospital staff by more than 50% for the job classification.

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

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

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

**ARTICLE 21**
**HEALTH AND WELFARE BENEFITS**

(A) **Medical Insurance:**

(1) **Coverage:**

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

**Option A: Allina First.**

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

   ALLINA FIRST 90%

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

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. Allina will guarantee that, at least for the first three years of the bargaining agreement, one option will be a traditional PPO plan design.

(2) Eligibility: Employees shall be eligible for the coverage provided in this Section after completing sixty (60) days of employment.

(B) Income Protection (Short Term Disability):

The Employer shall provide and pay for an Income Protection Plan for full-time and part-time employees working an FTE status of 0.5 or greater. The Income Protection program pays 60% of an employee’s regular earnings during a period of disability for a maximum of up to 80 calendar days. Eligible Employees are automatically enrolled at no cost.

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

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

If an employee is eligible for coverage under the IP program, the employee must use PTO during the waiting period prior to the start of the IP program except:
1. If an employee has available FSL, he/she must use PTO for the first day of absence due to disability and then his/her Frozen Sick Leave will automatically be used for the remainder of the waiting period or until such leave is exhausted, if shorter; or

2. If the employee’s available FSL is not sufficient to cover the waiting period, the employee must use PTO for absences during the remainder of the waiting period.

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

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

(C) Long Term Disability.

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

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

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

(D) Life Insurance.

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

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

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

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

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

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

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

ARTICLE 22
PENSIONS AND RETIREMENT BENEFITS

(A) **Pension.**

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

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

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

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

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

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

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

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

The trustees shall apply all funds received pursuant to this Article exclusively to provide pension funds, except such disbursements as are specifically provided for herein. They shall serve without compensation, but may be reimbursed for actual and necessary expenses incurred in connection with their duties as trustees. They may authorize payment of reasonable expenses of administration of the fund, including such fees and services as are directly related to the pension fund.
(5) Employees covered by this Agreement shall automatically be members of the pension fund upon submission by the Employer to the pension fund of such information as may be necessary for pension purposes. The trustees thereupon shall certify the facts of such membership to the Hospital and the covered employee. No application, enrollment or other kind of action shall be required of any such employee as a condition to coverage or membership within the pension fund.

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

(B) 401(k) Contributions.

(1) Matching Contributions:

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

(2) Non-Elective Contributions:

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

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

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

**ARTICLE 23**

**DISABILITY AND LEAVES OF ABSENCE**

(A) **Illness/Disability Leave:** Upon completion of the probationary period as set forth in Probationary Period Article of this Agreement, an automatic leave of absence without pay shall be granted to an employee in the case of illness or physical disability, including pregnancy, which exhausts frozen sick leave. Such leave shall be for the period of illness or disability only. Such leave shall not exceed one (1) year in length. However, an employee who has been employed for less than twelve (12) months will only be eligible for an unpaid leave equal to the length of time from the employee's date of hire up to the date of the leave request. An employee shall be returned to the employee's regularly scheduled position with full seniority and without loss of benefits upon certification by a competent physician of recovery from such illness or disability. Frozen sick leave payments as provided in this Article shall be made only during the period of actual illness or physical disability subject to the maximum payments provided herein. No employee shall be entitled to receive a second automatic leave of absence for illness or physical disability unless such employee has returned to active employment for three (3) months or more.

(B) **Jury Duty:** When an employee receives notice of jury duty, he/she shall notify his/her supervisor at once. He/she will be given leave for such jury duty and will be made whole for loss of pay during that period. He/she will report for work whenever his/her jury duty does not conflict; provided, however he/she will not be required to work later than 7:00 p.m. on any day he/she was requested to report for jury duty. Any reasonable rearrangement of work hours including re-shifting of other employees for that purpose, will be made. In making the employee whole, his/her wages will be computed as if he/she had worked on the first (1st) shift at straight time and be paid in full, therefore, minus the amount evidenced by his/her jury check. Whenever considered necessary by the Employer because of the needs of the business at a particular time or the difficulty of substitution for the particular employee, said employee will cooperate with the Employer in requesting and obtaining a postponement of said jury duty.

