AGREEMENT

between

CLINICAL ENGINEERING SERVICES OF
ALLINA HEALTH

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 70

May 1, 2018 through April 30, 2021
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This Agreement is made and entered into between Allina Health ("Allina")
d/b/a Clinical Engineering Services ("CES"), hereinafter termed the Employer,
and Local No. 70 of the International Union of Operating Engineers,
hereinafter termed the Union.

ARTICLE 1 – RECOGNITION

Section 1. Recognition. The Union shall be the sole collective bargaining
agent for all employees classified herein who are employed by Employer on
the CES payroll of Employer, but this Agreement shall exclude assistant bio-
medicai electronic technicians (student interns), supervisory employees,
clerical employees, professional engineers and degreed engineers who are
working primarily in that capacity, and managerial employees (including
equipment managers) of Employer.

Section 2. Jurisdiction. During the life of this Agreement, Employer shall
employ or continue in its employment on its CES payroll only such employees
as come within the classifications covered by this Agreement on all work in
connection with the maintenance, repair, and installation of medical and non-
medical electronic equipment, electronic systems, and information systems.

Section 3. Exclusive Right. The Employer shall not enter into any agreement
with the employees coming under the jurisdiction of this Agreement, either
individually or collectively, which in any way conflicts with the provisions and
terms of this Agreement or bypasses the Union’s duty to represent employees
covered by this Agreement.

Section 4. Stewards. The Employer will recognize shop stewards for the
handling of Union business (who shall be designated in writing by the Union)
at each work location of the Employer. The steward(s) and/or their
alternate(s) will not suffer loss of wages when participating in contract
negotiations or contract administration meetings.

Section 5. Paid Meetings. It is recognized that for the past several years the
Local 70 leadership at CES has, on a few occasions, met during paid work time
to discuss issues pertaining to the business. This has been done responsibly
and CES management has an interest in permitting such meetings to continue.
It is Management’s expectations that meetings will not interfere with the
efficient running of the business. The union will provide a seven (7) day notice to Management prior to the meeting. Any scheduling conflicts will be worked out between the parties.

**Section 6. Union Representatives.** The authorized representatives of the Union are hereby granted reasonable access to the Employer's premises for the purpose of transacting Union business so long as such visits do not interfere with the operations of the Employer.

**Section 7. Business Representatives.** The Business Representative or designee, has the authority to be at all meetings held involving the Technicians covered by Local 70.

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**ARTICLE 2 – UNION SECURITY**

**Section 1. Union Security.** All persons now employed or hereinafter employed by Employer coming under the jurisdiction of this Agreement shall, thirty-one (31) days from the date of employment or upon ratification of the first contract, whichever is later for the individual employee, become and remain members in good standing of the Union or alternately shall pay the portion of the initiation fee, dues and assessments that are uniformly applied to all members covered by this Agreement that relate to the Union's representation function.

**Section 2. Non-Payment of Dues.** Upon written notice by the Union to the Employer that an employee is not in compliance with Section 1 of this Article, the Employer shall suspend such employee from the job within five (5) working days of Employer's receipt of such notice. Failure by such employee to comply with Section 1 of this Article within fourteen (14) days of the date of the suspension will result in termination. The Union shall indemnify and defend the Employer and its agents from any claims of an employee so terminated, provided, the Employer and/or its agents may retain defense counsel at their own cost in the event of a conflict.

**Section 3. Dues Deduction.** The Employer agrees to deduct monthly dues, initiation fees, and assessments from the wages of employees covered by this Agreement. Such deductions shall be made only for employees who
voluntarily provide the Employer with a signed, written authorization directing that such deductions be made. Deductions shall be made each month and promptly remitted to the Union together with a list of the names of the employees and the deductions made. The Union agrees to refund promptly any dues found to have been improperly deducted and remitted to the Union. The Union shall indemnify and defend the Employer and its agents from any claims on account of compliance with this Section, provided, the Employer and/or its agents may retain defense counsel at their own cost in the event of a conflict.

Section 4. New Employee Notice to Union. Within a week after an employee covered by this Agreement has begun work, the Employer shall promptly transmit to the Union office and the applicable steward written notification thereof, stating the employee's name, address, classification and level, and date of employment.

ARTICLE 3 – MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the management and the direction of the working forces shall be vested solely and exclusively in management. The Union recognizes that the Employer is not required to meet and negotiate on matters of inherent management rights. This Article is not intended to limit Employer's obligation to bargain with the Union over mandatory subjects of bargaining. This provision shall include, but is not limited to, the right to determine the quality and quantity of work performed, to determine the number of employees to be employed, to determine where work locations are, to determine the number of employees at each work location, to lay off employees, to assign and delegate work, to maintain and improve efficiency, to require observance of Employer rules, regulations, and other policies, to determine the methods and equipment to be utilized and the type of service to be provided, and to change, modify, or discontinue existing methods of service and equipment to be used or provided. The foregoing illustrations of the Employer's inherent management rights will not be deemed to exclude other inherent management rights and functions not expressly stated herein.
ARTICLE 4 – SUCCESSORSHIP

The Employer agrees that if, at some time after the effective date of this Agreement, it is determined to have independent bio-medical departments at any Allina Facility, then-current employees who work primarily at an Allina Facility will retain their then-current positions at those facilities and the then-current labor agreement with all terms and conditions of employment will remain in place at those facilities unless changes are mutually agreed to by the Union and Employer. This Article supersedes any provision concerning seniority rights in this Agreement which conflicts with this Article.

Employer and the Union agree that the then-current labor agreement shall bind and be enforceable not only with respect to the Employer but also with respect to the Employer's successors, purchasers, transferees, and assigns. Employer further agrees to give notice of this Article to any prospective purchaser, transferee, or assign and simultaneously give notice thereof to the Union not less than twenty (20) days before any documents relating to the sale or transfer are executed by the Employer.

Any violation of this Article may, at the option of the Union, be resolved through the Agreement’s Grievance/Arbitration provisions or through legal action in state or federal court. Should the Union determine that court action is appropriate, it is agreed that any violation of this Article would result in irreparable harm to the Union and the Union may enforce this Article through injunctive relief without the posting of bond.

ARTICLE 5 – JOB OPENINGS AND POSTINGS

Section 1. Job Postings. When a vacancy which will be filled or a new position covered by this Agreement occurs, a notice of the vacancy or new position will be posted through email to all employees for seven (7) calendar days and will include a Reporting Location.

Section 2. Shift Selection. Shift selection will be bid in order of seniority at each Reporting Location.
Section 3. Bidding. Employees who wish to bid for a posted position shall notify the person listed in the posting, who must receive the notice of the bid within ten (10) calendar days of the date of the posting. Employees on leave, layoff, or at training will be provided notices of open positions.

Section 4. Filling Positions.

Subd. 1. Filling Positions. The position will be awarded to the most qualified employee who has bid for the position. Determining the most qualified employee will be based on the following components and in the following manner:

1. Past experience, relevant to the position (30%);
   - 2 points per year, up to 30 points.

2. Bargaining unit seniority (35%);
   - 2 points per year of bargaining unit seniority, up to 35 points.

3. Interview (20%)
   - Subjective score based on communications and organizational skills (scores averaged, up to 20 points).

4. Performance (15%)
   - Performance issues may be considered for up to two (2) years on a written warning or greater.

Subd. 2. Restriction on Changing Positions. The Employer reserves the right to not consider an employee for an open position in a different classification if the Employer has invested substantial resources (which includes time away from work and money) in the employee’s technical training for the employee’s current position. The Employer agrees that all required time commitments will be determined equitably among all employees and will not be unreasonable.
**Section 5. Filling Positions from Outside the Bargaining Unit.** When no one from the bargaining unit bids or, when the Employer is unable, among those employees who bid for a position, to obtain an employee with the qualifications to maintain needed customer service, the Employer may fill an open position from outside the bargaining unit, provided, that if a bargaining unit employee or employees bid on the position, the person hired from outside the bargaining unit must be more qualified than all employees who bid. The Employer agrees, however, that whenever it determines it is possible, current interested employees who bid will be trained before employees are hired from outside the bargaining unit.

**ARTICLE 6 – PROBATIONARY PERIOD**

The first four (4) months of employment for a new employee shall be a probationary period. Employees may be terminated with or without cause during the probationary period. During the probationary period, Employer shall consult with one or more of the new employee’s co-workers and shall also provide the new employee with feedback on the new employee’s performance. The probationary period may be extended by mutual agreement of the Employer, the Union, and the employee.

**ARTICLE 7 – HOURS OF WORK**

**Section 1. Normal Work Day and Week.** The hours worked per day, exclusive of any unpaid lunch period, shall be scheduled to be consecutive. The days worked per week shall be scheduled to be consecutive. The normal work week will be composed of forty (40) hours scheduled in a maximum of five (5) days, and the work week shall start on the day of the week as the Employer shall designate from time to time.

**Section 2. Normal Work Week Deviations.**

**Subd. 1.** Employees are authorized to vary work hours based on customer needs. Employees may change their scheduled hours provided they notify the Employer or the Employer's designee in advance when possible. Late starts must be communicated in advance.
In general, except in emergency situations, if an employee is required to report to work during an unscheduled off-shift, the employee will have the option to have up to eight (8) hours of relief time before reporting to work.

Subd. 2. Employees may request, or they may be assigned by the Employer, one of the following work week schedules: a) five, eight (8) hour days; or b) four, ten (10) hour days. The Employer retains the right to deny such request when, in its opinion, it will interfere with providing needed customer service. When too many employees request a particular schedule, requests will be granted to eligible employees in order of job site seniority. Conversely, if no employees or not enough eligible employees request a particular schedule, the eligible employees with the least job site seniority will be assigned to the needed schedule by the Employer.

Subd. 3. When a particular schedule as outlined in this Section cannot be maintained, or the parties prefer a different schedule, other hourly arrangements that meet with the approval of the Employer, the affected employees, and the Union, may be made.

Subd. 4. The Employer and Union agree that employees covered by the labor agreement between the parties will not be required and/or scheduled by the Employer to work more than twelve consecutive hours (excluding any unpaid lunch period), except in cases of necessity. The parties further agree that employees will have a minimum of nine (9) hours off between one scheduled shift and their next scheduled shift, except in cases of necessity and/or if an employee is assigned on-call duty.

Employees who are required to work more than twelve (12) consecutive hours (excluding any unpaid lunch period) will be paid double time for all such hours worked over twelve (12). In addition, if any employee has less than nine (9) hours off between shifts, they will be paid double time for those worked hours that are part of the nine (9) hours normal time off. The nine (9) hours off does not apply to employee’s assigned on-call duty. Double time provision shall not apply to scheduled changes made for the convenience of the employee and approved by the Employer. (See Article 15, Premium Pay, Section 2.)
Section 3. Change of Schedule. The Employer will provide at least thirty (30) days advance notice in writing of changes in scheduling. This shall not apply to shift vacancies caused by resignation, vacation/P.T.O. coverage and to changes made by the employees in work schedules for their own convenience, which are acceptable to the employer.

Section 4. Rest Breaks. Each employee on a day shift covered by this Agreement will normally be entitled to a paid fifteen (15) minute rest break during each four (4) hours of work. Rest breaks will normally not be taken in conjunction with a lunch period. Employees who do not take their rest period or on occasion are unable to take their paid rest period will not be allowed to accumulate that time or be paid additional compensation. The Employer reserves the right to set scheduled paid break times for individual employees and require such employees to take breaks in designated locations.

Section 5. Lunch Periods.

