Collective Bargaining Agreement covering Technical Employees

between

St. Francis Regional Medical Center

and

SEIU Healthcare Minnesota

2017 – 2020
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COLLECTIVE BARGAINING AGREEMENT

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

DEFINITIONS

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

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

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

D. Benefit Eligible Employees: Benefit Eligible Employees are regularly scheduled employees with a designated FTE of 0.5 or higher.

ARTICLE 1
RECOGNITION

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

St. Francis Regional Medical Center: Technical employees described in Appendix A.

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

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

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

(E) **Certification.**

1. **Requirements:** In addition to any requirements (e.g., experience, education, certification/registration/licensure, etc.) designated by the Hospital for an employee to be hired into a position, the following will apply:

   (a) **Cardiac Sonographers:** An employee who does not become credentialed as a Registered Diagnostic Cardiac Sonographer (RDCCS) by the American Registry of Diagnostic Medical Sonographers (ARDMS) within one year of employment in this classification will not remain employed with the Hospital.

   (b) **Diagnostic Sonographers:** An employee who does not become a Registered Diagnostic Medical Sonographer (RDMS) by the American Registry of Diagnostic Medical Sonographers (ARDMS) within one year of employment in this classification will not remain employed with the Hospital.

   (c) **Licensed Practical Nurses:** An employee who does not become a Licensed Practical Nurse within 60 calendar days of issuance of a temporary permit will not remain employed with the Hospital.

   (d) **Medical Laboratory Technicians:** An employee who does not become certified as a Medical Laboratory Technician by the Board of Registry of the American Society of Clinical Pathologists within one year of employment in this classification will not remain employed with the Hospital.

   (e) **Nuclear Medicine Technologists:** An employee who does not become a certified Nuclear Medicine Technologist by the Nuclear Medicine Technology Certification Board (NMTCB) or ARRT within 90 calendar days of employment in this classification will not remain employed with the Hospital.
(f) **Polysomnographers.**

(i) A Polysomnographer Trainee who does not become a Polysomnographer Technician within one year after hire date will not remain employed with the Hospital.

(ii) A Polysomnographic Technologist who does not become certified by the Board of Registered Polysomnographic Technologists (BRPT) as a Registered Polysomnographic Technologist (RPT) within three years of employment will not remain employed with the Hospital.

(g) **Radiology Technologists:** Employees must be certified as of their date of hire as Radiology Technologists by the American Registry of Radiologic Technologists.

(h) **Respiratory Therapists:** An employee who does not become a Certified Respiratory Therapy Technician (CRTT) or a Registered Respiratory Therapist (RRT) within one year of employment in this classification will not remain employed with the Hospital.

(i) **Surgical Technologists:** A Surgical Technologist who does not become certified as a Certified Surgical Technologist (CST) within one year of employment in this classification will not remain employed with the Hospital.

(2) **Verification:** For all employees where a certification, registration, or licensure is required by the Hospital (either at the time of hire or after), the following will apply:

(a) The employees will be responsible for providing verification of re-certification, registration, or licensure the Hospital prior to the expiration date of their certification, registration, or license.

(b) A loss of scheduled hours without pay will result if the employee fails to produce verification of re-certification, registration, or licensure by the expiration date.

(c) If the employee fails to produce verification of re-certification, registration, or licensure after 21 calendar days of its expiration date, then the employee’s employment with the Hospital will be terminated.
ARTICLE 2
UNION SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **New Hires:** name, hire date, address, phone number, personal email addresses (to the extent maintained for HR purposes), classification, rate of pay, social security number, and number of hours worked per pay period.

2. **Transferred Employees:** (this applies to employees transferring within the bargaining unit or transferring into or out of a bargaining unit position) name, social security number, date of job transfer, position the employee is transferring from and into, new hire information for those employees new to the bargaining unit.
3. Terminated Employees: (from the bargaining unit) name, termination date, classification, and social security number.

4. Employees on Leave of Absence: name, date leave begins, date of return, and social security number.

5. Changes: name changes, address changes, phone number changes, personal email addresses (to the extent maintained for HR purposes) changes, changes in hours per pay period, change in classification, rate of pay, any other changes affecting union membership or dues, and social security number.

6. Hourly Reports: monthly lists of all employees in the bargaining unit with actual hours worked by pay period, along with name, social security number, and period the hours cover.

7. Seniority List: one list of all employees in the bargaining unit by seniority with compensated hours and one list alphabetically to be sent two times per year – January and July.

(C) SEIU may be moving to a percentage dues system, which is based on each member’s gross pay under the Collective Bargaining Agreement. There will continue to be minimum and maximum monthly dues. In an effort to make the transition as smooth as possible, the Union is requesting the following data in addition to the member information provided above:

1. Each Pay Period: name, social security number, gross pay per pay period, and dues deduction amount.

2. Annually: name, social security number, hire date, classification, wage rate, gross annual wages, and total annual dues deducted.

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

ARTICLE 3
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the management of the Hospital, including but not limited to, the right to hire, lay off, promote, demote, transfer, discharge or discipline for just cause, require observance of reasonable Hospital rules and regulations, direct the working forces and to determine the materials, means and the type of service provided, shall be deemed the sole and exclusive functions of management.
ARTICLE 4
UNION STEWARDS

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

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

(B) Paid Steward Time: Union Stewards for this bargaining unit may use any paid steward time allocated by the Hospital to other SEIU-represented bargaining units at the Hospital.

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

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

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

(C) Steward Space: Allina will provide a space/office for Union Stewards at the Hospital including the following:

- A desk and chair
- A computer with Allina Knowledge Network and internet access and a printer
- A phone line with voicemail
A file cabinet

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

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

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

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

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

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

(G) **Union Negotiating Committee:** At the request of either party prior to commencement of the negotiations for a successor agreement, the parties will meet to jointly discuss the
process for bargaining and any compensation (including benefit/no-pay credit) to be paid to employee-participants.

ARTICLE 5
PROBATIONARY PERIOD

The first 90 calendar days of employment will be a probationary period, during which time an employee may be discharged by the Hospital at any time with or without cause. The Hospital may extend the probationary period for an additional 30 days and, in that event, will give the Union written notice of the extension.

ARTICLE 6
CORRECTIVE ACTION AND DISCHARGE

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

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

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

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

(E) The corrective action policy developed by the parties will apply to the bargaining unit.
ARTICLE 7
GRIEVANCE AND ARBITRATION PROCEDURE

(A) General Provisions.

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

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

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

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

(B) Grievance and Arbitration Procedure.

Pre-Grievance:

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

Step 1 – Written Grievance:

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

In no case shall there be any consideration given to a grievance unless such notice is put in writing and submitted within twenty (20) calendar days after the date of the occurrence giving rise to the grievance. A grievance relating to pay (wages, hours, vacations and days off, etc.) must be submitted in writing within thirty (30) calendar days after the payday for the period during which the grievance occurred. Failure to give such notice shall be a permanent waiver of the rights to pursue such grievance.
Within ten (10) calendar days from receipt of the grievance, representatives from the Employer and the Union and the grievant(s) will meet and attempt to resolve the grievance. Within seven (7) calendar days after the date of the meeting, the Employer will issue a decision on the grievance to the Union Steward and or Union Representative and the grievant attending the meeting. A copy will be provided by Human Resources to Allina Health Labor Relations.