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

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

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

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

(D) Military Leave: The Employer complies with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and all other state and federal laws pertaining to military leave. Employees must notify their manager upon receiving military orders and must provide copies of the written orders as soon as they are available for any leave that is expected to be greater than thirty (30) days. Employees should contact the Allina Human Resource Service Center for LOA materials and follow LOA process guidelines. Employees are not required to use their PTO for their leave.

(E) Time Off for Voting: Employees are encouraged to vote during non-work hours, but if that is not possible, employees will be allowed to take time off with pay in order to vote in a qualifying election. However, employees are still required to notify their manager in advance. Employees will not be required to use PTO for the absence.

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

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

(G) Other Leaves of Absence: Requests for unpaid leaves of absence of one day or longer for reasons other than illness, disability, pregnancy, or jury duty may be granted with supervisory approval.
(H) **Replacement of On-Leave Employees:** With respect to all leaves of absence, the Hospital may hire an employee to replace the individual on leave of absence on a temporary basis. The employee so hired shall be terminated upon return of the regular employee from the leave of absence.

(I) **Seniority During Leaves of Absence:** There shall be no break in seniority during the period of a leave of absence. No credit for purposes of wage increments or benefits shall be given during the period of an unpaid leave of absence. An employee shall not lose service credit previously accrued.

**ARTICLE 24
EDUCATION DEVELOPMENT**

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

1. An employee must be employed by Allina for a period of six months before the employee is eligible for the reimbursement.

2. The employee must sign an agreement indicating they will remain employed within Allina for 12 consecutive months after completing their course or sequence of studies, and must work 0.5 FTE or above during the 12 month period.

3. An employee may receive advance payment of amounts provided for tuition. The employee shall repay the amount advanced if the course is not satisfactorily completed or to the extent that they do not continue to work or make themselves available to return to work within Allina for at least twelve (12) months after the completion of the educational unit.

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

(B) Any education required by the Hospital subsequent to employment shall be provided during hours compensated pursuant to the Agreement and with the expense thereof paid by the Hospital.

**ARTICLE 25
HEALTH AND SAFETY**

(A) **Statement of Purpose:** It shall be the policy of the Hospital that the safety of the employees, the protection of work areas, the adequate education and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. The Hospital is committed to a culture that reduces workplace exposures causing health effects and enhances overall safety and security in the workplace. Further, the Hospital is committed to providing employees a work environment that is free from
hostile, abusive and disrespectful behavior and will make reasonable effort to provide employees with safe and adequate equipment, working environment and facilities.

(B) **Employee Responsibility:** It shall be the responsibility of all employees to cooperate in programs to promote safety for themselves and for the public including participation on committees and compliance with rules and behaviors to promote safety and a violence-free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures.

(C) **Right to Participate.**

1. **Allina Health & Safety Council:** There shall be two SEIU employee representatives selected or elected by the Union to participate on the Allina Health & Safety Council and may participate as appropriate on Allina Health & Safety Council sub-committee/hazard reduction committees.

2. **Hospital Health & Safety Sub-Committee:** There shall also be a member selected or elected by the Union to participate on the Hospital Health and Safety Sub-Committee. Such sub-committee is responsible for reviewing all safety incidents and safety concerns, annual planning and evaluation. This Sub-Committee makes recommendations for corrective action and improvements.

(D) **Employees' Right to Know:** When the Hospital receives and investigates a report that a dangerous, unhealthful, or potentially dangerous or unhealthful condition is present on a particular unit the Hospital shall inform all SEIU bargaining unit employees working in the unit or affected area.

(E) **Infectious or Contagious Diseases:** Where infectious or contagious diseases are diagnosed or suspected, upon request of a Union Representative, the Hospital shall meet promptly with the Union to determine what steps, if any, are necessary to safeguard the health and safety of workers and patients. Any worker represented by the Local who may be at risk of exposure to an infectious agent or agents as a result of their work responsibilities shall be informed of what risk the patient poses and the measures that will be taken to protect the employee according to Hospital policy and procedure.