Subd. 1. Lunch. Employees assigned a day shift will be entitled to take a lunch period of a half hour or up to or equal to an hour. Employees must then designate the length of lunch period they want. Lunch periods are expected to be duty-free and will be handled in accordance with the Fair Labor Standards Act. The Employer reserves the right to designate a specific time for an individual employee's lunch period. If the employee is unable to have a duty-free lunch, they have three options: (1) The Technician may be paid one half (1/2) hour of overtime; (2) The Technician may leave one-half (1/2) hour early; or (3) The Technician may restart their lunch break.

Subd. 2. Paid Lunch. If an employee is interrupted more than ten percent (10%) of the time, on average in a month, they are responsible for informing their Tech Manager. The Tech Manager will then work to provide a duty-free lunch period, or put the employee on a straight shift. The straight shifts are inclusive of lunch periods and paid breaks. There may be days when a Technician is able to combine the two paid fifteen minute breaks as a lunch break, but it should not be expected by the Technician. For that reason, it would be unreasonable for Managers to limit all breaks to fifteen minutes.
Section 6. Afternoon and Night Shift Rest and Lunch Periods. Employees assigned to either afternoon or night shifts and employees who voluntarily modify their hours to an afternoon or night shift to provide customer required service are entitled to one paid fifteen (15) minute rest period and one paid thirty (30) minute lunch period. The paid rest period and paid lunch period will normally not be taken in conjunction with each other. Employees who do not take their rest period or paid lunch period, or who on occasion are unable to take either, will not be allowed to accumulate this time or to be paid additional compensation. The Employer reserves the right to set paid rest breaks and/or paid lunch periods for individual employees and to require such employees to take breaks in a designated location.

ARTICLE 8 – APPRENTICESHIP/TRAINING PROGRAM

Section 1. Assistant Bio-Medical Electronic Technician ("Assistant BMET"). An Assistant BMET must be enrolled as a full-time student in an accredited two (2) year technical program for Electronics, Bio-Medical Electronic Technician or equivalent. Assistant BMET positions are temporary and for a finite duration. Upon successful completion of school, an Assistant BMET may be permitted to work an additional sixty (60) days before employment as an Assistant BMET is terminated. An Assistant BMET who quits school prior to completion or fails to continue full-time status will promptly have employment as an Assistant BMET terminated. Assistant BMET's will not be assigned repair work unless under the direct supervision of a Level III, or higher, or a supervisor. The number of Assistant BMETs will not be more than three (3) and no more than one (1) per site without Union consent. Assistant BMET duties shall be as defined in the current job description. This provision will not be used by the Employer to diminish the Bargaining Unit, nor will it be used to eliminate the position of Assistant BMET by the Union.

Section 2. In-House Training Program for Technical Specialists.

Subd. 1. Goal/ Purpose. The intent of the In-House Training Program is to increase the opportunity for technicians within the bargaining unit to fill future openings in the technical specialist classifications by providing training in the technical specialty before the need for a full time specialist is identified.
Subd. 2. Parameters. A minimum of one Local 70 employee to receive a minimum of eight (8) hours per month for on-the-job training for work in each of the Tech Specialist positions – Lab, Radiology, CV, CT/Nuclear Med. and LINAC. The amount of monthly training will be jointly determined by the employee, the technology manager and the specialty mentor taking into consideration the requirements for the position sought, the current workload of the employee, and the expected openings in the desired position.

Subd. 3. Definitions.
Trainee. Tech has been selected for a Tech Specialty training position.
Mentor. An experienced specialty technician who provides guidance and training for the trainee.
Manager. The manager whom oversees the training position will be the Technology Manager that the trainee currently reports to.

Subd. 4. Guidelines.
- Applicants for the trainee positions will go through the normal posting and interview process.
- Trainee must be willing to work flexible schedule and travel for training.
- Trainee maintains their original classification. Wage rates and changes are determined by their original classification, and they may continue to advance in level at the normal rate.
- Trainee continues to accrue seniority normally in original classification.
- Must have development plan and checklist (can create one like BMET I & II checklist) including self-study items.
- A trainee may have more than one mentor and will be given guidance by management as to whom the mentor will be.
- No maximum time period in position.
- Minimum eight (8) hours per month training in specialty area. Trainee must report their hours to their Technology Manager on a monthly basis.
- Reasons for removal from position: for any of these reasons management may determine to remove a technician from a training slot:
  - disciplinary (written)
- unwilling to accept entry level specialty position
- not able to maintain their workload (PM completion & repairs) within reasonable limits after efforts to remedy have been attempted
- not meeting timelines of development plan

- A trainee may voluntarily give up the training position before any formal training occurs.
- Trainee must agree to bid for any open positions regardless of site in their training specialty, after formal training.
- If an open position for a specialty becomes available selection will be by normal bidding process with priority given to trainee technicians.
- Training time logged may be applied for future advancement once trainee has an actual position in that specialty. Example: 500 hours logged as a trainee may be applied to level advancement 3 months sooner.
- Trainees will be eligible for formal training after the first 6 months in the program and generally within 24 months.
- Training time that does not apply to a specific work order should be logged on a Non Work Order Time form.
- Regularly scheduled meetings at least twice a year between trainee, mentor and manager to review development plan progress.
- Trainee is subject to layoffs under their original classification.

Section 3. CES Education Training Committee. The committee will meet per the established charter as may be updated periodically.

ARTICLE 9 - SENIORITY

Section 1. Definitions

Subd. 1. Employer Seniority. Employees who are employed by Allina who are covered by this Agreement shall accrue seniority as provided in this Article. “Allina”, for purposes of this Article, shall mean Allina Health and its predecessor and acquired organizations. Those persons who become Allina employees by virtue of the merger or acquisition of
their employer by Allina Health and who are covered by this Agreement shall accrue all seniority as provided in this Article as if their work for their prior employer had been for Allina.

**Subd. 2. Bargaining Unit Seniority.** Upon successful completion of the probationary period, Bargaining Unit seniority shall accrue from the employee’s most recent date of employment with Allina in a position covered by this Agreement.

**Section 2. Lay-Off.**

**Subd. 1. Assistant Bio-Medical Electronic Technician.** Assistant Bio-Medical Electronic Technicians will be laid off at the affected site before any Technician is laid off at that site. While a Technician is on layoff, the Employer will not utilize Assistant Bio-Medical Electronic Technicians at that site without Union approval and will not expand the number of Assistant BMET at other sites.

**Subd. 2. Lay-Off.** A layoff shall be by classification at the job Reporting Location where the reduction is to occur. The employee to be laid off will be the one with the least Bargaining Unit seniority in the affected classification. The Employer will give a minimum of two (2) weeks’ notice to the employee(s) being laid off.

**Subd. 3. Notice and Voluntary Reductions.** Prior to any layoff, Management and Local 70/CES mutually agree that both parties will meet. The structure of the group will be as defined in Subd. 4. of this Section. The purpose is to review areas impacted and potential options available to help minimize reductions and severity of impact. Options for minimizing impact of reductions may include, but are not limited to:

- Assistance in transferring to other facilities
- Voluntary reduction of hours, e.g. ten (10) people go to .9
- Voluntary leaves of absence
- Voluntary layoffs

**Subd. 4.** In the PC Specialist and Bio-Medical Electronic Technician classifications, layoffs will be done strictly by seniority. In all other
classifications seniority and qualifications will be considered in determining who is laid off. The process will be as follows:

A committee will be made up of three (3) employees form Management, the Union Business Representative and two (2) other Union employees appointed by the Representative. Experts can be used to bring information to the committee. If reductions cannot be met by above options, the committee will meet. The committee will look at preserving seniority whenever possible along with meeting the business needs of the Employer. If the senior employee can be trained with minimal cost and time, they will retain their job regardless of prior experience.

Subd. 5. Displacement Rights Within the Classifications Except Bio-Medical Technician and PC Technician. When two (2) or more employees are laid off at one time, the senior employee will get to choose which of the affected junior employees they wish to bump first. When an employee is notified of being laid off, that employee has the right to displace ("bump") the lowest level employee with the least Bargaining Unit seniority, regardless of the Reporting Location, providing: (1) the employee is qualified to do the work of the employee being bumped; (2) the employee has more Bargaining Unit seniority than the employee being bumped; (3) the employee is at an equal or higher level than the employee being bumped; and (4) the employee notifies the Employer of the bump within three (3) working days of being notified of the layoff. When the employee being laid off and/or the employee being bumped and are unable to bump any other employee in the laid off employee's classification, each such employee has the right to bump employees in other classifications in accordance with Subd. 5 of this Section. (A Level III or higher is the same for the purposes of this Subd.)

Subd. 6. Displacement Rights in Other Classifications. An employee being laid off due to reductions in the employee's current classification may bump the employee who meets the criteria listed below and who has the least bargaining unit seniority.

1. The laid off employee has more Bargaining Unit seniority than the employee being bumped;
2. The laid off employee worked at a level equal to or higher
than the employee being bumped;
3. Can obtain the qualifications per the committee, or collectively the site can meet the Employer's needs.

Subd. 7. Right to Accept Lay-off. An employee who is notified of being laid off from the employee's current classification has the right to accept the layoff status and is not required to return to a previous classification, even though this Agreement allows the employee to bump another employee in the employee's previous classification.

Section 3. Recall From Lay-off. Employees who have been laid off within the past two (2) years shall be recalled to their previous classification at their previous Reporting Location in the reverse order of Bargaining Unit seniority by certified letter sent to the employee's last known address. It is the responsibility of the employee on layoff status to keep the Employer informed of any change of address. An employee is only entitled to the second year of recall rights if during the first year on layoff status, the employee sends the Employer a certified letter requesting an extension of recall rights. Recalled employees will have two (2) weeks to accept a recall offer and must start working within one (1) month of the recall offer unless the parties agree to another start date. Recall rights are terminated when a laid off employee successfully bids on a job or is offered recall to their previous classification at the Reporting Location laid off from regardless of whether they accept the recall offer.

Section 4. Loss of Seniority. Seniority will be terminated by any of the following events:

A. Voluntary quit
B. Discharge for cause
C. Failure to return from layoff as defined in the recall provision
D. Retirement
E. Taking a position outside the bargaining unit
F. Expiration of the recall period

Section 5. Seniority Ties. In the event one or more employee(s) accrue any type of seniority from the same date, the determination of which employee has the greater seniority for each type will be determined by random drawing
conducted by a representative selected by the Union and a representative selected by the Employer.

Section 6. Seniority List. The Employer will maintain and annually, on February 1st of each year, publish to employees and the Union a Bargaining Unit seniority list, for all types of seniority, of all of the employees covered by this Agreement. An employee wishing to challenge his/her seniority date(s) must do so by e-mail within thirty (30) days of the date the list was published.

Section 7. Bargaining unit employees accepting a non-bargaining unit position within CES may have their previous Bargaining Unit seniority restored if they apply and are offered an open position in the bargaining unit within six (6) months of leaving the bargaining unit. Such employees will not have their previous seniority restored until they have worked in their new bargaining unit position for one (1) year.