Step 2 – Appeal Hearing:

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

(C) Arbitration and Mediation Procedure.

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

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

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

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

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

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

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

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

ARTICLE 8
CASUAL EMPLOYEES

(A) Work Commitment.

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

When a schedule is created, the scheduler/leader will notify the 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.

(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 allowed 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?

ARTICLE 9
LEAD EMPLOYEES

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

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

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

An employee will receive lead pay as provided in Section 20(B) if:

a. The employee is assigned or designated as lead by the supervisor or manager;

or

b. The employee performs lead responsibilities at the direction of the supervisor or manager for a majority of the employee's shift.
ARTICLE 10
Reserved for future use.

ARTICLE 11
UNIFORMS

(A) Uniforms.

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

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

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

(B) Reserved for future use.

(C) Shoes.

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

ARTICLE 12
WORKING CONDITIONS

(A) Dining and Locker Facilities: The Employer will provide either lockers or a locked place to put personal items and lunches during work hours. A dining area will also be available to employees.

(B) Accidental Equipment Breakage: Employees shall not be held liable for accidental breaking of equipment during the course of their duties. However, this shall not apply to an employee who breaks equipment due to carelessness or negligence.
ARTICLE 13
RELIEF PERIODS

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

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

ARTICLE 14
HOURS OF WORK AND OVERTIME

(A) **Pay Period and Overtime:** A standard pay period consists of fourteen (14) consecutive days. Pay periods are defined by Allina and occur every two weeks (the scheduled differs from site-to-site).

(1) For employees who are regularly scheduled for 8-hour shifts or less than 8 hour shifts:

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

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

(2) For employees who are regularly scheduled to work shifts greater than 8 hours or a combination of 8-hour and greater than 8-hour shifts:
<table>
<thead>
<tr>
<th>HOURS WORKED</th>
<th>RATE OF PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 12 hours per day</td>
<td>Regular rate of pay</td>
</tr>
<tr>
<td>Greater than scheduled shift but less than 12 hours</td>
<td>One and one-half (1 1/2) times the regular rate of pay</td>
</tr>
<tr>
<td>Over 40 hours in a week</td>
<td>One and one-half (1 1/2) times the regular rate of pay</td>
</tr>
<tr>
<td>Over 12 consecutive hours in a day</td>
<td>Two (2) times the regular rate of pay</td>
</tr>
</tbody>
</table>

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

The Hospital may establish scheduling plans that provide for work schedules of non-8 hour shifts, consistent with the following:

(a) Employees who, as of the effective date of this Agreement, are scheduled to work only 8-hour shifts, will not involuntarily have their schedules changed to include shifts other than 8-hours during the term of this Agreement. However, if such an employee voluntarily bids on a position that includes shifts other than 8-hours, then the preceding sentence shall not apply to that employee. Additionally, such employees may be assigned shifts greater than 8 hours pursuant to Section 14(G)(2).

(b) An employee with an Over 40 overtime rule as described above may trade or switch with an employee who has an only-8 hour shift position, but that employee must agree in writing to receive overtime only for hours worked in excess of 40 hours in a week. An employee may not change his or her overtime rules more than once each calendar quarter.

(c) Based on the operational needs of the department, holidays may be scheduled for shifts of 8-hours or more or less than 8-hours in length. If the holiday is scheduled for eight hour shifts, the employees who have a position with shifts in excess of 8 hours work schedule may work 8 hours and take PTO or benefit-no-pay to make up the difference.

(d) An employee may agree to work shifts in accordance with the Section 14(G) of this Agreement.

PTO hours and frozen sick leave hours shall be considered hours of work for overtime purposes. Supplemental PTO used on a holiday is not considered hours of work.
Voluntary exchange of hours by the employee that would result in overtime must be pre-approved by the Hospital.

(B) Scheduling.

(1) Workweek schedules for all employees will be posted by the Hospital at least 14 calendar days prior to the effective date of the schedule. Notice of changes to posted schedules will be given within a reasonable time and either in person or by telephone to the employee(s).

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

(2) The general pattern of scheduling will be such that employees have at least two (2) Sundays off each calendar month, together with a day consecutive therewith. The Hospital may schedule the Sundays off that the employee has either a Saturday-Sunday or Sunday-Monday combination. Where employees are not scheduled for consecutive days off in the alternate week, such employees shall have two weekends off (Saturday and Sunday) per calendar month.

(3) Reserved for future use.

(4) On-call off premises duty hours will not be deemed as scheduled hours.

(5) An employee will not be scheduled to work for more than seven consecutive days or for more than ten days in a two-week pay period except as mutually agreed upon between the employee and the Hospital.

(6) An employee working rotating shifts will not be scheduled to work the Friday evening shift preceding a weekend off unless agreed to by the employee; provided, however, that if an employee is normally scheduled to work weekends less frequently than every other weekend, the employee may be required to work a Friday evening shift before a scheduled weekend off once per calendar quarter.

(7) An employee will not be scheduled to work more than two different shifts (e.g., day, evening, or night) during any pay period except as mutually agreed upon between the employee and the Hospital. The schedule may include variable start times for the employee’s shift.

(8) Employees may not work more than 120 hours in a pay period.

(C) Overtime Scheduling: Employees shall not be required to take time off in lieu of overtime pay.
(D) **No Split Shifts:** There will be no split shifts unless mutually agreed upon between the employee and the Hospital.

(E) *Reserved for future use.*

(F) **Seniority Preference:** In the establishment of workweek schedules pursuant to a rebid or the creation of a new start time outside of a rebid (excluding start times that are rotated among employees), 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, as determined at the discretion of the Hospital. The employee will submit a written request to his/her manager. If more than one 20 year employee on the same unit submits a written request the opportunity will be offered according to seniority.

(G) **Extra Hours.**

(1) During a 7-day period prior to the posting of the work schedule, the Hospital shall post a sign-up sheet whereby employees may indicate availability for specific extra shifts within their classification.

(a) For extra shifts identified by the Hospital after the schedule is posted but more than 48 hours prior to the start of the shift, the shift will be posted by the Hospital for a period of 24 hours. The shift shall be granted on a seniority basis first to employees on a non-overtime basis (regularly scheduled employees first, then casual employees) who have signed the availability list for the shift. If the shift is not filled on a non-overtime basis and the Hospital determines that it still needs to be filled, the Hospital will grant the shift on a seniority basis to employees on an overtime basis (regularly scheduled first, then casual) who have signed up on the availability list.

(b) For extra shifts identified by the Hospital 48 hours or less prior to the start of the shift, the shift shall be granted on a seniority basis first to employees on a non-overtime basis (regularly scheduled employees first, then casual employees) who have signed the availability list for the shift. If the shift is not filled on a non-overtime basis from employees who signed the availability list, then the Hospital may ask for volunteers among employees who have not signed the availability list and would be at straight time to work the shift before awarding the shift on an overtime basis to employees who signed up on the availability list. If the shift is not filled on a non-overtime basis and the Hospital determines that it still needs to be filled, the Hospital will grant the shift on a seniority basis to employees on an overtime basis.
basis (regularly scheduled first, then casual) who have signed up on the availability list.

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

Extra hours shifts may be posted for lengths between 4 and 12 hours.