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

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

(F) **Violence in the Workplace:** The Hospital will have a trained response team(s) which will respond to all emergency situations where violence or the threat of violence occurs. This team may be Security Officers trained to deal with violent situations. Hospital reports of these situations will be reviewed by the Health and Safety Committee. The Hospital will offer counseling or other delayed stress debriefings for any employees that are victims of assault. Any employee who is assaulted at work and is unable to continue working will be given the opportunity to be free from duty without loss of pay for the remainder of the shift.

(G) **Respectful Workplace:** The Union and Hospital are committed to providing a work environment that is free from hostile, abusive and disrespectful behavior.

(H) **Health and Safety Education:** No employee shall be required or allowed to work on any unit or operate any equipment until the employee has received proper education, training, and instruction.

(I) **Workers Compensation:** The Hospital shall provide the Union with copies of all First Report of Injury reports submitted by SEIU-represented employees.

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

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

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

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

A reasonable belief of imminent danger of death or serious physical harm includes but is not limited to a reasonable belief of the employee that the employee has been assigned to work in an unsafe or unhealthful manner with a hazardous substance, harmful physical agent or infectious agent.
An employer may not discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested that the employer correct the hazardous conditions but the conditions remain uncorrected.

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

ARTICLE 26
CROSS OVER WORK BETWEEN UNITY AND MERCY CAMPUSES

UNITY:

There are many circumstances where technical employees work at both Unity Campus and Mercy Campus as part of their Unity employment. It is not the intent of either the Union or the Employer to change this practice. If, in the future, either party identifies a compelling need to change the current cross over practices, the parties shall meet and reach consensus over the changes.

It is also not the intent of the Employer to shift employment from Unity to Mercy for the purpose of reducing union membership. A joint labor-management committee will jointly review the departments covered under this agreement every 6 months. They will compare the FTE count and numbers of employees, identify any areas of concern and resolve any identified issues.

All Unity Technical employees covered by this contract will be credited for seniority purposes (as defined in Article 12 of this contract) for all hours performed in their technical role at either Mercy or Unity Campuses.

In the event of a necessary reduction in force in any of the departments that cross over between Mercy and Unity the parties will meet immediately after the need is identified to identify issues and procedures. It is the intent of both parties to disadvantage neither Unity nor Mercy employees more than the other.

Current cross over practices:

Radiology (CT, MRI, Interventional Radiology, Diagnostic Radiology):

CT:
- Casuals – may voluntarily work at either Unity or Mercy
- Volume floating – may voluntarily go to where the work is at either site
MRI:
- Regular schedules – one Mercy person routinely scheduled at Unity every 4th weekend
- Call schedules – one call team at each site
- Casuals – may voluntarily work at either Unity or Mercy
- Volume floating – may voluntarily go to where the work is at either site

Interventional Radiology:
- Call schedules – call is shared, one call team covers both Unity and Mercy
- Casuals – may voluntarily work at either Unity or Mercy
- Volume floating – may voluntarily go to where the work is at either site

Diagnostic Radiology:
- Volume floating – may voluntarily float to the other site in an emergency situation – very infrequent currently
- Casuals – may voluntarily work at either Unity or Mercy

Respiratory Therapy:
- Volume floating – primarily from Unity to Mercy for individuals interested in additional shifts – site staff get first access to extra hours
- Casuals – may voluntarily work at either Unity or Mercy

Rehabilitation (Physical Therapy, Occupational Therapy):
- Volume floating – may voluntarily go to where the work is at either site
- Volume needs may be met by Allina float pool staff

ARTICLE 27
(Held for Future Use)

ARTICLE 28
NO STRIKE / NO LOCKOUT

There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of this Agreement.

ARTICLE 29
SEIU (COPE) LANGUAGE

The Employers agree to deduct and transmit to SEIU Healthcare Minnesota, COPE, $_______ per pay period, from the wages of those employees who voluntarily authorized such contributions on the forms provided for that purpose by SEIU. These transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.
ARTICLE 30  
(Held for Future Use)

ARTICLE 31  
DURATION

Except as otherwise provided, these Agreements shall be effective on March 11, 2018, and shall be in full force and effect through and including February 28, 2021 and shall continue in full force and effect from year-to-year thereafter, unless written notice of desire to change or modify this Agreement is given by either party at least ninety (90) calendar days prior to February 28, 2021, or February 28 of successive years thereafter.