ARTICLE 10 – WAGES AND CLASSIFICATIONS

Section 1. Classifications. The following are the classifications covered by this Agreement:

- Bio-Medical Electronic Technician ("BMET")
- PC Specialist
- Technical Specialist – Lab
- Technical Specialist – Radiology
- Technical Specialist – Advanced Imaging (including, but not limited, to the following specialties: CT/Nuclear Medicine, CV, and LINAC).
- *Advanced Imaging Technical Specialists may work in more than once Advanced Imaging specialty by mutual agreement.
Section 2. Wages. The following wage rates will be in effect throughout the term of this Agreement:

<table>
<thead>
<tr>
<th>Classification</th>
<th>5/1/2018</th>
<th>5/1/2019</th>
<th>5/1/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bio Medical Electronic Technician/ PC Specialist</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entry Level</td>
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<tr>
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<td>Level III</td>
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<td>Senior Level III</td>
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<td>Technical Specialist - Radiology</td>
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<td>Level I</td>
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<td>Senior Level III</td>
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<td>Senior Level III</td>
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<td>$46.58</td>
<td>$47.52</td>
<td>$48.47</td>
</tr>
</tbody>
</table>

Section 3. Level Wage Requirements. All Level advancement shall be as defined in the current job descriptions.
Section 4. Leads.

Subd. 1. Selection of Lead. The Employer will have the right to establish a lead position at one or more of the sites and/or in one or more of the classifications. Once the Employer determines that there is a need for a lead position at a given site or within a classification, the position will be posted. Any employee at Level III or above could be considered for a Lead position at a given site. A Lead position, for a specific classification, must be filled by a Tech within that classification at that site. If no employees from the site apply for the position, then the position may be opened to employees at other CES sites. See Article 5, Section 4 for the process used.

Subd. 2. Compensation of Lead. The Lead will receive, in addition to the normal rate of pay, an additional 5.25% of the non-Senior BMET Level III rate.

Subd. 3. Lead Withdrawal. A Lead wishing to be removed from the Lead position, shall notify the Employer in writing. When a replacement is available, the Lead will be removed as soon as possible, but in any event, within ninety-five (95) calendar days of the date of this notification.

ARTICLE 11 – INSURANCE AND BENEFITS

Section 1. Health Plan.

Subd. 1. Health Plan Coverage. Eligible employees under this Agreement will have available to them the same health plan as the Employer's non-contract employees, as that plan may be changed by Employer from time to time. All terms and conditions of that plan (eligibility, coverage, etc.) will apply.

Subd. 2. Health Plan Costs.

A. Employee-Only Coverage. Effective January 1, 2010, the Employer will pay ninety percent (90%) of the premium cost of employee-only health plan coverage.
B. **Family Coverage.** Effective January 1, 2010, the Employer will pay seventy-five percent (75%) of the additional premium cost for family health plan coverage above the premium cost of employee-only coverage.

**Subd. 3. Employee Premium Cost.** The Employer will withhold from the employee's wages a sum equal to the difference between the total premium cost of the health plan option the employee is enrolled in and the amount of the premium to be paid by the Employer.

**Subd. 4. Alternate Plan.** In the event the Union institutes its own health plan, the bargaining unit members will have the option on a Reporting Location by Reporting Location basis, defined as:

United
Abbott Northwestern/PEI/Allina Commons/Allina Central Lab
Unity/Mercy/Cambridge/Buffalo
Regionals (Owatonna, New Ulm, St. Francis, Westgate, and any other locations not listed in this document)
Regina Medical Center and District One Hospital

to choose the Union's plan in place of the Employer's plan. Should the bargaining unit collectively determine that it wants to be covered by the Union's health plan, the Union will give the Employer not less than sixty (60) days advance notice of the change in writing. Any such change must occur as of the first day of Employer's plan year. The Employer further agrees to contribute to the Union plan an amount equal to the amount required by the plan or the amount the Employer would have paid for health plan coverage under Subd. 2. above, whichever is less. Any additional premium cost above the Employer's contribution will be deducted from the employee's wages and forwarded to the Union's health and welfare trust fund.

**Section 2. Dental Plan.**

**Subd. 1. Dental Plan Coverage.** Eligible employees under this Agreement will have available to them the same dental plan as the Employer's non-contract employees, as that plan may be changed by Employer from time to time. All terms and conditions of that plan
(eligibility, coverage, etc.) will apply.

Subd 2. Dental Plan Costs.

A. **Employee-Only Coverage.** An employee who has employee-only coverage will have five dollars ($5.00) per month deducted from wages to offset the premium cost for employee-only dental insurance. The remaining premium cost will be paid by the Employer.

B. **Family Coverage.** An employee who has family coverage will have thirty-five dollars ($35.00) per month deducted from wages to offset the premium cost for family insurance. The remaining cost will be paid by the Employer.

Subd. 3. Alternate Plan. In the event the Union institutes its own dental plan, the bargaining unit members will have the option as a group to choose the Union’s plan in place of the Employer’s plan. Should the bargaining unit collectively determine that it wants to be covered by the Union’s dental plan, the Union will give the Employer not less than sixty (60) days advance notice of the change in writing. Any such change must occur as of the first day of Employer's plan year (which is January 1 as of the initial Agreement). The Employer further agrees to contribute to the Union plan an amount equal to the amount required by the plan or the amount the Employer would have paid for dental plan coverage under Subd. 2. above, whichever is less. Any additional premium cost above the Employer's contribution will be deducted from the employee's wages and forwarded to the Union's health and welfare trust fund.

Section 3. Life Insurance.

Subd. 1. Life Insurance Coverage. Eligible employees under this Agreement will have available to them the same life insurance plan as the Employer's non-contract employees, as that plan may be changed by Employer from time to time. All terms and conditions of that plan (eligibility, coverage, etc.) will apply.
Subd. 2. Premium Cost. The Employer will pay the premium cost for the basic coverage. Any premium cost for additional coverage elected by an employee will be paid by the employee through a deduction from wages.

Section 4. Long Term Disability Insurance.

Subd. 1. Eligibility. The Employer shall make available at the employee’s expense a long-term disability insurance program for full-time employees covered by this Agreement and premiums will be paid by means of payroll deduction. Participation is mandatory.

Subd 2. Long Term Disability Plan Coverage. Eligible employees under this Agreement will have available to them the same long term disability plan as the Employer’s non-contract employees, as that plan may be changed by the Employer from time to time. All terms and conditions of that plan (eligibility, coverage, etc.) will apply.

Section 5. No Flexible Benefit Plan Participation. It is agreed and understood that employees covered by this Agreement are not eligible for Employer’s flexible benefits plan, sometimes called a cafeteria plan or a section 125 plan. This means that the employees covered by this Agreement are not eligible for any credits or cash back pursuant to that plan.

ARTICLE 12 – PENSION

Section 1. Allina 401(k) Savings Plan Participation. Employees covered by this Agreement may defer amounts pursuant to a salary reduction agreement.

Section 2. Pension Plan Contributions. The Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers the following amounts for each hour paid, excluding on-call hours, in the preceding month for all employees covered by this Agreement:

Effective May 1, 2008 – 10% of each employee’s hourly rate as provided in Article 10, Wages.
ARTICLE 13 - PRE-TAX REIMBURSEMENT ACCOUNTS

Employees shall be entitled to participate in Employer's pre-tax reimbursement account plans for medical expenses and dependent care expenses as such are available to non-contract employees of Employer, and subject to the same terms and conditions as such plans are available to Employer's non-contract employees.

ARTICLE 14 - ON-CALL WORK

Section 1. On-Call Definition. On-call work is defined as the time an employee is assigned the responsibility during their non-scheduled work hours, to be off-premises, available for work, and required to respond to calls, questions, or requests for assistance from internal and external customers. An employee assigned to be on-call is required to follow Employer's on-call procedures.

Section 2. On-Call Slots. The Employer will determine the number of on-call slots and define the on-call slots according to the hours and days each slot will include, the sites to be covered by each on-call slot, and which technical area and/or equipment will have a dedicated on-call slot. The Employer will consult with the Union prior to modifying, adding, or deleting any on-call slots. On-call slots that predate the initial Agreement will continue unless modified as provided in this section.

Section 3. On-Call Slot Postings. The Employer shall post the openings for all on-call slots. The posting will include the facilities and/or equipment covered by the slot and the coverage hours and days. The qualified employee with the most bargaining unit seniority who bids will be assigned to the opening. If no qualified employee bids for the opening the Employer will assign to the opening the least senior bargaining unit employee who is qualified, and who is not already assigned to another on-call slot.

Section 4. On-Call Slots Eligibility and Coverage. The Employer shall provide in-service training for all employees when assigned to work an on-call slot.

Qualified employees assigned to an on-call slot may jointly propose a coverage plan for the slot. The coverage plan shall include the names of the employees
who will work the slot and their schedule. If the Employer approves the coverage plan, it may only be changed (whether permanently or temporarily) by communicating the specific changes to the appropriate Tech manager in advance of the need on a change form. If notice of change is not so given, the employees on the original coverage plan shall be accountable for covering their designated times.

If no coverage plan is submitted for a slot, or if the Employer does not approve any submitted plans, then the Employer shall compose a coverage plan as follows: Employer shall assign at least four but not more than five qualified employees to rotate on a weekly basis who are at least Level II or its equivalent.

Section 5. On-Call Assignment Withdrawal. An employee wishing to be removed from an on-call assignment shall notify the Employer. When there are other qualified employees who are willing to be assigned to that slot, or there is a qualified employee with lesser bargaining unit seniority than the employee who wishes to be removed who is eligible to be assigned to an on-call slot, the employee will be removed from the slot. When a replacement as described in this Section is available the employee leaving will be removed as soon as possible but in any event within ninety-five (95) calendar days of the date of this notification.

Section 6. On-Call Work Pay. Employees who perform on-call work shall be paid $4.95 per hour for each hour so worked, except for any hours they are paid their regular hourly wage, overtime pay, or call-back pay, provided, however, that an employee may receive on-call pay in addition to pay for time off on holidays, as such are defined in Article 19, Paid Time Away from Work, of this Agreement.

Section 7. Telephone Pay. On call employees who handle company business over the telephone shall be compensated at one and one-half (1-1/2) times the regular hourly rate of pay for calls over fifteen minutes. Calls of 15 minutes or less, the employees will receive on-call pay only. Multiple calls for the same problem shall be considered one occurrence.
ARTICLE 15 – PREMIUM PAY

Section 1. Pyramiding Not Permitted. Premium pay (including extra pay such as holiday pay pursuant to Article 19, Paid Time Away from Work) shall not be pyramided under this Agreement, except as may be required by applicable law (e.g. paying overtime on top of shift differential), and except as may be expressly permitted in this Agreement.

Section 2. Overtime. All hours compensated (excluding on-call) in excess of forty (40) hours in the work week will be paid at one and one-half (1-1/2) times the employee’s regular hourly rate. An employee’s scheduled hours may not be changed (except as provided in Article 7, Hours of Work, Section 3.) to avoid paying overtime. Employees wishing to take compensatory time during the same work week they worked additional time may do so if approved by their Tech Manager. Compensatory time taken in the same work week will be at the rate of one hour worked for one hour of compensatory time. All overtime must be approved by the Employer.

Employees who are required to work more than twelve (12) consecutive hours (excluding any unpaid lunch period) will be paid double time for all such hours worked over twelve (12). In addition, if any employee has less than nine (9) hours off between shifts, they will be paid double time for those worked hours that are part of the nine (9) hours normal time off. The nine (9) hours off does not apply to employees’ assigned on-call duty. Double time provision shall not apply to scheduled changes made for the convenience of the employee and approved by the Employer. (See Article 7, Section 2, Subd. 3.)

Section 3. Call Back/Call In.

Subd. 1. Call Back. ("Call Back" applies when an employee is called to work not for a scheduled shift, and this work is not contiguous with the employee’s scheduled shift).