(2) If the shift is not filled via the process described in Subsection 14(G)(1) and if volunteers are not otherwise found to work the shift, the Hospital may assign the shift to the least senior employee in the department on duty on a rotating basis provided that such employee is not required to work more than two (2) consecutive shifts not to exceed sixteen (16) hours. The Hospital will give the employee assigned to work a mandated shift advance notice to the extent feasible.

(H) Flexible Scheduling.

(1) Alternative Weekend Program.

The Hospital may establish flexible scheduling plans providing work schedules of only two 12 hours shifts or three 8-hour shifts every weekend. An employee may agree to work additional shifts; but such agreement will not be a condition of being accepted for the available Alternative Weekend Program. Plans established under this program will be subject to the following conditions:

a. Alternative weekend schedules developed under this program will be 60 consecutive hours beginning Friday at 6:00 p.m. or 7:00 p.m., or any other 60 consecutive hours (from Friday p.m. to Monday a.m.) designated by the Hospital.

b. An employee electing this program will be scheduled to work two 12 hour or three 8-hour shifts on consecutive days during the 60 hour period on every weekend. The employee will receive 36 hours of pay at the employee’s regular rate of pay for these 24 hours of work. Employees working this Alternative Weekend Program will be on an Over 40 overtime rule and paid overtime as follows:

<table>
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</tbody>
</table>
For purposes of determining eligibility for overtime, an employee will be credited with 32 hours of work for each 24 hours worked under this Alternative Weekend Program.

c. An employee working two 12 hour or three 8-hour weekend shifts on the Alternative Weekend Program will be credited with 36 hours per weekend (72 hours per pay period) for accumulation of all contractually provided benefits, including pension and seniority. An employee will receive one hour of credit toward benefits for each additional hour the Employee agrees to work.

d. PTO hours will be accrued and deducted at the same rate as the hours paid. An employee will use PTO at the same rate that it is accrued (e.g., when taking PTO for a 12-hour shift, the employee will use 18 hours of PTO and when taking PTO for an 8-hour shift, the employee will use 12 hours of PTO).

e. An employee electing an Alternative Weekend Program will be scheduled to work on each holiday falling on a weekend. PTO pay will be based on the number of hours regularly scheduled under the Alternative Weekend Program. An employee using PTO hours in addition to working on a holiday will not be paid overtime for the PTO hours.

f. Weekend differentials, weekend bonuses, and shift differentials will not apply to the two 12 hour or three 8 hour shifts for which an employee is normally scheduled; but will apply to any additional weekend shifts an employee agrees to work.

g. Based on the operational needs of the department, holidays may be scheduled for eight or 12-hour shifts. If scheduled for eight hour shifts, the employees regularly scheduled to work 12 hour shifts will work 8 hours and may take PTO or benefit-no-pay to make up the difference. Holiday pay (to the extent it applies) shall be based on the number of hours actually worked on the holiday.

h. An employee may revoke his/her consent to an alternative weekend schedule pursuant to this program by giving at least a 30-day written notice. The employee will be entitled to return to an open available position for which the employee is qualified and which has an equal number of hours paid per pay period as the employee had under the Alternative Weekend Program. The Hospital will likewise give the employee at least a 30 day written notice in the event the Alternative Weekend Program is discontinued.

i. An employee participating in this Alternative Weekend Program may, with Hospital approval, trade hours with an employee who is not on an Alternative Weekend Program. Each employee involved in the trade will be paid at that
employee’s regular rate of pay, excluding the Alternative Weekend Program
premium and in accordance with that employee's standard for overtime eligibility.
An employee on an Alternative Weekend Program who trades hours with another
employee who is scheduled to work an eight hour or 12 hour shift during the 60-
hour period will continue to receive pay as provided for in this Subsection. An
employee who agrees to work a scheduled shift for an employee on an Alternative
Weekend Program will be paid at the rate of pay the employee would otherwise
receive for weekend work.

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

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

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

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

(J) *Reserved for future use.*

(K) *Reserved for future use.*

(L) **Doctor’s Appointments:** With management approval, the employee will be able to adjust
his/her schedule to accommodate a doctor’s appointment. Employees will try to schedule
their doctor appointments on their off time as much as possible.

(M) *Reserved for future use.*

(N) **Advance Notice – Four Hour Work Guarantee:** Employees required to report for work
will be guaranteed at least four (4) hours work/pay. Any work over four (4) hours shall be
paid for at the regular rate. The foregoing provision shall not apply to any employee who
desires to, or prefers to, work less than four (4) hours.
ARTICLE 15
SENIORITY

(A) Definition.

Seniority will be determined by the employees’ most recent date of hire into a bargaining unit position at the employee’s current Allina Health facility (as of July 17, 2012), regardless of any changes in classification within the bargaining unit. In the case of a transfer within that facility to a bargaining unit position, the most recent date in which an employee transferred into a bargaining unit position (non-contract to contract) will be used. In the event of identical hire dates, the higher of the last digit of the employees’ social security numbers will determine who is more senior. If the last digits are identical, then the last two digits will be used.

(B) Reserved for future use.

(C) Seniority Transferability.

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

(D) Multi-Unit Employees.

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

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

(F) Establishment of Seniority Lists: There shall be no break in seniority during the period of a leave of absence.

(G) On January 10, April 10, July 10, and October 10 of each year, seniority lists shall be revised, distributed to designated Union Stewards, and a copy furnished to the Union. Within fifteen (15) days after posting, employees may file, with the Hospital, written objections to such lists and a copy thereof shall be forwarded to the Union. Twenty (20) days after posting, such lists shall become permanent unless objection, in writing, is given to the Hospital by the Union. If an objection is timely submitted, the Hospital, Union, and employee shall meet to resolve the problem.
ARTICLE 16
REDUCTIONS OTHER THAN LAYOFF

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

(A) Reduction of Shifts.

(1) Voluntary low need days will be requested from employees on the affected unit and/or shift in accordance with staffing patterns established for that unit and/or shift by the Employer. Voluntary low need days shall be granted in seniority order of those employees signing the request sheet, provided, however, employees who worked on-premise call on the preceding shift will have first priority (e.g., employees working on-premise call on the night shift will have priority on the following day shift). 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.

No employee shall be required to take more than 68 hours per calendar year or 16 hours 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.

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.

The cancellation of extra shifts will not count toward mandatory low need hours. When a department has met the maximum number of mandatory low need hours, the Hospital and the Union will meet and confer regarding staffing needs.
ARTICLE 17
LAY OFF AND RECALL

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

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

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

The Hospital will give the employee, after any rebid or other reduction process, 28 days' written notice of an employee layoff. An employee who has received a notice of lay off will be deemed to be on lay off status for purposes of Section 18(A)(3)b.

(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.

ARTICLE 18
JOB VACANCIES

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

(1) Posting of Vacancies: All job vacancies within the bargaining unit shall be posted electronically by the Employer for seven (7) calendar days in a manner consistent established by the Employer. Postings shall include the following information:

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

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

(3) **Filling Vacancies (Two or More Applicants):** If two (2) or more qualified applicants submit a bid for a vacancy within the seven (7) day posting period, the position will be awarded by seniority in the following order of application:

a. Senior full-time or part-time employee in the department and job classification.
b. Senior employee on lay off status (and redeployed status as defined in the Strategic Alliance).
c. Senior full-time or part-time employee in department outside of the classification.
d. Senior full-time, part-time, or casual in job classification at the Hospital.
e. Senior full-time, part-time, or casual in bargaining unit at the Hospital.
f. Senior full-time, part-time, or casual employees currently in an SEIU bargaining unit within the Allina system.
g. Other applicants.