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

ALLINA HEALTH SYSTEM

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

Marge M. Watry, Phillips Eye Institute

Kristyn M.W. Mullin, Phillips Eye Institute

Nancy K. Watson, Mercy Hospital – Unity Campus

Sandra C. Francis, Labor Relations

Timothy B. Kohls, Labor Relations

SEIU HEALTHCARE MINNESOTA

Jamie Gilley, President

Liz Asmuss, Executive Vice President

Jeff Sarro

Melanie Keller

Cynthia Murphy

Mary Finken

Daryl Carlson
ACTION ITEM

The parties agree to discuss the possibility of using temporary employees to facilitate regular employees in large departments taking time off in the summer.
### APPENDIX A: WAGE SCALES FOR UNITY

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APPENDIX C: INDEX TO LETTERS OF UNDERSTANDING

LOU #1: Implementation of Corrective Action Policy
LOU #3: Labor Management Committees
LOU #58: Staffing Committee in Surgical Services (UTY)
LOU #59: Holiday Bonus Payment (UTY)
LOU #92: Pulmonary Rehabilitation Outpatient Coordinator (UTY)
LOU #110: Health Insurance
LOU #112: Pension
LETTER OF UNDERSTANDING

Between

Allina Hospitals & Clinics

and

SEIU Healthcare Minnesota

SUBJECT: Implementation of Corrective Action Policy

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

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

1. The Corrective Action Policy will become effective on August 1, 2008.

2. On or after August 1, 2008, the level of corrective action issued to an employee under either the Corrective Action Policy will be based as follows:

   a. If an employee has received a coaching/counseling for any offense within the six-month period prior to August 1, 2008, the employee will be placed at the Level 1 - Coaching step of the corrective action procedure. The Level 1 - Coaching will remain active for six months after the coaching/counseling was initially issued. Any corrective action issued during the active period will be issued in accordance with the Corrective Action Policy.

   b. If an employee has received a verbal warning for any offense within the six-month period prior to August 1, 2008, the employee will be placed at the Level 2 - Verbal Counsel step of the corrective action procedure. The Level 2 - Verbal Counsel will remain active for six months after the verbal warning was issued. Any corrective action issued during the active period will be issued in accordance with the Corrective Action Policy.

   c. If an employee has received a written warning for any offense within the six-month period prior to August 1, 2008 the employee will be placed at the Level
3 - Written Counsel step of the corrective action procedure. The Level 3 - Written Counsel will remain active for six months after written warning was issued. Any corrective action issued during the active period will be issued in accordance with the Corrective Action Policy.

d. If an employee has received a suspension for any offense within the 12-month period prior to August 1, 2008, the employee will be placed at the Level 4 - Day of Decision step of the corrective action procedure. The Level 4 - Day of Decision will remain active for 12 months after the suspension was issued. Any corrective action issued during the active period will be issued in accordance with the Corrective Action Policy.

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

f. Last Chance Agreements signed by the employee and a union representative will remain in full force and effect and will not be affected by the implementation of the Corrective Action Policy.

3. Neither this Letter of Understanding nor the Corrective Action Policy will limit Allina’s right to discharge or otherwise discipline an employee for a single serious offense or repeated offenses, or to withhold employees from service with or without pay pending an Allina investigation.

AGREED TO:

ALLINA HOSPITALS & CLINICS

By ____________________________
Its ____________________________
Dated __________ 2005

SEIU HEALTHCARE MINNESOTA

By ____________________________
Its ____________________________
Dated __________ 2008
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

SEIU HEALTHCARE MINNESOTA

By

Dated
LETTER OF UNDERSTANDING
Between
Allina Hospitals and Clinics – Unity Hospital
And
SEIU Local 113

SUBJECT: Staffing Committee in Surgical Services

It is agreed by Allina Hospitals and Clinics, on behalf of Unity Hospital, and SEIU Local 113 that within 30 days of the contract ratification a committee will be identified to review staffing issues/concerns as follows:

- Begin with 2 meetings per month until initial issues are resolved, then will move to a monthly meeting
- The committee will include three (3) union members, three (3) management members, one (1) union business representative, one (1) labor relations representative and a mediator from the Federal Mediation and Conciliation Services
- The committee purpose is to meet, identify and mutually resolve staffing related issues
- The committee is accountable to the Unity Strategic Alliance Team and unresolved issues will be referred to this team
- Issues and/or topics for discussion will be jointly identified