When an employee is on call or when an employee is not on call and is called back to work at any site, the employee will be paid the greatest of the following at one and one-half (1-1/2) times the employee’s regular hourly rate: four hours - or - the actual hours worked plus one hour for travel - or - the time expended from when the employee leaves for work
and ending when the employee returns from having worked.

Subd. 2. Call In. ("Call In" applies when an employee is called to work prior to a scheduled shift and works two (2) hours or less before the start of the employee's shift, unless the Employer then tells the employee not to work after being called to work, which then is "Call Back"). An employee who is required to come in to work two or less hours before the start of the employee's normal shift will be paid hours equal to two (2) times the hours actually worked. The total hours so computed will be paid at the regular hourly rate or at one and one-half (1-1/2) times the regular hourly rate, if required by Section 2., above.

Subd. 3. Telephone Pay. Employees who are not on call but handle Company business over the telephone shall be compensated at one and one-half (1-1/2) times their hourly rate of pay for a minimum of 15 minutes, or actual time, whichever is greater. Multiple calls for the same problem shall be considered one occurrence.

Section 4. Overtime Assignments. When overtime assignments become available, they will be distributed as equally as possible among qualified employees at the Reporting Location. If no one volunteers to work the overtime, the Employer will have the right to assign the overtime to the qualified employee with the least Bargaining Unit seniority.

Section 5. Scheduled Day Off as Call Back. Employees required by the Employer to work on the employee's scheduled day off will have the time considered as a call-back pursuant to Section 3.


Subd. 1. Definition of Afternoon Shift. An afternoon shift will be defined as any shift in which half, or more, of the employee's hours worked occur after 3:00 p.m.

Subd. 2. Definition of Night Shift. The night shift will be defined as any shift in which half, or more of the worked hours occur after 11:00 p.m. and before 9:00 a.m.
Subd. 3. The definition of Saturday morning will be three (3) consecutive eight (8) hours shifts commencing at 7:00 am on Saturday and Sunday will be defined as three (3) consecutive eight (8) hour shifts commencing at 7:00 am Sunday.

Subd. 4. Differential. Shift differential will be paid as follows:

- **Afternoon Differential.** An additional 6% of the employee's hourly rate (as provided in Article 10, Wages) will be paid for each afternoon shift worked.

- **Night Differential.** An additional 6% of the employee's hourly rate (as provided in Article 10, Wages) will be paid for each night shift worked.

- **Weekend Differential.** An additional six percent (6%) of the employees' hourly rate (as provided in Article 10, Wages) will be paid for employee's scheduled work on Saturdays and an additional sixteen percent (16%) of the employees hourly wage rate (as provided in Article 10, Wages) will be paid for employees scheduled work on Sundays in addition to any other differentials that may apply. This provision shall not apply to on-call duty or the call-back provision of this Agreement.

Section 7. Longevity. Employees, who have completed twenty (20) calendar years of service with Allina Health Systems, shall receive an additional seventy-five cents ($0.75) per hour.

**ARTICLE 16 - EXPENSE REIMBURSEMENT**

Section 1. Scope. This Article relates only to expense reimbursement which is not covered by Article 17, Employer-Requested Education.

Section 2. Definitions. For the purpose of this Article, the following definitions will apply.

Subd. 1. **Site.** A site is defined as any hospital, clinic or other facility where work is being performed, meetings are held, or training occurs.
Subd. 2. Reporting Location. The reporting location is the primary site an employee is assigned to report to work.

A. The following sites are the reporting locations as of the Agreement:
   • Mercy Hospital
   • Unity Hospital
   • Owatonna
   • Abbott Northwestern/PEI/Allina Commons/Central Lab
   • United Hospital
   • Cambridge
   • New Ulm
   • Westgate
   • St. Francis
   • Regina Medical Center
   • District One Hospital

B. New Reporting Locations which have only one site may be added at any time, and any Reporting Locations may be deleted at any time. Adding new sites to existing reporting locations, or adding new Reporting Locations with multiple sites, must be mutually agreed to by the Employer and the Union.

C. When a new Reporting Location is added to the Agreement, all positions assigned to it will be posted as open positions. Anything concerning eligibility to bid in Article 5, Job Openings and Postings to the contrary notwithstanding, the employees eligible to bid first on the new Reporting Location open positions are those who are regularly working at the new Reporting Location sites, provided, that Article 5, Job Openings and Postings shall then apply to the bid process. If no one who is regularly working at the new reporting location bids, then Article 5, Job Openings and Postings shall govern in its entirety.

Subd. 3. Service. Service is defined to include the installation, maintenance, or repair of equipment. Participation in informational or sales meetings, and/or providing training for a customer at the
customer's request, and employees requested by the Employer to coordinate or provide training to CES employees, is also service work.

**Section 3. Mileage Reimbursement.** Employees who use their vehicle in the performance of their assigned duties, participation in Employer-requested training, and meetings arising out of the course of their employment will be reimbursed mileage at the current Internal Revenue Service rate per mile, as follows:

**Subd. 1. Work Day Service Miles.**

A. The mileage to and from an employee's home and a site other than the employee’s reporting location, or the miles to and from that site and the employee's reporting location, whichever is less.

B. The mileage from one site to another site in the course of the employee's employment.

**Subd. 2. Call-Back.**

An employee who is called back to work for hours not in conjunction with the employee’s normal work schedule, will receive mileage for actual miles traveled by the employee to and from the site to which the employee was called to perform work.

**Section 4. Service Call Expense Reimbursement.** An employee who uses a non-Employer provided vehicle for service (which does not include any meetings except those requested by a customer) will be reimbursed at the allowable IRS rate, plus an additional $0.18 per mile. Meetings not requested by a customer will be paid pursuant to Section 3 of this Article.

The Employer reserves the right to provide a vehicle for service use in lieu of the reimbursement provision. The Employer will provide reasonable advance notice of their intent to provide a vehicle. The Union and Management will work together to minimize concerns.
Section 5. Parking.

A. Employees required by the Employer to have a vehicle available each day for service work will have all work-related parking cost reimbursed by the Employer.

B. Employees will be reimbursed the cost of parking at the sites other than their reporting location when they use a vehicle to provide service. An employee who is not normally required to have a vehicle available for service work will be reimbursed for any additional cost for parking at the employee's primary reporting location any day the employee is required by the Employer to travel to other sites.

Section 6. Lodging. Employees who, with specific and/or general approval of the Employer or, who, at the request of the Employer, stay overnight, will be reimbursed for reasonable hotel or motel expenses. If the overnight stay is requested by the Employer, no mileage or travel will be paid even if the employee travels instead of staying overnight.

Section 7. Meal Reimbursement. When an employee is on work-related travel, the Employer will reimburse the employee the reasonable cost of one meal for each five hours that the employee is at least 50 miles from the employee's reporting location.

Section 8. Other Expenses. The Employer and the Union will jointly develop guidelines, procedures, and policies for expense reimbursement not currently covered by the Agreement. If agreement cannot be reached, the Employer may institute reimbursement procedures, policies, and guidelines so long as they do not change the benefits covered by the Agreement, the Employer applies the procedures, policies, and guidelines consistently, under similar circumstances, and the procedures, policies, and guidelines do not inherently discriminate against individuals or groups of employees.
ARTICLE 17 – EMPLOYER REQUESTED EDUCATION

Section 1. Scope. This Article concerns the allocation of resources for technical training for bargaining unit employees, where not all employees will receive such training. The Employer may require training of all employees, and may require non-technical training of any employee.

Section 2. Direct Education Cost. The Employer will pay the full cost of tuition and conference fees and for the required books, materials, and tools. The Employer may also reimburse the cost of books, materials, and tools that are not required to complete the training, upon the employee’s prior request.

Section 3. Payment for Training/Travel. An employee will be paid per the employee’s normal work schedule for any day (whether a normal workday or not) the employee participates in Employer-requested or requested training. Employees may not be required to work or make up work for time spent in training, but may be required to complete their workday when training is local and of less than a work day in duration.

An employee will be paid at the employee’s regular rate for the actual travel time necessary to travel to training outside the seven-county metro area, to a maximum of the employee’s normal work day, provided, that if the Employer requires the employee to travel by car, the employee will be paid the greater of the employee’s normal work schedule or the actual travel time. Necessary travel time includes required waiting time for airline or Common Carrier.

Management will define the most cost effective means of travel. Employees and management will work together to offer flex time opportunities to minimize overtime as a result of travel whenever possible.

Section 4. Travel Costs for Employer-Requested Education.

Subd. 1. Travel by Common Carrier. The Employer will pay or reimburse employees for travel cost on a common carrier to attend Employer-requested and required training. An employee may be allowed to use the employee’s own vehicle for travel and, in that case, will then be reimbursed mileage at the current Internal Revenue Service rate per mile, not to exceed the cost the Employer would otherwise have
incurred for travel by common carrier plus, if available under Subd. 3, the cost of a rental car.

Subd. 2. Travel by Car. When the Employer requires an employee to have the use of a car in connection with travel for Employer-requested or required training, the employee will be reimbursed mileage at the current Internal Revenue Service rate per mile and will have travel time considered hours of work.

Subd. 3. Rental Car.

A. Employees will be reimbursed the rental cost of a mid-sized or smaller rental car for one week (7 days) for each full weekend (Saturday and Sunday) an employee is more than 150 miles away from the employee's reporting location at training. (Examples: An employee who is required to arrive at the training site on Sunday and leaves on the following Friday will not be entitled to reimbursement of a rental car. An employee who is required to arrive on Saturday and leaves the following Friday or Saturday would be entitled to reimbursement of a rental car).

B. Employees will also be reimbursed for a rental car when the Director of Technical Services determines it is needed, whether for convenience, because other transportation is not readily available, or because it makes economic sense.

C. An employee entitled to the use of a rental car who chooses not to do so will not receive additional pay or reimbursement simply because of this choice, and therefore will be responsible for paying for the employee’s transportation while at training. The employee will be paid eight hours pay at the employee's regular rate for each complete Saturday or Sunday the employee is away at training in lieu of any rental car reimbursement, provided, such pay may not exceed the rental cost of the rental car and shall not be counted as hours worked for the purpose of calculating overtime. When multiple employees are
traveling to the same location, the Union and the Employer will discuss the efficient use of rental cars and the number of cars necessary.

Subd. 4. Cab Fare. Employees who do not have access to a rental car under this section (and/or for those days they do not have use of a rental car) will be reimbursed for cab fare when it is reasonably needed for transportation (including for reasonable activities outside of training such as to and from dinner).

Subd. 5. Any employee, at an Employer required training of three (3) weeks or more, is eligible for the cost of one (1) round trip airfare to travel home during the three (3) weeks or more training period. The reimbursement will be for the travel expense only.

Section 5. Meal Reimbursement During Training. Reimbursement shall be consistent with the Employer's current policy on meal reimbursement as long as it does not have tax implications of any kind to any union members. The Employer will take full responsibility if any tax implications do occur. The Union and the Employer would then re-open this provision for negotiation. The Union can opt back to receipted expenses with a two (2) week notice to the Employer.

Section 6. Other Cost. Employees will be reimbursed for other costs that the Employer determines are reasonable. Reasonable costs will include the cost of one telephone call of fifteen (15) minutes duration home for each day the employee is away at training. The Employer will use guidelines when determining what other expenses are to be reimbursed and employees in similar situations will be treated equitably. Employees may request the Employer to provide an explanation of the guidelines.