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

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

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

**ARTICLE 19**

**PAID TIME OFF (PTO)**

PTO provides employees with choice and flexibility to balance their lives between work and home by consolidating an employee’s vacation time, holiday and sick leave into a single account of paid leave.
Eligibility and Effective Date: Benefit Eligible Employees may participate in the Hospital’s PTO Plan and will accrue PTO according to the following schedule:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>PTO Accrued Per Hour Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 years or less</td>
<td>0.0925</td>
</tr>
<tr>
<td>5 through 9 years</td>
<td>0.1117</td>
</tr>
<tr>
<td>10 through 19 years</td>
<td>0.1309</td>
</tr>
<tr>
<td>20 or more years</td>
<td>0.1500</td>
</tr>
</tbody>
</table>

If an employee’s FTE changes such that the employee loses eligibility and later regains eligibility (without a break in employment with Allina Health), 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.

Use of PTO:

1. PTO shall be used in fifteen (15) minute increments and must be accurately reported.
2. PTO balances will be updated on MyAllina once per pay period after payroll is run.
3. An employee will not accrue PTO while on an unpaid non-FMLA leave of absence (e.g., personal leave) or an unpaid suspension.
4. 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.
5. If an employee is absent and does not have accrued PTO available, the time away from work will be unpaid.
6. Accrued PTO will carryover from year to year, up to the maximum accrual.

The maximum accrual will be 320 hours.

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

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

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

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

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

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

- Except as otherwise indicated, you must use PTO for the first full or partial day of absence due to one of the causes listed, unless you do not have PTO available, in which case you must take such time unpaid.
- If you become ill or suffer from a serious health condition on a previously scheduled day off or scheduled holiday off, you may use FSL after using PTO for the first full or partial day of absence upon submission of proper certification by a competent physician.
- If you become ill or suffer from a serious health condition, you must notify your department head of your illness at least one (1) hour (two (2) hours for the night shift and three (3) hours for the relief shift) prior to the beginning of your working day or as soon thereafter as possible and shall submit proof of sickness or serious health condition to the Employer if requested. If
proper notice of illness is not provided to the Employer, you will not be able to access FSL for the continuous absence.

- If you return to work after an illness or injury and you are absent again within fourteen (14) consecutive calendar days due to the same illness or injury, you may use your FSL balance immediately without using a full or partial day of PTO.
- If you are unable to work due to a disability as determined under terms of the Income Protection Program (as referenced in Section H), you must use your FSL, until exhausted, beyond the first day of the absence.
- Benefits under the Income Protection Program will automatically be supplemented with your available FSL up to 100% of pay at the time of your disability.

(E) Use of PTO – General.

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

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

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

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

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

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

(H) Holiday Scheduling.

(1) Recognized Holidays.

(2) **Generally.**

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

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

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

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

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

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

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

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

1) Work 72 hours and use PTO to equal 80 hours,

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

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

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

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

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

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

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

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

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

e. Available hours after holiday bidding occurs.

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

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

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

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

(5) **Christmas and New Year’s:** Christmas Day shall be deemed to extend over a thirty-two (32) hour period from 3:00 P.M. on December 24 through 11:00 P.M. on December 25. New Year’s Day shall be deemed to extend over a thirty-two (32) hour period from 3:00 P.M. on December 31 through 11:00 P.M. on January 1.
Employees shall receive time and one-half for all hours worked during this time. 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 Pre-Tax 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 Health.
- The Employee dies.
- The Employee no longer satisfies the eligibility requirements in Section (A) in this section.
- The Employee begins a non-FMLA leave of absence.

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

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

(L) **Cashing Out PTO During Employment:** With the exception of the PTO Cash Options during open enrollment, an employee’s unused PTO will not be paid at any time prior to termination of employment, unless one of the following criteria is met:

1. Re-classified as Casual: If an employee is reclassified under his/her work agreement as a casual employee (0.0 FTE), his/her PTO will be paid out automatically. If the employee is later reclassified as a full-time or part-time employee, he/she will not have the opportunity to reinstate his/her PTO by repaying the cashed-out amount.

2. Extreme Hardship: Accrued PTO may be paid out in the limited case of an extreme hardship. An extreme hardship is a financial hardship due to a serious, isolated and unexpected event that will have severe financial impact on the employee and cannot be met by any other source of income or savings (e.g., house fire, catastrophic illness, natural disaster), and does not include circumstances resulting from poor planning or foreseeable consequences of personal actions. Request for extreme hardship PTO payouts are subject to approval by the Director/Vice-President of Allina Labor Relations, or his/her designee.
PTO Donation: Employees may choose to donate PTO time under Allina's "PTO Donation Program" following the guidelines as may be amended from time to time by the employer, except that a full-time employee is required to have at least 40 hours PTO in their bank and a part-time employee is required to have at least 30 hours PTO in their bank, and there is no minimum FTE requirement for eligibility to donate.

ARTICLE 20
WAGES

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

The wage scales will be effective on the date of ratification of this Agreement.

(B) Lead Pay: A lead employee will be paid an additional $1.50 per hour for hours actually worked in that capacity. An employee designated by the Hospital to be a permanent lead will receive the $1.50 per hour differential for all compensated hours.

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

(D) Shift Differentials.

(1) Shift Differential Rate: If the majority of the hours are worked after 3:00 p.m. then the employee will be paid shift differential for the entire shift. In addition to the hourly rate of pay provided for in this Agreement, the employee will be paid a shift differential at the following rates:

a. Licensed Practical Nurses will be paid $1.50 per hour for each hour worked during the evening shift and the night shift.

b. Medical Laboratory Technicians and Radiologic/Imaging Technologists will be paid $1.50 per hour for each hour worked during the evening shift.

c. Polysomnographic Technicians, Polysomnographic Technologists, Polysomnographic Trainees, Respiratory Therapists and Surgical Technologists will be paid $1.50 per hour for each hour worked during the evening shift and the night shift.
(2) **Permanent Evening Shift Differential Rate:** An employee who works 80% or more of his/her scheduled shifts during the evening shift over a calendar quarter will be paid the permanent evening shift differential for all hours worked during the quarter. In addition to the hourly rate of pay provided for in this Agreement, an employee will be paid a permanent evening shift differential for all compensated hours at the following rates:

a. Licensed Practical Nurses will be paid $1.45 per hour.
b. Radiologic/Imaging Technologists will be paid $1.75 per hour.
c. Medical Laboratory Technicians will be paid $1.75 per hour.
d. Polysomnographic Technicians, Polysomnographic Technologists, Polysomnographic Trainees, Respiratory Therapists will be paid $2.25 per hour.
e. Surgical Technologists will be paid $2.75 per hour.

(3) **Permanent Night Shift Differential Rate:** An employee who works 80% or more of his/her scheduled shifts during the night shift over a calendar quarter will be paid the permanent night shift differential of $3.25 per hour for all hours worked during the quarter. In addition to the hourly rate of pay provided for in this Agreement, the employee will be paid a permanent night shift differential for all compensated hours.

(If a technologist was paid at a higher differential rate per hour as of April 21, 2010, then his/her rate will remain at the higher differential rate per hour for as long as the technologist remains continuously employed in the classification.)