For SEIU Local 113

Date 3-6-07

For Allina Hospitals & Clinics

Date 3-6-07
LETTER OF UNDERSTANDING
Between
Allina Hospitals and Clinics – Unity Hospital
And
SEIU Local 113

Regarding: Holiday bonus payment

- In the departments where Holiday Bonuses are currently paid, the practice will continue as it exists today – the manager and steward(s) will meet before April 15, 2007 to jointly document the current practice.

SEIU Local 113

Date

Allina Hospitals and Clinics

Date

[Signatures and dates]
LETTER OF UNDERSTANDING
between
Allina Health d/b/a Unity Hospital
and
SEIU Healthcare Minnesota

SUBJECT: Pulmonary Rehabilitation Outpatient Coordinator

Allina Health d/b/a Unity Hospital (Hospital) created the Pulmonary Rehabilitation Outpatient Coordinator (PROC) classification which has been determined to be appropriately included within the technical employee unit subject to the collective bargaining agreement between the Hospital and SEIU Healthcare Minnesota (Union).

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

<table>
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<th>Yr 2</th>
<th>Yr 3</th>
<th>Yr 4</th>
<th>Yr 5</th>
<th>Yr 6</th>
<th>Yr 7</th>
<th>Yr 8</th>
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The parties further agree that the PROC will follow the non-contract structure for PTO, medical and dental insurance, and retirement until January 1, 2015 at which time she will begin following the contract provisions as described in Articles 19, 21, and 22 respectively.

While the parties recognize that the position is included in the technical bargaining unit, they also recognize that the nature of the position is unique to the bargaining unit and requires employee-initiated scheduling flexibility to meet patient needs. The parties also understand that the position and program is in a period of early development in which it is not yet known what changes will need to be made in the future. As such, the parties agree that certain provisions of Article 14 will not apply. More specifically, the following provisions will not apply and/or will be modified:

- 14(A) Standard Pay Period. "Eight and one-half (8-1/2) hours shall constitute a day’s work (includes ½ hour unpaid break)."
  The parties recognize that the PROC currently works a general schedule of two to three 8-1/2 hour days and one or two 4-6 hour days each week up to the employee’s FTE. It is not the intent of the parties that the schedule should change to conform to the eight and one-half hour day.
- 14(D) No Split Shifts and 14(E) 12 Hours between Shifts/Doublebacks
  The job responsibilities for the position include scheduling and presenting certain occasional evening educational forums which may occur on the employees’ partial day. On those occasions (no more than 8 per calendar year), 14(D) and 14(E) will not apply. Rather, it is expected that
the employee will be able to adjust his or her hours during the pay period to remain in the FTE. The contract provision will apply to any occurrence after 8 in a year.

- 14(ii) Give Away Shifts
  So long as there is only one employee working in the classification, Give Away Shifts shall not be available to the PROC.

Finally, the parties recognize and understand that coverage gaps may occur from time to time. Given the nature of the scheduling control and flexibility the PROC position, it is anticipated that most short-term planned absences will not leave coverage gaps. However, for certain short-term unplanned absences, the occupational therapist, exercise physiologist, and/or the Mercy PROC may be utilized.

AGREED TO:

ALLINA HEALTH D/B/A UNITY HOSPITAL

By

Kenneth Cune

Its

Director, Human Resources

Dated 7/7/14

SEIU HEALTHCARE MINNESOTA

By

Di Lornea

Its

Director, EVP

Dated 7/7/14

ALLINA LABOR RELATIONS

By

Sarah Lee

Dated 7/7/14
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 07-20-2019

SEIU HEALTHCARE MINNESOTA

By

Its President

Dated 6-11-18
Allina Health

and

SEIU Healthcare Minnesota

SUBJECT: Pension Contributions

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

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

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

AGREED TO:

ALLINA HEALTH SYSTEM
By _______________________
Its VP, Labor Relations
Dated 07-20-2018

SEIU HEALTHCARE MINNESOTA
By _______________________
Its _______________________
Dated 6-11-19