Section 7. Pre-Payment and Reimbursement for Training Expenses. The Employer will pre-pay an employee's tuition and air fare and will also pre-pay upon request, car rental and lodging. The Employer may pre-pay some or all of an employee's other expenses. Employees who initially pay any approved expenses will be reimbursed by the Employer as soon as possible. Employees must provide the Employer with receipts at the time they submit the request for reimbursement.
Subd. 1. Reimbursement Policy for Training Expenses. Any expense in excess of $25.00 (or whatever the current amount is that is established by the IRS) must be accompanied by a receipt for the employee to be reimbursed. The Employer may occasionally reimburse an employee for an expense of less than $25.00 without a receipt, providing the employee provides a reasonable explanation.

Subd. 2. Submission of Training Expenses. Employees are expected to file for reimbursement within five (5) work days of their return. If late charges and/or interest is incurred because the Employer fails to reimburse an employee within twenty (20) days from when the employee’s request for reimbursement with receipts was submitted, the Employer will reimburse the employee for the additional cost.

ARTICLE 18 – TUITION REIMBURSEMENT

Section 1. Reimbursement. The Employer will reimburse an employee as provided in this Article for the amount expended for class or course tuition, any fees required by the institution to take the class, course, or seminar and books required for the class, course, or seminar. The maximum amount any one employee may be reimbursed pursuant to this Article in any calendar year (January 1 through December 31) will be consistent with the Allina policy.

Section 2. Tuition Reimbursement Requirements.

Subd. 1. Pre-Approval. An employee who wishes to obtain reimbursement pursuant to this Article must obtain the Employer’s approval prior to taking the class or course.

Subd. 2. Work-Related. Classes must be clearly work-related. If not, the Employer must determine that the class, course, or seminar is generally related to work performed currently by the employee or which may be performed in the future by the employee within CES.

Subd. 3. Non-Accredited Institution Seminars and Courses Maximum. The reimbursement pursuant to this Article is for classes or courses taken primarily at an accredited institution, which may lead to the
employee obtaining a degree. The maximum portion of the total amount of reimbursement pursuant to this Article which may be reimbursed in any calendar year for seminars or courses not at an accredited institution is $250.

**Subd. 4. Class, Course, or Seminar Completion.** The Employer will reimburse the employee for the amounts eligible for reimbursement under this Article only upon Employer’s receipt of evidence of satisfactory completion of the class, course, or seminar. Satisfactory completion shall mean that evidence of at least one of the following is provided to the Employer:

1. If the institution awards no grade for the class or course, then an attendance certificate must be obtained from the institution.

2. If the class or course is taken as pass or fail, then evidence of passing must be obtained from the institution.

3. If the institution awards grades for the class or course, then a grade of "C" or better must be obtained from the institution.

**ARTICLE 19 – PAID TIME AWAY FROM WORK**

**Section 1. Available Paid Time Away from Work Programs.**

**Subd. 1. Paid Time Away from Work Plans.** All plans for paying employees for their time away from work as described in this Article shall be referred to collectively throughout this Agreement as "paid time away from work," whether the plan is the CES PTO plan, the Allina PTO plan, or the traditional plan.

**Subd. 2. Current Plans.** The Employer will initially continue to make available the current paid time away from work plans. These plans are: 1. The CES PTO plan ("CES PTO plan") and 2. The traditional paid time off ("traditional plan") plan. These two plans are described and will operate in accordance with Section 3. and Section 4. of this Article.
Subd. 3. Initial Employee Placement/Annual Conversion Option. All new employees hired will select the CES PTO plan, or traditional plan. All employees will have the option to change plans annually. The conversion time will be during the month of April. Employees will be provided two (2) weeks’ notice of their opportunity to change plans.

Section 2. Change in CES PTO Plan. When Allina creates and makes available a standardized PTO plan ("Allina PTO plan") for the corporation, that plan will replace the CES PTO plan. There will be no changes in the traditional plan. Once the Allina PTO plan is known and available, all employees covered by this Agreement will, in accordance with Section 2. of this Article, select the primary paid time away from work plan for this Agreement as well as have the opportunity to individually select between 1) the Allina PTO plan and 2) the traditional plan.

Subd. 1. Union Notification. Once the Allina PTO plan is created, the Employer will notify the Union business representative and stewards. The notification will include the details of the Allina PTO plan and an outline of the differences between the CES PTO plan and the Allina PTO plan.

Subd. 2. Conversion Formula. Within two (2) weeks of receiving such notification, the Union and the Employer will meet and negotiate about how employee CES PTO plan time will be converted to traditional time off (or to the Allina PTO plan) and how traditional plan time will be converted to the Allina PTO plan. The two (2) week time limit may be extended by mutual agreement of the Union and the Employer.

Subd. 3. Employee Notification. Once the rules on converting from one paid time away from work program to another are determined, the Employer and the Union will jointly notify all employees of the options available. The Union will within two (2) weeks of such notification inform the Employer in writing whether the Allina PTO plan or the traditional plan will be the primary paid time away from work plan for new hires.

Subd. 4. Employee Selection. All employees covered by this Agreement will have a window period of not less than thirty (30) calendar days
from the date the rules on conversion are established pursuant to Subd. 2 to select whether they wish to be under the Allina PTO plan or the traditional plan. All employees will be given a yearly opportunity to change plans at the designated time. The conversion formula will however be more favorable to the employee during the initial thirty (30) day window period, than it will be after the initial window period.

Employees will make their selection in writing and by the established deadline. Employees failing to notify the Employer of their choice within the given deadline (or by any extension granted by the Employer) will be placed under the primary paid time away from work plan.

Section 3. CES PTO Plan.

Subd. 1. Eligibility. Employees covered by this Agreement who work an average of twenty (20) or more hours a week (.5 FTE) and who are in the CES PTO plan will earn paid time off starting with their hire date. Days earned under the CES PTO plan are used for paid time off on holidays, sick days, and vacation days.

Subd. 2. Accrual Rate. Employees under the CES PTO plan will be credited with earned paid time off each pay period. Employees will earn paid time off for all hours paid (excluding on-call pay) up to a maximum of 2080 paid hours each year in accordance with the following schedule.

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<th>Years of Service</th>
<th>Accrual per hour paid</th>
<th>Maximum hours per year</th>
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<td>.1385</td>
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<tr>
<td>Start of 19th year</td>
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<td>312</td>
</tr>
<tr>
<td>Start of 20th year</td>
<td>.1540</td>
<td>320</td>
</tr>
</tbody>
</table>
Subd. 3. Maximum Accumulation. Employees under the CES PTO plan will be allowed to accumulate six hundred forty (640) hours of paid time off. An employee who reaches the maximum six hundred forty (640) hours will normally lose any earned paid time off over that maximum. However, when an employee exceeds the maximum because of a request and/or requirement of the Employer, the employee will be given a reasonable period of time to use the hours earned in excess of the maximum.

Subd. 4. Employees with a vacation or PTO balance of one hundred and sixty (160) hours or more, one time each calendar year, may request a cash out of up to forty (40) hours of the following year’s vacation or PTO accrual. Such request must be received by the Allina Human Resources Service Center by December 31st. The cash payout request must indicate a date for the pay out between April 1st and December 1st the following year. The cash payout cannot exceed the amount of vacation or PTO accrued as of the date indicated on the request for the payout.

Subd. 5. Holidays under CES PTO Plan.

A. **Designated Holidays.** The following six (6) days will be considered holidays under the CES PTO plan.
   1. New Year's Day
   2. Memorial Day
   3. Independence Day
   4. Labor Day
   5. Thanksgiving Day
   6. Christmas Day

B. **Time Off on Holidays.** Normally employees will not be required to work on the above designated holidays. When an employee chooses not to work on one or more of the designated holidays, the employee is expected to use accumulated time for their normally scheduled hours on the holiday.

When a designated holiday falls on a Saturday or Sunday, employees will be allowed either the preceding Friday or
the following Monday as a day off. Employees must then designate their preference for Friday or Monday as their requested day off not more than 45 days in advance or less than 30 days in advance of the date of the actual holiday. When more employees at a given reporting location in a given classification want the same day off than the Employer can allow off, employees with the greatest bargaining unit seniority will be given first preference, except for those days off already requested and granted pursuant to Subd. 6. Employees who take Friday or Monday off are expected to use accumulated time for their normally scheduled hours on the day they are off.

C. Work on Designated Holidays.

1. When an employee is required to work on a designated holiday the employee will be paid two and one-half (2-1/2) times the employee's hourly rate for all hours worked, providing the employee uses accumulated time for the number of hours the employee would normally have worked on that holiday. If an employee is required to work on a designated holiday and chooses not to use accumulated time for the number of hours the employee would normally have worked that holiday, the employee will be paid time and one-half (1-1/2) times the employee's hourly rate for the number of hours normally worked and two and one-half (2-1/2) times the employee's hourly rate for all additional hours.

2. When a designated holiday falls on a Saturday or Sunday and an employee is required to work both the Friday before and the Monday after, the employee will be allowed to use accumulated time for the actual holiday even though the actual holiday may not normally be a scheduled work day, and the employee will be paid time and one-half (1-1/2) times the employee's hourly rate for the Friday (if the holiday is on Saturday) or the Monday (if the holiday is on Sunday).
3. An employee who chooses to work a designated holiday will be paid the employee's regular hourly rate. When a holiday falls on a Saturday or Sunday and an employee chooses not to take off either the Friday before or the Monday after, the employee will be paid the employee's regular hourly rate for the first eight (8) hours worked on those days. Employees choosing to work both the Friday before and the Monday after a weekend holiday will not be allowed to use accumulated time for the holiday unless the weekend holiday would normally have been part of their scheduled work week.

Subd. 6. Employee Illness and/or Injury. An employee requesting time off for illness and/or injury must provide medical evidence of such condition upon reasonable request by the Employer.

A. First Day.

1. An employee who is off work because of illness and/or injury must use accumulated time for the first day of any absence. When an employee's balance is zero the first day will be without pay.

2. If an employee has frozen sick leave days the employee may use the frozen sick leave days for days missed after the first day of each occurrence of illness and/or injury. Employees may also use frozen sick leave time for the first day of an absence if the employee has used four or more days in the calendar year for absences due to injury or illness.

B. Second through the 21st Calendar Day. An employee who has no frozen sick leave days and has fewer than sixteen (16) hours accumulated time may choose to take leave without pay for days missed.
C. 22nd Day through 90th Calendar Day. If an employee is absent due to illness or disability for more than twenty-one (21) calendar days the employee may apply for the income protection benefit. The income protection benefit, if granted, will pay the employee sixty-five percent (65%) of the employee’s regular pay. An employee receiving income protection payments may supplement them with frozen sick leave days or accumulated time up to 100% of the employee’s regular pay.

If an employee returns to work without using the full 69 calendar day income protection benefit, and the employee’s disability reoccurs within 14 days of returning to work, the employee will receive the remainder of the sixty-nine (69) calendar day benefit.

D. 91st Day and Thereafter: Employees may, on the 91st day, apply to go on long-term disability, use accumulated time or frozen sick leave or, if they have fewer than sixteen (16) hours of accumulated time and frozen sick leave, take leave without pay. Long-term disability coverage will be available as provided in Article 11, Insurance.

E. Usage. An employee will be entitled to use accumulated time and/or frozen sick leave for personal illness and/or injury or for the illness and/or injury of a child under the age of 18.

Subd. 7. PTO Time Off. The Employer will make reasonable efforts to grant time off in accordance with the wishes and the desires of the employee. The Employer retains the right to determine the number of employees who can be off at any one time from a given location and/or classification. Time off will be granted on a first request basis. When more employees within twenty-four (24) hours request the same time off than can be granted, employees will be given preference in order of bargaining unit seniority.