(E) **Weekend Premium Pay.**

(1) **Weekend Differential:** An Employee working any hours between 11:00 p.m. Friday and 11:30 p.m. Sunday will be paid a weekend differential of $0.75 per hour for all hours worked in addition to the rates of pay as provided for in Appendix A.

(2) **Weekend Bonus:** Employees who work more weekend hours than regularly scheduled, except for "incidental time," will be paid a weekend bonus of $6.25 per hour for each hour worked. The provisions of this Subsection will apply to all hours worked between 3 p.m. Friday and 7 a.m. Monday. "Incidental time" will mean the overtime worked during a weekend by an employee to complete normal job duties, up to one hour. The weekend bonus will not be paid to the employee for a voluntary exchange of hours by the employee.

(F) *Reserved for future use.*
(G) Reserved for future use.

(H) Call Pay.

(1) Off Premise.

An employee who has been assigned on-call duty by the Hospital but who is not required to remain on the Hospital premises ("on-call off premises") will be paid as follows:

a. An hourly rate of $6.50 will be paid for on-call off premises duty hours.

b. On-call off premises compensation will not be paid for hours actually worked by the employee during the period of on-call off premises duty. On-call off premises hours will not be considered hours worked by the employee, and no overtime payments will be made for on-call off premises duty time.

(2) On Premise.

a. An employee who has been assigned on-call duty by the Hospital and who is required to remain on the Hospital premises ("on-call on premises") will be paid the state or federal minimum hourly wage rate, whichever is greater, for all on call on premises duty hours.

b. If on-call on premises duty hours occurs after the employee has completed eight hours of work in a day, then overtime for the on-call on premises duty will be based on 1 ½ times the on-call on premises hourly rate. On-call on premises hours which occur on days off will be treated as overtime hours to the extent that all of the hours worked during the applicable pay period (including the on-call on premises time) exceeds 80 hours in two weeks (for an employee who works at St. Francis) or 40 hours in one week (for an employee who works at Clinics), as the case may be. Payment of on-call on premises hours, as provided in the preceding sentence, will be based on 1½ times the on-call on premises hourly rate.

(3) Four Hour Minimum Duty: The minimum period of on-call duty will be four hours. The minimum duty hours may result from on-call hours only or from a combination of on-call hours and hours actually worked.

(4) Four Hour Minimum Pay: An employee called to work while "on-call" (on-call off premises, on-call on premises, or low need on-call) will be guaranteed a minimum of four hours pay. The time for computing the four-hour minimum payable to an employee who is called in to work will begin at the time the employee electronically signs in to record their time at the Hospital. In addition, an employee who reports to work before their shift begins will be guaranteed four
hours and his/her regularly scheduled shift hours only if the employee reports more than 60 minutes prior to the start of the regularly scheduled shift. An employee who is called to work while on-call, who returns to on-call duty and who is re-called to work within the four hour minimum period will not be entitled to a second guaranteed four hour minimum payment.

(5) **Compensation for Hours Worked:** Hours actually worked during a period of on-call duty will be paid at straight time or overtime rates of pay, whichever is applicable.

(6) **Differential:** An employee called into work while on call will be entitled to be paid the applicable week-end and/or shift differential rate for a minimum of four hours or the hours actually worked, whichever is greater.

(7) **Holiday On-Call Pay:** An employee who is assigned off premises call duty on a Holiday will receive two times the on-call rate of pay for all hours on on-call duty on the Holiday. An employee working on-premise on-call on a holiday will receive either two times the on-premise on-call rate or pay and premium not to exceed two times the on-premise on call rate.

(8) **On-Call Guidelines:** The Hospital will establish on-call guidelines for each job category, which will be reviewed by the parties.

(I) *Reserved for future use.*

(J) *Reserved for future use.*

(K) *Reserved for future use.*

(L) *Reserved for future use.*

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

(N) **Error in Pay:** When an error in pay occurs at no fault of the employee amounting to fifty dollars ($50.00) or more in gross pay the error shall be corrected within two (2) working days (Monday-Friday) from the time the employee requests a correction.
ARTICLE 21
HEALTH AND WELFARE BENEFITS

(A) Medical Insurance.

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

(B) Income Protection (Short Term Disability).

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

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

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

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

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

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

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

Other terms of the IP Program apply. Further information is available by reviewing Allina’s Income Protection Program.
(C) **Long Term Disability.**

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

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

(D) **Life Insurance.**

For Benefit Eligible Employees, the Hospital shall provide and pay the cost of a group life insurance plan providing coverage in an amount equal to one times the employee’s annual base salary. Employees must have completed at least sixty (60) days of employment. Employees shall have the option of purchasing, at the rate set by Allina Health, additional insurance for themselves, or children or spouses.

(E) **Dental Insurance.**

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

(F) **Reserved for future use.**

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

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

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

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

**ARTICLE 22**

**PENSIONS AND RETIREMENT BENEFITS**

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

**ARTICLE 23**

**DISABILITY AND LEAVES OF ABSENCE**

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

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

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

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

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

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

(2) **Critical Illness or Death in the Immediate Family:** A leave of absence without pay will be granted to an Employee for critical illness or death in the immediate family (parents, brothers, sisters, sons, daughters, spouse, grandparents, grandchildren, and parents-in-law) for a period of up to 90 calendar days. PTO and length of service increments will continue to accrue on all compensated hours
during this leave. The Hospital will not permanently fill the Employee's position
during the leave of absence.

(3) Parental Leave.

(a) Maternity: A leave of absence may be granted to an employee for
maternity for a period of up to one calendar year as mutually agreed upon
between the employee and the Hospital as follows:

i. If the leave of absence is for 13 weeks or less, the employee will be
returned to her previous position and classification without the loss
of seniority.

ii. If the leave of absence is for more than 13 weeks, the employee will
be returned to her previous position if it is open and, if not, to her
previous classification.

PTO and length of service increments will continue to accrue on all
compensated hours during the first 13 weeks of this leave.

(b) Paternity and Adoption: A leave of absence without pay may be granted
to an employee for paternity or adoption for a period of up to 90 days as
mutually agreed upon between the employee and the Hospital. PTO and
length of service increments will continue to accrue on all compensated
hours during this leave. Upon returning from leave, the employee will be
returned to her/his previous classification. The Hospital will reimburse the
employee up to $1,000 toward expenses incurred during the adoption.

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

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

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

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

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

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

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

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

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

(F) **School Conference and Activities Leave:** Minnesota law allows an employee to take unpaid leave totaling up to 16 hours during any 12-month period to attend school conferences or school-related activities related to the employee’s child, provided the conferences or school-related activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the employer.
(G) **Other Leaves of Absence:** Requests for unpaid leaves of absence of one day or longer for reasons other than illness, disability, pregnancy, or jury duty may be granted with supervisory approval.

(H) **Replacement of On-Leave Employees:** With respect to all leaves of absence, the Hospital may hire an employee to replace the individual on leave of absence on a temporary basis. The employee so hired shall be terminated upon return of the regular employee from the leave of absence.