Employees may not request time off more than 12 months in advance of the day requested or the first day of requested consecutive days off.
Section 4. Traditional Plan.

Subd. 1. Holidays under Traditional Plan.

A. **Designated Holidays.** Employees covered by this agreement who are under the traditional plan shall be paid eight (8) hours straight time pay for each of the following six (6) designated holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

B. **Weekend Holidays.** When one of the above designated holidays falls on a Saturday or Sunday, the Friday before or the Monday after will be given as a day off. Employees must then designate their preference for Friday or Monday as their preferred day off. When more employees at a given Reporting Location in a given classification want the same day off than the Employer can allow off, employees with the greatest bargaining unit seniority will be given first preference, except for those days off already requested and granted pursuant to Subd. 6.

C. **Hours Worked on a Holiday.** When an employee is assigned and/or required to work on one of the designated holidays, the employee will be paid at the rate of two and one-half (2-1/2) times the employee’s regular rate for work performed on such holidays, which rate includes the straight time for holidays described in A. above.

D. **Floating Holidays.** In addition to the designated holidays, each employee under the traditional plan will be given two (2) days (16 hours) as floating holidays.
Subd. 2. Sick Leave under Traditional Plan. An employee requesting time for illness and/or injury must provide medical evidence of such condition upon reasonable request by Employer.

A. Accumulation. Sick leave will be earned and accumulated at the rate of eight (8) hours for every month the employee works until a maximum of seven hundred and twenty (720) hours of accumulated sick leave is credited, at which time the employee will earn and accumulate no further sick leave. If any of the accumulated sick leave is used, then the employee will accumulate at the rate specified until the employee has again reached the seven hundred and twenty (720) hours of accumulated and unused sick leave.

B. Usage. An employee will be entitled to sick pay for personal illness and/or injury or for the illness and/or injury of a child under the age of 18.

Subd. 3. Vacation under Traditional Plan. Employees under the traditional plan will earn vacation on the following basis:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual per hour paid</th>
<th>Maximum hours per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>At hire through 4th year</td>
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<td>80</td>
</tr>
<tr>
<td>Start of the 5th year through 9th year</td>
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<td>Start of 10th year through 15th year</td>
<td>.077</td>
<td>160</td>
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<td>Start of 16th year</td>
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<td>Start of 17th year</td>
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<td>Start of 18th year</td>
<td>.089</td>
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</tr>
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<td>Start of 19th year</td>
<td>.093</td>
<td>192</td>
</tr>
<tr>
<td>Start of 20th year</td>
<td>.097</td>
<td>200</td>
</tr>
</tbody>
</table>

Subd. 4. Accumulated Vacation. Employees under the traditional plan may accumulate up to four hundred (400) hours. An employee who reaches the maximum of four hundred (400) hours of vacation will normally lose any earned vacation time over the maximum. However if an employee exceeds the maximum because of a request and/or requirement of the employer, the employee will be given a reasonable
time period to use the hours earned in excess of the maximum.

Subd. 5. Employees with a vacation or PTO balance of one hundred and sixty (160) hours or more, one time each calendar year, may request a cash out of up to forty (40) hours of the following year’s vacation or PTO accrual. Such request must be received by the Allina Human Resources Service Center by December 31\textsuperscript{st}. The cash payout request must indicate a date for the pay out between April 1\textsuperscript{st} and December 1\textsuperscript{st} the following year. The cash payout cannot exceed the amount of vacation or PTO accrued as of the date indicated on the request for the payout.

Subd. 6. Vacation Scheduling. The Employer will make reasonable efforts to grant vacation days in accordance with the wishes and desires of the employee. The Employer retains the right to determine the number of employees who can be off at any one time for a given location and/or classification. Vacation days will be granted on a first request basis. When more employees within 24 hours request the same time off than can be granted, the employee with the greatest bargaining unit seniority will be given preference. Employees may not request vacation days more than 12 months in advance of the day or the first day if consecutive days are requested.

ARTICLE 20 – OTHER LEAVE

Section 1. Bereavement. An employee may be granted up to three (3) days of Bereavement leave without loss of pay for each family member listed below. Employees will be granted up to two (2) additional days with pay when needed for travel in excess of six hundred (600) miles round-trip. Family includes the following:

Parents, parents-in-law, step parents, brothers, brother-in-law, step brothers, sisters, sister-in-law, step sisters, sons, son-in-law, step son, daughters, daughter-in-law, step daughter, grandparents, grandchildren, spouse, and those who are under the Employee’s legal guardianship.

Bereavement leave for those not included in the definition of family in this Agreement can be requested by an Employee, subject to review and approval.
by their Tech Manager in consultation with Human Resources.

Section 2. Jury Duty. Employees covered by this Agreement shall be paid the difference between their jury service pay and their regular wages for normal scheduled work hours when they are unable to work due to jury service. When an employee is normally scheduled to work at a time in the day other than when the employee is obligated to be present at the court house and available for jury service, the employee may be required to work the employee's normal scheduled hours so long as the hours the employee is obligated to be present at the court house and available for jury duty and the hours the employee actually works do not exceed ten (10) hours in a day. When this occurs, employees will receive their regular pay for the day without working their normal scheduled hours.

Section 3. Family Leave. Employees covered by this Agreement will be entitled to paid and unpaid leave in accordance with applicable state and federal family leave laws. Family leaves will be granted in accordance with the Employer's policy and procedures for non-contract employees (if more favorable than the applicable laws), as they may change from time to time.

Section 4. Medical Leave.

Subd. 1. Right to Leave. An employee who is unable to work due to injury and/or illness will be granted a medical leave and continue to earn seniority. An employee on medical leave for six (6) months or less will continue to earn seniority.

Subd. 2. Documentation. The Employer has the right to request medical documentation for employees requesting and/or continuing on medical leave. Failure by the employee to provide relevant information at the request of the Employer may lead to discharge.

Subd. 3. Right to Return to Work. An employee on medical leave because of personal injury and/or illness will have the right to return to work and be reinstated as follows, provided that necessary medical documentation is provided to the Employer and the employee is medically able to return to work, and further provided that the employee's limitations, if any, can be reasonably accommodated as
required by applicable law:

1. Six (6) months leave or less: Return to same position, same location, same hours.
2. Over six (6) months leave to one (1) year: Return to a position in the same classification.

Subd. 4. Employee Benefit Coverage on Medical Leave. Employees may continue to purchase Employer-provided health coverage, life coverage, and dental coverage as provided in Article 11, Insurance at the premium provided in such Article, for the first six (6) months of a medical leave. At the end of six (6) months, if the leave continues, the employee will then be offered coverage as provided under federal law (COBRA), at the COBRA premium with the COBRA period of coverage starting at the end of the six (6) months.

Section 5. General Leave.

Subd. 1. Granting General Leave. An employee may request an unpaid, general leave of up to one (1) year. The employee's request for a general leave will include the reasons for the leave. The Employer will have the right to determine when such leave will be granted and for what reason. The Employer will, however, treat employees in similar circumstances the same.

Subd. 2. Right to Return from Unpaid Leave. An employee granted a leave of absence for reasons other than illness and/or injury will have the right to return to work and be reinstated as follows:

1. Thirty (30) calendar days leave or less - Return to same position, same location, same hours. During this period the employee will continue to accrue seniority and will continue to be eligible to participate in benefits as prior to the leave.
2. Over thirty (30) calendar days leave to ninety (90) calendar days - Return to a position in the same classification. During this period and beyond, the employee will not be eligible to participate in benefits as prior to the leave.
(except as may be required by law).

3. Over ninety (90) calendar days leave to one hundred twenty (120) calendar days - Return to a position within the bargaining unit determined by the Employer.

4. Over one hundred twenty (120) calendar days leave to 365 days - Return to first open bargaining unit position for which the employee is then qualified.

**ARTICLE 21 - DISCIPLINE/DISCHARGE**

Section 1. **Just Cause.** Upon successful completion of the probationary period, disciplinary action may only be imposed for just cause.

Section 2. **Disciplinary Sequence.** The disciplinary sequence, unless changed or entirely omitted as provided below, shall be as follows:

A. Oral reprimand, which shall be documented
B. Written reprimand
C. Suspension without pay, with written notification to the Union office
D. Demotion or discharge, with written notification to the Union office

This Section shall not be interpreted to prevent the Employer from discharging an employee immediately for just cause. This Section shall not be interpreted to prevent the Employer from changing the above sequence consistent with the severity of the action for which discipline is being administered.

Section 3. **Employee Response.** An employee who is disciplined pursuant to Section 2. a. or b. above shall be entitled to submit a written response to the Employer within thirty (30) calendar days following the disciplinary action.

Section 4. **Right to Request Union Representation.** Upon an employee's request, the Employer shall give the requesting employee the opportunity to have a Union representative present during an investigatory meeting or questioning that may lead to disciplinary action.
ARTICLE 22 – RESIGNATION; REQUIRED NOTICE

An employee electing to resign shall be required to give Employer two (2) weeks prior written notice. An employee who gives such notice may continue to work during this two (2) week period at Employer's discretion. An employee who fails to give such notice shall forfeit two (2) weeks accrued paid time away from work (or the total time accrued, if less) and shall not be paid for this time, any other provision of this Agreement to the contrary notwithstanding.

ARTICLE 23 – GRIEVANCE/ARBITRATION

Section 1. Grievance Definition and Procedure. All grievances shall be determined as provided in this Article. A grievance shall be defined as any controversy arising over the interpretation of or the adherence to the terms and provisions of this Agreement. The following steps shall be utilized in resolving grievances.

**Step 1.** The employee will informally discuss the grievance with the employee's immediate Tech Manager.

**Step 2.** If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing and submitted to the employee's reporting manager with a copy to the Director within fourteen (14) calendar days of occurrence. A grievance relating to pay shall be timely if received by the reporting manager and Director within fourteen (14) calendar days after the payday for the period during which the grievance occurred.

Within fourteen (14) calendar days after submission of the written grievance to the manager and Director, a Step 2 meeting to consider the grievance shall be held among representatives of the Employer, the Union, and the employee.

Within fourteen (14) calendar days following the Step 2 meeting, the Employer shall submit a written reply to the Union and the employee.
Step 3. If the grievance is not resolved in Step 2, either the Employer or the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within twenty-one (21) calendar days following receipt by the Union of the Employer’s written reply to the grievance.

Section 2. Arbitrator.

Subd. 1. Selection of Arbitrator. The arbitration request shall be referred to a neutral arbitrator selected by the parties. In the event that the Employer and the Union cannot agree upon a neutral arbitrator within five (5) days, the neutral arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service.

Subd. 2. Arbitrator’s Authority. The neutral arbitrator’s authority shall be limited to interpreting and applying this Agreement consistent with its intent.

Subd. 3. Arbitrator’s Decision/Cost of Arbitration. The decision of the neutral arbitrator shall be final and binding on the Union, the Employer, and the employee. The decision shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

Section 3. Time Limits. The time limitations set forth herein relating to the time for filing a grievance and a demand for arbitration shall be mandatory. Failure to follow such limitations shall result in the grievance being waived, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the Employer and the Union.

ARTICLE 24 – SAFETY COMMITTEE

The Employer and Union recognize that safety is a major concern for both parties and, therefore, will have a safety committee. The safety committee will have representatives of both Union and Employer. The safety committee will provide input and recommendations to the Employer on safety issues, including appropriate training, policies, and procedures.
ARTICLE 25 - DRIVER'S LICENSE, CREDIT CARDS, UNIFORMS, TOOLS

Section 1. Driver's License/Transportation. Employees covered by this Agreement must have a valid driver's license. Employees must have an appropriate means of transportation to perform tasks covered by their position and to attend employer-requested or required meetings, training, and education. Appropriate transportation will generally require an employee to have access to a reliable personal vehicle and insurance for such vehicle as required by the state of Minnesota.

Section 2. Credit Card. Employees covered by this Agreement will be expected to have a major credit card to cover expenses that occur for training or field service. The Employer will either reimburse each employee the cost of the annual fee for such credit card to a maximum of $50 or, at its option, will provide an Employer credit card. The Employer agrees to make reasonable accommodation for employees who are, due to unusual circumstances, for a reasonable time period not able to obtain a major credit card. The Employer may, however, change the employee's work duties when the employee cannot perform normal assignments without a credit card.


Subd. 1. The Employer requires employees to dress appropriately for the situation they are assigned to cover.

Subd. 2. The Employer will make available different color slacks and shirts to employees as uniforms and shall maintain these uniforms. Scrubs, where appropriate, shall be considered a uniform, and shall be provided by the Employer. Employees who choose not to wear uniforms provided by the Employer will be required to purchase slacks and shirts which are similar in style and color to the uniforms. Employees who purchase their own slacks and shirts, and providing such clothing is available for the employee's use at the job site, will be reimbursed the cost of such clothing up to the maximum cost paid by the Employer for uniforms which are provided. This paragraph will sunset on December 31, 2018 and be replaced with the following language.
Effective January 1, 2019, every January 1st employees will receive credits for six (6) units to be used for pants or shirts with the Employer's designated vendor to obtain the employee's choice of approved uniforms that match the Employer designated style and color. Such credits will expire on December 31st of that year. New hires will receive credits for ten (10) units for their first year. Employees who primarily wear hospital provided scrubs will receive a pro-rated amount of units based on their uniform requirements. Employees may also purchase and wear additional uniforms from any vendor at their own expense as long as the color and style matches the Employer designated uniforms.

For the transition period, employees will receive credits for ten (10) units available in the Fall of 2018 to allow them to order and receive new uniforms before January 1st. Employees receiving the transition credits will not receive the annual credits for 2019.

Section 4. Tools. The Employer agrees to furnish and replace necessary tools (including software, test equipment and hardware) for Techs to do their jobs. The Union agrees that employees will be responsible for the necessary care of all tools furnished by the Employer. A system for replacement of tools may be established by the Employer and the Union. The administration and interpretation of this Section will be handled by the Tools and Test Equipment Committee. Upon request of either the Employer or the Union committee representative, relevant technicians who represent the appropriate technology will be invited to a committee meeting regarding the specific topic. The Employer is responsible for providing non-budgeted tools and test equipment as defined above.

ARTICLE 26 - SUBCONTRACTING

The Union recognizes that the bargaining unit work pursuant to this Agreement is constantly and rapidly changing, and that patient safety and customer needs are the primary concerns of both the Employer and the Union. The Union also recognizes that, for Employer to grow its business, especially in areas not formerly served, Employer may obtain business which the bargaining unit is not then currently able to service.
When employees covered by this Agreement, therefore, do not have the specific knowledge, experience, skills, or are otherwise unable to service business of the Employer, the Employer retains the right, at its own discretion, to use a manufacturer or any outside service to perform what would otherwise be bargaining unit work. The Employer agrees that it will use its best efforts to have such work done by the bargaining unit when and if it is possible and reasonable to do so.

It is not the intent of Employer to take work away from the bargaining unit for the purpose of depleting the bargaining unit. In all cases, however, Employer retains the right to use a manufacturer or outside service to protect warranties or for economic or safety reasons.

ARTICLE 27 – DRUG AND ALCOHOL TESTING

Section 1. Overview. Allina Hospitals & Clinics is committed to maintaining a work environment that is free from the influence of alcohol and/or illegal drugs to protect the health, safety, and well-being of our patients, employees, and visitors. To meet this commitment, Allina has adopted this Drug and Alcohol Testing Policy for employees.

Section 2. Applies To. This policy applies to all employees. In addition, some employee groups are also subject to mandatory drug testing by federal law or regulation. For those covered by DOT regulations, DOT standards will be followed.

Section 3. Policy Statement. Employee involvement with drugs and alcohol can adversely affect job performance and employee morale, jeopardize employee safety, and undermine employer confidence. The goal, therefore, and the purpose of this policy is to establish and maintain a safe work place and a healthy and efficient work force free from the effects of drug and/or alcohol abuse.

Section 4. Policy Violation. If you violate this policy, you may be subject to corrective action.

Section 5. Definition. "Illegal drugs" means controlled substances, and includes prescription medications which contain a controlled substance and which are used for a purpose or by a person for whom they are not prescribed
or intended. These include, but are not limited to, heroin, cocaine, marijuana, morphine, phencyclidine (PCP), amphetamines, barbiturates, or hallucinogens (or metabolites of any such drugs).

Section 6. Voluntary Disclosure. Allina encourages any employee with a drug or alcohol problem to voluntarily disclose this matter to the Employee Assistance Program (EAP) before being confronted, tested, or otherwise involved in drug and/or alcohol related incidents. If you do so:

A. You will be granted time off for treatment, rehabilitation, or counseling in accordance with applicable labor contracts or non-contract Allina policies;
B. All communications will be strictly confidential;
C. You will be able to use EAP resources to assist you in this process; and
D. You will not be discriminated against because of this disclosure and will not be disciplined on the basis of voluntarily acknowledging a drug or alcohol problem. ***However, this will not excuse violations of this policy, the Drug and Alcohol Free Workplace, or other Allina policies and procedures under which the employee is subject to Corrective Action.

Section 7. Grounds for Testing. Testing will be required only under the circumstances described below. No pre-employment drug and alcohol testing is conducted. No test will be sought for the purpose of harassment. All tests are conducted by a laboratory certified in accordance with state law. No test will be conducted by a testing laboratory owned or operated by Allina. The laboratory will notify Allina of the presence or absence of controlled substances and their metabolites and/or alcohol in the sample tested.

Subd. 1. Reasonable Suspicion. You will be required to undergo a drug and/or alcohol test if there is a reasonable suspicion that you:
A. Are under the influence of alcohol and/or illegal drugs;
B. Have violated the policy statement above or Allina’s Drug and Alcohol Free Workplace Policy;
C. Have caused personal injury to yourself or another employee;
D. Have caused a work related accident; or
E. Have operated or helped operate machinery, equipment, or vehicle involved in a work related accident.
Section 8. Treatment Program. If you receive a positive test result, you will be requested to undergo drug and/or alcohol testing if you have been referred for chemical dependency treatment. You may be requested to undergo drug and/or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following the referral for prescribed chemical dependency treatment.

Section 9. Notification. Before requesting that you undergo drug and/or alcohol testing, Allina will provide you with a copy of the Drug and Alcohol Testing Policy and an opportunity to read the policy and sign a consent form.

Section 10. Right to Refuse Testing. You have the right to refuse to undergo drug and/or alcohol testing. If you refuse to undergo drug and/or alcohol testing, no test will be administered. However, if you refuse to be tested you will be subject to termination of employment.

Section 11. Inclusive Test Results or Tampering. When test results are inconclusive or there is evidence of tampering, Employee Health Services will confer with the medical review officer ("MRO"), collector, and/or personal health care provider as appropriate to make determinations regarding the appropriate action. If it is unclear whether your behavior has contributed to the inconclusive result, you may be required to undergo another drug and/or alcohol test. If it is reasonable to conclude that you engaged in tampering, or other behavior that prevented a meaningful completion of the drug and/or alcohol testing (including but not limited to causing inconclusive results), you will be subject to corrective action.

If the initial result of the alcohol and drug test is negative but "dilute" (as defined by the testing lab), you will be required to submit a new sample for testing. Allina will pay for such test on recollection.

Section 12. Right in the Event of a Positive Result. If the initial result on the drug/alcohol test is positive, the sample which was tested will undergo a second, confirmatory test before it is reported as a positive result to the employer, employee or medical review officer. An employee has the right to explain the reasons for the positive test (such as that you are taking over the counter or prescribed medications) and to request a confirmatory retest of the sample, to be conducted at the employee's expense. Any employee
wishing to exercise these rights must do so within five (5) working days.

If the confirmatory test result is positive, you may be subject to corrective action in accordance with applicable labor contracts or non-contract Allina policies and the following:

A. **First Positive Test Result on Confirmatory Test.** You will not be discharged based on a first time positive result on a confirmatory test for alcohol and/or illegal drugs requested by Allina. However, you will be terminated if you have been given the opportunity to participate in a drug or alcohol counseling or rehabilitation program and have refused to participate or have failed to successfully complete the counseling program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after the completion of the program.

B. **Administrative Leave.** You will be paid administrative leave pay for scheduled shifts up to five shifts while waiting for the test results. When test results are received, your administrative leave pay ends, even if less than five (5) shifts.

C. **Subsequent Positive Result on Confirmatory Test.** An employee who receives a positive result on a confirmatory test for alcohol and/or illegal drugs requested by Allina and who has previously received a positive result on a confirmatory test for alcohol and/or illegal drugs requested by Allina may be discharged, so long as a previous positive result occurred within the three (3) preceding years.

If the initial result of the drug and/or alcohol test is negative or the confirmatory test result is negative, you are considered to have satisfactorily completed the drug and/or alcohol test.

**Section 13. Additional Rights.** If you were asked to undergo testing for alcohol and/or illegal drugs, you will be provided with a copy of the test results upon request. You will be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
Section 14. Confidentiality. The fact that you have been requested to take a drug and/or alcohol test, the result of the test, and information acquired in the alcohol and/or illegal drug testing process shall be treated in a manner consistent with Allina’s treatment of other private and confidential information concerning employees. If you voluntarily disclose the excessive use of alcohol and/or illegal drugs before being confronted, tested, or otherwise involved in drug and/or alcohol related discipline or proceedings, this will also be treated in a manner consistent with Allina's treatment of other private and confidential information concerning employees. This information will not be communicated by Allina without your consent except to those who need to know this information to perform their job functions, and as permitted or required by law or regulation.

For more information, contact your Human Resources.
See Also: Employee Assistance Program (EAP)
Employee Dispute Resolution

ARTICLE 28 – DRUG AND ALCOHOL FREE WORKPLACE

Section 1. Overview. Allina Health is committed to maintaining a work environment that is free from the influence of alcohol and/or illegal drugs to protect the health, safety, and well-being of our patients, employees, and visitors. To promote this goal, you must come to work in a condition to perform your best.

Section 2. Applies to. This policy applies to all employees.

Section 3. Definitions. "Illegal drugs" means controlled substances, and includes prescription medications which contain a controlled substance and which are used for a purpose or by a person for whom they are not prescribed or intended. These include, but are not limited to, heroin, cocaine, marijuana, morphine, phencyclidine (PCP), amphetamines, barbiturates, or hallucinogens (or metabolites of any such drugs).

Section 4. Drugs and Alcohol Prohibited. As an employee, you may not use, posses, distribute, manufacture, sell, transfer, or be under the influence of alcohol or illegal drugs when you are:
A. Reporting for work;
B. Working (this includes working while on Allina’s premises as well as conducting business related activities off of Allina premises);
C. On any premises owned or operated by Allina; or
D. Operating any Allina vehicle, machinery or equipment.