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

**ARTICLE 24**

**EDUCATION DEVELOPMENT**

(A) **Tuition Reimbursement:** Benefit Eligible Employees will be eligible for assistance for tuition, required fees, and books up to $1000 per year for educational coursework at an accredited institution for undergraduate work and $1500 for graduate work under the following circumstances:

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

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

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

(B) **Seminars, Workshops, and Memberships:** A Benefit Eligible Employee may use up to $500 per year of the $1000/$1500 maximum amount for educational seminars, workshops, American Society of Radiologic Technologists membership, and/or self-study educational courses that have been approved by the Hospital. Money used for workshops or seminars does not have to be repaid in accordance with Subsection (A)(3). In addition, Benefit Eligible Employees will be paid one day’s pay per calendar year at his/her current rate while attending any workshop, seminar, or course work.
(C) **Employer Required Education:** Any education required by the Hospital subsequent to employment shall be provided during hours compensated pursuant to the Agreement and with the expense thereof paid by the Hospital.

**ARTICLE 25
HEALTH AND SAFETY**

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

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

(C) **Right to Participate.**

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

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

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

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

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

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

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

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

(J) **Duty to Accommodate.**

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

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

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

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

A reasonable belief of imminent danger of death or serious physical harm includes but is not limited to a reasonable belief of the employee that the employee has been assigned to work in an unsafe
or unhealthful manner with a hazardous substance, harmful physical agent or infectious agent.

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

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

ARTICLE 26
RADIOLOGY CROSS TRAINING

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

ARTICLE 27
Reserved for future use.

ARTICLE 28
NO STRIKE / NO LOCKOUT

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

ARTICLE 29
SEIU (COPE) LANGUAGE

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

ARTICLE 30
Reserved for Future Use

ARTICLE 31
DURATION

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

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

ST. FRANCIS REGIONAL MEDICAL CENTER

Cindy Vincent
Matt Dickerson
Jen Kroska
Kathy Rentfrow
Ann Glaves
Timothy B. Kohls

SEIU HEALTHCARE MINNESOTA

Jamie Gulley, President
Liz Asmus, Executive Vice President
Kevin Rabbers
Mary Massmann
Tom Kiefer
Carole Bastin
Sally Leavell
Tara Palmquist
Val Nichols

Kia Pille

Sarah Mullins
### APPENDIX A: WAGE SCALES

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|------------------------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| July 1, 2017           | $33.04| $34.18 | $35.43 | $36.00 | $37.61 | $38.26 | $39.37 | $39.88 | $40.43 | $41.02 | $41.63 | $42.14 | $42.68 | $44.24 | $45.55 | $47.86 | $47.35 |
| July 1, 2018           | $33.70| $34.86 | $36.14 | $36.72 | $38.36 | $39.03 | $40.16 | $40.68 | $41.24 | $41.84 | $42.46 | $42.83 | $44.43 | $46.42 |
| July 1, 2019           | $34.37| $35.56 | $36.87 | $37.45 | $39.13 | $39.81 | $40.96 | $41.49 | $42.07 | $42.68 | $43.31 | $43.69 | $45.31 | $47.35 |

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| July 1, 2017           | $33.04| $34.18 | $35.43 | $36.00 | $37.61 | $38.26 | $39.37 | $39.88 | $40.43 | $41.02 | $41.63 | $42.14 | $42.68 | $44.24 | $45.55 | $47.86 |
| July 1, 2018           | $33.70| $34.86 | $36.14 | $36.72 | $38.36 | $39.03 | $40.16 | $40.68 | $41.24 | $41.84 | $42.46 | $42.83 | $44.43 | $46.42 |
| July 1, 2019           | $34.37| $35.56 | $36.87 | $37.45 | $39.13 | $39.81 | $40.96 | $41.49 | $42.07 | $42.68 | $43.31 | $43.69 | $45.31 | $47.35 |

<p>| LPN                  | Start | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 | Year 16 | Year 17 | Year 18 | Year 19 | Year 20 |
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Surgical Technologist

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Multi-Specialty Imaging Technologists: A Multi-Specialty Imaging Technologist is regularly scheduled to work in two of the following three modalities: a) Computed Tomography (CT), b) Magnetic Resonance Imaging (MRI), and c) Mammography.

Polysomnographers: Polysomnographic Technologists are certified by the Board of Registered Polysomnographic Technologists (BRPT) as a Registered Polysomnographic Technologist (RPT).

Special Imaging Technologists: A Special Imaging Technologist is regularly scheduled to work in Computed Tomography (CT), Magnetic Resonance Imaging (MRI), or Mammography.

Cardiac Sonographers: A Cardiac I Sonographer is registered in adult cardiac sonography or pediatric cardiac sonography and has seven years or less of experience in cardiac sonography. A Cardiac II Sonographer is: a) registered in adult cardiac sonography or pediatric cardiac Sonography and has eight or more years of experience in cardiac sonography or b) registered in both adult cardiac sonography and pediatric cardiac sonography.
APPENDIX B: ST. FRANCIS REGIONAL MEDICAL CENTER
CURRENT PTO SCHEDULING PROCEDURES

PTO Scheduling

Radiology – PTO requests need to be submitted no later than the 8th of the month prior (which is the day the drafted schedule is due to be posted). All requests will be honored first come first serve basis, by seniority. Only one person off per shift, per modality except in Ultrasound where it is two people per day (must be on different shifts).

PTO requests for holidays in radiology must be submitted during a window period: Jan. 1 – 15 for holidays through July 4 and May 1 – 15 for holidays through the following New Year. Requests evaluated according to seniority with special consideration given to individuals that have not had a previous or recent holiday vacation time off allowing staff to rotate through holiday vacations. If an employee had previous dates off around a holiday, then the employee will not be approved for time off around that same holiday again until the employee’s turn comes in rotation unless no one else requests the time off.

Respiratory –

RT VACATION REQUESTS FOR MAY 1- LABOR DAY
1. Submit vacation request between January 1st thru the 15th in Kronos by selecting **Time off Full Days** in Kronos (do not change pay code). **No paper requests accepted.**
2. No more than 2 vacation requests per employee allowed during the January 1st thru the 15th request period to give all employees a vacation opportunity.
3. The employee must have enough vacation available to cover the time period requested off.
4. Vacation requests submitted by Jan 15th will be approved/refused in Kronos by January 30th. Requests will be approved by seniority.
5. Vacation requests submitted after Jan 15th, will be approved according to our regular schedule requests/posting dates, and seniority.
6. A vacation calendar with approved vacations will be accessible to provide employees an opportunity to see what is available.
7. Only 1 RT may be on vacation at a time.

RT VACATION REQUESTS FOR LABOR DAY-APRIL 30TH
1. Submit vacation request between June 1st thru the 15th in Kronos by selecting **Time off Full Days** in Kronos (do not change pay code). **No paper requests accepted.**
2. No more than 2 vacation requests per employee allowed during the June 1st thru the 15th request period to give all employees a vacation opportunity.
3. The employee must have enough vacation available to cover the time period requested off.
4. Vacation requests submitted by June 15th will be approved/refused in Kronos by June 30th. Requests will be approved by seniority.
5. Vacation requests submitted after June 15th, will be approved according to our regular
schedule requests/posting dates, and seniority.
6. A vacation calendar with approved vacations will be accessible to provide employees an
opportunity to see what is available.
7. Only 1 RT may be on vacation at a time.

Surgical Services – Two request periods annually. PTO request approved is done by the
manager or a designee. Use following process.