The consumption of alcohol at mealtime, during working hours, is prohibited. Except as to the distribution, manufacture, sale or transfer of alcohol and/or illegal drugs, this policy does not apply to you while you are on Allina’s premises solely for the purpose of receiving medical treatment or visiting a person who is receiving medical treatment.

Section 5. Consequence of Policy Violation. If you violate this policy, you may be subject to corrective action. Selling or distributing illegal drugs while on Allina’s premises or while engaged in company business will subject an employee to immediate termination, even if it is for a first infraction.

Section 6. Exclusions. This policy does not prohibit:

- The moderate consumption of alcoholic beverages at Allina-sponsored events, if any, where Allina has authorized alcoholic beverages to be served. Employees are not considered to be within the scope of their employment while attending these events and participation in them is completely voluntary. In no case are employees permitted to bring any alcoholic beverages or illegal substances to an Allina-sponsored event. Employees are expected to act responsibly, use good judgment and obey legal and reasonable limits. If an employee consumes alcohol at a company-sponsored event, he or she is encouraged to make use of alternative transportation when leaving. If an employee exhibits improper behavior at a company-sponsored event due to alcohol consumption, Allina will require the employee to leave the event immediately and will make transportation arrangements home for that individual;

- The possession of sealed bottles or cans of alcoholic beverages in the employee's vehicle (or open bottles in the trunk) on Allina premises so long as the possession is in compliance with state law if the vehicle were on a public street.
Section 7. Travel. If you are traveling for company business and are charged with an offense related to the use or possession of a controlled substance, you must report the incident to your supervisor the next business day.

Section 8. Off-the-Job-Use. Off-the-job illegal drug or alcohol use which adversely affects your job performance or which could jeopardize the safety of or harm other employees, the public, patients or company equipment will result in Corrective Action. Allina specifically disclaims any liability for an employee’s consumption of alcohol or illegal use of drugs, regardless of whether or not such consumption is on or off Allina’s premises, and regardless of whether such consumption is within or outside the employee’s scope of employment.

Section 9. Voluntary Disclosure. Allina encourages any employee with a drug or alcohol problem to voluntarily disclose this matter to the Employee Assistance Program (EAP) before being confronted, tested or otherwise involved in drug and/or alcohol related incidents. If you do so:

A. You will not be discriminated against because of this disclosure and will not be disciplined on the basis of voluntarily acknowledging a drug or alcohol problem;
B. You will be granted time off for treatment, rehabilitation, or counseling in accordance with applicable labor contracts of non-contract Allina policies;
C. All communications will be strictly confidential; and
D. You will be able to use EAP resources to assist you in this process.

Please Note: Voluntary disclosure after being confronted, tested, or otherwise involved in drug and/or alcohol related incidents will not excuse violations of this policy, the Drug and Alcohol Testing, or other Allina policies and procedures under which the employee is subject to Corrective Action.

Section 10. Federal Contracts and Grants. If you are an employee who works on any activity under certain federal contracts for property or services of a value in excess of $100,000, or under a federal grant, as a condition of employment, you are required to:

A. Comply with this policy; and

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B. Provide your manager of your HR Representative with written notification within 5 calendar days of any criminal drug statute conviction for a violation occurring in the workplace.

When Allina receives notice that you have been convicted under a criminal drug statute for a violation occurring in the workplace, the following actions will be taken:

A. Within 10 days after receiving such notice, Allina will notify, as applicable, each federal granting agency and/or each federal contracting agency with which Allina has a contract for property or services of a value of more than $100,000.00 of the conviction;

B. You will be subject to corrective action, within 30 days of notice of the conviction.

Section 11. Drug Free Awareness Program. Allina has concurrently established a Drug Free Awareness Program through its Employee Assistance Program to provide information regarding:

A. Cite the requirements of the drug-free workplace policy
B. Discuss the prevalence of alcohol and drug use and its impact on the workplace
C. Recognize the link between poor performance and alcohol and/or drug abuse
D. Describe the progression of the disease of addiction
E. Identify what types of assistance may be available

For more information, contact your Human Resources.

**ARTICLE 29 – NO STRIKE AND NO LOCKOUT**

The Employer and Union recognize that it is essential to provide for continuity of customer service, so that patient care is not interrupted. Accordingly, it is agreed that there shall be no strike or lockout of any kind whatsoever during the term of this Agreement.
ARTICLE 30 – SEVERABILITY

If an enactment or decision of any legislative body, court, or administrative agency invalidates any provision(s) of this Agreement or requires conduct inconsistent with any provision of this Agreement, that provision is invalidated. The invalidity of any provision(s) of this Agreement shall not affect any other provision(s) of this Agreement.

ARTICLE 31 – AMENDMENT

The parties to this Agreement, by mutual agreement, may amend any provision of this Agreement at any time during the term of the Agreement when such amendments are approved by the majority of members covered by this Agreement.

ARTICLE 32 – ENTIRE UNDERSTANDING

This Agreement incorporates the entire understanding of the parties and it is agreed that all past practices, policies, and understandings concerning the terms, benefits, or conditions of employment which were in place prior to the initial signing of this Agreement are waived and are not binding on the Employer, except to the extent they are expressly incorporated in the written provisions of this Agreement.

ARTICLE 33 – TERM

This Agreement shall be in full force and effect from May 1, 2018 through and including April 30, 2021. This Agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other party in writing at least ninety (90) days prior to April 30, 2021, or December 31st of any year thereafter, of its intention to change, modify, or terminate this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: Clinical Engineering Services
Allina Health

Nadia Ayoubzadeh, Director CES

Sandra Francis, Labor Relations Counsel

Jeff Carroll, Manager CES

Susan Kodet, Human Resources

Kristi Timmer, Manager

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

John Hane, Business Representative

Abbott Steward

United Steward

Mercy/Unity Steward

Field Tech Steward

Central Lab Steward

5/30/18
Date:

5/10/2018
Date:

JH/jcb/opelu#12
Contract/CES
LETTER OF UNDERSTANDING #1
between
CLINICAL ENGINEERING SERVICES OF ALLINA HEALTH
and
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 70

During the 2008 contract negotiations the parties discussed the escalating cost of Employer paid training for Clinical Engineering Services. As a result of those discussions the parties have agreed to the following:

**Repayment of Training Expenses**

Employees who receive company paid training in excess of ten thousand dollars ($10,000.00) per calendar year, by an outside vendor, will be required to remain employed with Clinical Engineering Services for a period of two (2) years following completion of their training. Employees who voluntarily terminate their employment with Clinical Engineering Services prior to the completion of the two (2) year period will be required to repay actual training expenses provide above ten thousand dollars ($10,000.00) based on the following schedule:

<table>
<thead>
<tr>
<th>Time between completion of training and termination of employee</th>
<th>Percent of training cost to be reimbursed by employee to CES</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-12 Months</td>
<td>100</td>
</tr>
<tr>
<td>13-18 Months</td>
<td>75</td>
</tr>
<tr>
<td>19-24 Months</td>
<td>50</td>
</tr>
</tbody>
</table>

In addition employees agree to remain in their current position with Clinical Engineering Services for a period of two (2) years unless otherwise mutually agreed upon by the employee, the Employer and the Union.

Prior to attending any company paid training employees will be required to sign an agreement acknowledging the repayment and position requirements.

Training expenses include, tuition, travel/transportation, lodging, parking, meals, and incidentals.

After training is complete, the employee will receive a statement of final training expenses.
For: Clinical Engineering Services
Allina Health

Sandra Francis, Labor Relations Counsel

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

John Hane, Business Representative

Carl Brown
Abbott Steward

Dan McNally
United Steward

Randy Beck
Mercy/Unity Steward

C. L. Alden
Field Tech Steward

Central Lab Steward

Date: 5/22/18

Date: 5/14/2018

JH/Jcb/opelu#12
LETTER OF UNDERSTANDING #2  
between  
CLINICAL ENGINEERING SERVICES OF ALLINA HEALTH  
and  
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 70  

Subject: Part-Time Position  

During the 2008 contract negotiations the parties discussed the establishment of part-time positions. As a result of those discussions the parties agreed to the following:  

1. The number of part-time positions will be limited to no more than six (6) positions with an FTE status of .5 to .9 FTE per position.  
2. Prior to establishing a part-time position(s), the Union and CES will meet to discuss the need for the new part-time position(s) and to determine the appropriate method of filling such position(s). In the event that mutual agreement is not reached, the position will not be established.  
3. Part-time will accrue seniority based on actual hours worked.  
4. Part-time employees at the job location will not be offered additional hours of work unless sufficient overtime of the duration needed are not readily available from full-time employees at the job location.  
5. The probationary period for new hire, part-time employees will be six (6) months.  
6. All other provisions of the collective bargaining agreement will apply to part-time employees provided they meet eligibility requirements.  
7. Either party may, with sixty (60) days advance notice to the other party, discontinue this letter of understanding. Any part-time positions established prior to the notice will be reduced by way of attrition.  

For: Clinical Engineering Services  
Allina Health  

Sandra Francis, Labor Relations Counsel  

For: International Union of Operating Engineers, Local 70  

David Monsour, Business Manager  

John Hane, Business Representative
LETTER OF UNDERSTANDING #3
between
CLINICAL ENGINEERING SERVICES OF ALLINA HEALTH
and
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 70

Subject: Labor Management Committee

During the 2015 contract negotiations, the parties recognized a shared interest in continued communications and cultivating and achieving mutual understanding and cooperation. These shared interests can be achieved through the establishment of Labor Management Committees (LMCs) as a dedicated forum for exchanging ideas and information and exploring and discussing situations and subjects of interest. To that end, the parties have agreed to explore the implementation of LMCs to address situations and subjects of mutual interest or concern.

The establishment of any LMC may be requested by either party and will be held at the metro location where the issue originates or the metro site closest to that location if it is a Regional location. The membership of the committee will consist of an appropriate number of representatives of the Union and Management to effectively address the agenda items, but not to exceed 4 members per side.

It is understood that LMCs do not have authority to change, modify, or infringe upon the terms and conditions of the collective bargaining agreement.

The parties agree that it will utilize Federal Mediation and Conciliation Services (FMCS) for a formal LMC training session(s) to be scheduled at a mutually agreeable time within the first year of the contract, prior to the establishment of any LMC.

For: Clinical Engineering Services
Allina Health
Sandra Francis, Labor Relations Counsel

For: International Union of Operating Engineers, Local 70
David Monsour, Business Manager
John Hane, Business Representative
LETTER OF UNDERSTANDING #4
between
CLINICAL ENGINEERING SERVICES OF ALLINA HEALTH
and
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 70

Subject: Technical Review Committee

Upon completion of a development plan, a technician may request a Technical Review Committee to decide if it is appropriate to advance the technician prior to his/her normal advancement date. A Technical Review may be called for by CES management, as well if business needs require a modification of an employee's progression to be fast tracked.

This committee will consist of their site management, technology manager, mentor and a lead tech. If the site manager and technology manager are the same person, management will choose a second manager that can appraise the employee's skills. If the mentor and the lead tech are the same person, a Union Steward will be designated. The committee will make a recommendation to CES Director or designee.

The Technical Review Committee is intended to allow for a rare exception to the standard expectations. Technicians at a Level 3 are not eligible for a Technical Review to move to a Senior Level 3.

For: Clinical Engineering Services
Allina Health

Sandra Francis, Labor Relations Counsel

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

John Hane, Business Representative

Abbott Steward
5/30/18
Date:

5/10/2018
Date:

United Steward

Mercy/Unity Steward

Field Tech Steward

Central Lab Steward

JH/jcb/opeiu#12