Bid Jan. 1 – Mar. 1 with approval/denial by April 1 for PTO between May 1 and October 31

- Submit vacation request during January or February.
- PTO request submitted in January or February will be approved/denied and returned to
  employee by April 1.
- Requests approved by April 1 are based on seniority and unit guidelines (only 1
  employee per job classification; under management discretion they may allow more than
  1 employee off if schedule permits).
- After March 1 any requests for this time period will be approved/denied on a first come,
  first serve basis.
- Employees weekend work/call shifts are to be arranged by that employee by either
  trading or giving shift/call away with co-workers.

Bid July. 1 – Sept. 1 with approval/denial by October 1 for PTO between Nov. 1 and April 30

- Submit vacation request during July or August.
- PTO request submitted in July or August will be approved/denied and returned to
  employee by April 1.
- Requests approved by Sept. 1 are based on seniority and unit guidelines (only 1 employee
  per job classification; under management discretion they may allow more than 1
  employee off if schedule permits).
- After Sept. 1 any requests for this time period will be approved/denied on a first come,
  first serve basis.
- Employees weekend work/call shifts are to be arranged by that employee by either
  trading or giving shift/call away with co-workers.

Lab – Two request periods annually. Use following process:

Summer Vacation Requests (May 1 through Sept. 3)
1. Seniority Period is between January 1 and January 15.
2. Requests received during this two week period will be granted as follows:
   One request per person will be granted through the seniority list. Once the
   seniority list for those that have submitted been gone through, then the second
   request will be granted for the same person, and so on.
3. The employee must have enough vacation available at the time of request to cover the period requested off. If current vacation has been allotted for other requests, vacation will be denied until adequate vacation time has been accumulated to cover the request. Anticipated vacation time cannot be used to cover a request.

4. Weekend requests are arranged by the employee through shift trades with co-workers, if the employee is unable to find a co-worker to switch with, the supervisor or manager can assist.

5. Vacation requests submitted by January 15 will be approved/refused and returned to the employee within two weeks.

6. After January 15 any request which come in for the period of May 1 through Sept 3 are approved on a first come first serve basis and must meet the requirements of #3.

7. If more than two staff is off on one particular date, it is up to the discretion of the supervisor/manager as to whether vacation may be granted.

**Winter Vacation Requests (Sept 4 through April 20th)**

1. Seniority Period is between June 1 and June 15.

2. Requests received during this two week period will be granted as follows:
   a. One request per person will be granted through the seniority list. Once the seniority list for those that have submitted been gone through, then the second request will be granted for the same person, and so on.

3. The employee must have enough vacation available at the time of request to cover the period requested off. If current vacation has been allotted for other requests, vacation will be denied until adequate vacation time has been accumulated to cover the request. Anticipated vacation time cannot be used to cover a request.

4. Weekend requests are arranged by the employee through shift trades with co-workers, if the employee is unable to find a co-worker to switch with, the supervisor or manager can assist.

5. Vacation requests submitted by June 15 will be approved/refused and returned to the employee within two weeks.

6. After June 15th any request which come in for the period of September 4 thru April 20 are approved on a first come first serve basis and must meet the requirements of #3.

7. If more than two staff is off on one particular date, it is up to the discretion of the supervisor/manager as to whether vacation may be granted.
APPENDIX C: CURRENT HOLIDAY SCHEDULING PRACTICES

Holidays

Diagnostics –

US: They take call, but sign up by seniority for their holidays

CT: Sign up by seniority for holidays/rotate

Xray: Assigned holidays/rotated annually

NM/Echo: rotate assigned holidays

MRI: sign up by seniority for holidays/rotate

Respiratory – Employees are assigned 1 of 3 “teams” and rotate the holidays based on the team assignment working every 3rd holiday including Easter.

Surgery – Holiday scheduling will be conducted in two rounds. Round 1: Techs will choose one holiday to work during the annual period from Labor Day to the day before Labor Day in seniority order (Labor Day will be the first holiday of the annual period). Round 2: Techs will choose one holiday to work during the annual period in seniority order.

Any remaining holiday shifts will be assigned by the Medical Center to the least senior techs.

Techs cannot choose to work the same holiday two years in a row. No Tech will be required to work more than two of the three “big” holidays (Thanksgiving, Christmas, and New Year’s Day).

Lab – All staff is divided up into two teams. Each team rotates between the holidays. The next year, the team switches to the other group of holidays so that no employee is scheduled for the same holiday two years in a row.

<table>
<thead>
<tr>
<th>Team 1</th>
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<tbody>
<tr>
<td>Memorial Day</td>
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<td>Christmas Day</td>
<td>New Year’s Day</td>
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</table>
LETTER OF UNDERSTANDING

between

ST. FRANCIS REGIONAL MEDICAL CENTER

and

SEIU HEALTHCARE MINNESOTA

Subject: Union Steward Issues

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

A. Section 4(A) of the collective bargaining will not increase the total number of Union Stewards attending new employee orientation. The combined number of Union Stewards from all SEIU-represented bargaining units in the Allina Health system attending new employee orientation will not exceed two (in accordance with current practice between Allina Health and SEIU).

B. Section 4(B) will not increase the total amount of paid steward time the Hospital provides to all SEIU-represented bargaining units. This bargaining unit’s FTEs will not be counted for purposes of determining the amount of paid steward time allocated under the St. Francis/SEIU service contract. However, stewards in the Technical Employee bargaining unit may use the paid steward time provided to other SEIU-represented bargaining units at the Hospital.

C. Section 4(C) will not increase the number of offices/spaces the Hospital provides to all SEIU-represented bargaining units. One space will be provided regardless of the number of SEIU-represented bargaining units (in accordance with current practice between Allina Health and SEIU).

D. The term "reasonable effort" in Sections 4(D) and 4(E) will be applied consistently with the term "every effort" in corresponding sections of other bargaining agreements between Allina Health and SEIU. There is no guarantee that an employee will be released for the union-sponsored training or steward meetings. The patient care and operational needs of the Hospital take priority. Additionally, the term "every" in other bargaining agreements between Allina Health and SEIU has never been applied to literally mean "every"
(examples include, but are not limited to, hiring additional employees to cover shifts, going short-staffed, mandating an employee not scheduled to work, or using agency personnel).

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

F. Section 4(F)(2) will not increase the number of bulletin boards or the amount of bulletin board space provided by the Hospital under the now defunct bargaining agreement with the predecessor union.

AGREED TO:

ST. FRANCIS REGIONAL MEDICAL CENTER

By

Dated 2/7/18

ALLINA LABOR RELATIONS

By

Dated 02-13-2018

SEIU HEALTHCARE MINNESOTA

By

Its EVP

Dated 1/29/18

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

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

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

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

ST. FRANCIS REGIONAL MEDICAL CENTER

By

Its

Dated

SEIU HEALTHCARE MINNESOTA

By

Its

Dated

ALLINA LABOR RELATIONS

By

Its

Dated
LETTER OF UNDERSTANDING

between

ST. FRANCIS REGIONAL MEDICAL CENTER

and

SEIU HEALTHCARE MINNESOTA

Subject: Diagnostic Sonographers at AMC-Shakopee

SEIU Healthcare Minnesota represents a bargaining unit of technical employees at St. Francis Regional Medical Center that includes diagnostic sonographers. The parties recognize that the Hospital has an agreement to provide the service of diagnostic sonographers to AMC-Shakopee and that SEIU-represented diagnostic sonographers may be assigned to provide that service. In that event, the parties understand and agree as follows:

1. Any Diagnostic Sonographer assigned to work at AMC-Shakopee will continue to be employed by the Hospital and be covered by the collective bargaining agreement between the Hospital and SEIU.

2. A diagnostic sonographer assigned to work at AMC-Shakopee may experience periods of down-time and will be expected to assist in other non-diagnostic tasks including, but not limited to supply ordering/distribution, site safety support, faxing, scanning, hazardous waste processes, and prescription fax preloading during such periods.

3. SEIU will not make any claims that the AMC-Shakopee non-bargaining unit employees should be covered by the collective-bargaining agreement between the Hospital and SEIU and will not file any grievances or other claims related to those non-bargaining unit employees.

4. SEIU further understands that if the service agreement between the Hospital and AMC-Shakopee ends, it will not make any claim that any diagnostic sonographer services performed at AMC-Shakopee are covered by the collective bargaining agreement between the Hospital and SEIU.

5. SEIU acknowledges that Allina has no obligation to use Hospital employees at AMC-Shakopee.
AGREED TO:

ST. FRANCIS REGIONAL MEDICAL CENTER
By [Signature]
Its [Name]
Dated 2/4/18

SEIU HEALTHCARE MINNESOTA
By [Signature]
Its [Name]
Dated 1/24/18

ALLINA LABOR RELATIONS
By [Signature]
Its [Name]
Dated 02-13-2018
LETTER OF UNDERSTANDING

between

ST. FRANCIS REGIONAL MEDICAL CENTER

and

SEIU HEALTHCARE MINNESOTA

Subject: Surgery Department On-Premise On-Call

Notwithstanding the provisions of Section 20(H)(2), surgical technologists will continue to be paid $12.00 per hour for all on-call on premise hours. However, if the next collective bargaining agreement negotiated between the Minnesota Nurses Association and St. Francis Regional Medical Center pays the nurses an hourly rate for on-call on premise hours that is less than $12.00 per hour, then the surgical technologists' hourly rate will be reduced to the same hourly rate for on-call on premises paid to the nurses employed by St. Francis Regional Medical Center.

AGREED TO:

ST. FRANCIS REGIONAL MEDICAL CENTER

By

Its

Dated

SEIU HEALTHCARE MINNESOTA

By

Its

Dated

ALLINA LABOR RELATIONS

By

Its

Dated
LETTER OF UNDERSTANDING

between

ST. FRANCIS REGIONAL MEDICAL CENTER

and

SEIU HEALTHCARE MINNESOTA

Subject: 25-Year Employees and Holidays

Employees with 25 calendar years of service in the bargaining unit at St. Francis and an FTE of 0.6 or greater will be exempt from working on holidays or taking call on holidays. However, this exemption is contingent on the abilities of the individual departments to accommodate the exemption with the staffing model. If the Hospital determines that an individual department can no longer accommodate the exemption, the Hospital will give notice to the union. In that event, at the request of either party, the parties will schedule a meeting for the purpose to meet and confer about the continuation of the exemption.

The parties will meet to develop criteria to implement a weekend scheduling change for employees who have 25 calendar years of service.

AGREED TO:

ST. FRANCIS REGIONAL MEDICAL CENTER

By ____________________________

Its ____________________________

Dated ____________

SEIU HEALTHCARE MINNESOTA

By ____________________________

Its ____________________________

Dated ____________
ALLINA LABOR RELATIONS

By

Its VP, Labor Relations

Dated 02-13-2018
LETTER OF UNDERSTANDING

between

ST. FRANCIS REGIONAL MEDICAL CENTER

and

SEIU HEALTHCARE MINNESOTA

SUBJECT: Implementation of Corrective Action Policy

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

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

1. The Corrective Action Policy will become effective on the date of ratification of the first bargaining agreement between the parties.

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

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

   b. If an employee has received a verbal warning for any offense within the six-month period prior to date of ratification, the employee will be placed at the Level 2 – Verbal Counsel step of the corrective action procedure. The Level 2 – Verbal Counsel will remain active for six months after the verbal warning was issued. Any corrective action issued after the date of ratification will be in accordance with the Corrective Action Policy.
c. If an employee has received a written warning for any offense within the nine-month period prior to date of ratification the employee will be placed at the Level 3 – Written Counsel step of the corrective action procedure. The Level 3 – Written Counsel will remain active for nine months after written warning was issued. Any corrective action issued after the date of ratification will be in accordance with the Corrective Action Policy.

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

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

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

AGREED TO:

ST. FRANCIS REGIONAL MEDICAL CENTER

By ____________________________

Its ____________________________

Dated 2/7/16

SEIU HEALTHCARE MINNESOTA

By ____________________________

Its ____________________________

Dated 1/29/18

ALLINA LABOR RELATIONS

By ____________________________

Its VP, Labor Relations

Dated 02-13-2018
LETTER OF UNDERSTANDING

between

St. Francis Regional Medical Center and
Service Employees International Union Local 113

Subject: RVT Requirement for Diagnostic Sonographers

St. Francis Regional Medical Center (SFRMC) and SEIU Healthcare Minnesota (Union) recognize that a new Medicare requirement that vascular ultrasounds are performed by Registered Vascular Technologists (RVT) make it necessary for all Diagnostic Sonographers to become RVTs. SFRMC also recognizes that this is a new requirement for current employees and does not intend the requirement to have a financial impact on currently employed Diagnostic Sonographers who are not RVTs. The Union and SFRMC recognize that the new Medicare requirement presents a unique circumstance and the agreement is not in any way precedent setting.

Preparation
In order to become a RVT, Diagnostic Sonographers must successfully pass the American Registry for Diagnostic Sonographers (ARDMS) Physics (Sonography Principles and Instrumentation [SPI]) and Vascular Technology Specialty exams. The exams can be any order any order.

To facilitate the successful testing of Diagnostic Sonographers, SFRMC will approve Diagnostic Sonographers to attend a preparatory course per the Allina Travel and Other Expense Reimbursement policy if the employee choose to attend an approved course. Course attendance is voluntary. Employees will need to make arrangement with his or her manager to arrange time off, if needed. Employees will not be required to use PTO to attend this class.

Timeline for Testing and Associated Costs
If the Diagnostic Sonographer would like a test to be pre-paid by SFRMC, they are expected to work with their manager when registering for the test. SFRMC will not, however, cover any additional expenses related to testing unless caused by SFRMC (e.g., changed test date or missed exam).

One exam of the two required exams must be completed by March 15, 2016 and the second exam must be completed by April 15, 2016. However, if a Diagnostic Sonographer has completed one exam by the date of the LOU, the second exam must be completed by March 15, 2016.
In the event that a Diagnostic Sonographer does not successfully complete either exam on the first attempt, SFRMC will cover the cost of one retest/retake for each of the two exams. If a retake is needed, the retake for the exam must be successfully completed by May 20, 2016 and by June 20, 2016 for the second test. All testing must be successfully complete by June 20, 2016 in order to remain in the Diagnostic Sonographer position at SFRMC.

New Hires
Beginning January 1, 2016, a RVT will be a required qualification for any new Diagnostic Sonographers positions at SFRMC.

AGREED TO:

ST. FRANCIS REGIONAL MEDICAL CENTER
By [Signature]
Its [Title]
Dated 2/17/18

SEIU HEALTHCARE MINNESOTA
By [Signature]
Its [Title]
Dated 1/29/18

ALLINA LABOR RELATIONS
By [Signature]
Its [Title]
Dated 2/13/18