AGREEMENT

between

ALLINA HEALTH

ABBOTT NORTHWESTERN HOSPITAL
MERCY HOSPITAL
UNITED HOSPITAL
UNITY HOSPITAL
PHILLIPS EYE INSTITUTE

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70

May 1, 2018 through April 30, 2021
THIS AGREEMENT, made and entered into this ___ day of ______, to be effective as of May 1, 2018, by and between ALLINA HEALTH, hereinafter referred to as the “Employer,” and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70, AFL-CIO, hereinafter referred to as the “Union.”

ARTICLE 1 – RECOGNITION

Section 1. Recognition. The Employer recognizes the Union as the exclusive collective bargaining agency for all employees as classified herein, with reference to all matters pertaining to Employer/Employee relationships.

Section 2. Representatives. The authorized representatives of the Union are hereby granted reasonable access to the Employer’s premises for the purpose of transacting Union business.

Section 3. Master Facility Agreement. The facilities will maintain one master Agreement. There may be a local addenda to address site-specific issues as mutually agreed between the Union and the Employer. The bargaining unit shall continue to consist of not less than the job classifications currently described in this Agreement unless there is a change mutually agreed to between the Union and the Employer.

Section 4. Individual Agreements. 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.

ARTICLE 2 – FEDERAL, STATE AND LOCAL LAWS

Any federal or state laws and city ordinances which supersede any part of this Agreement shall not void any condition of this Agreement which is not in conflict with such laws or ordinances.
ARTICLE 3 – JURISDICTION AND RESPONSIBILITIES

Section 1. Duties. Employees in classifications covered by this Agreement shall perform such duties as have been normally part of their respective occupations while in the employ of the Employer, and this shall apply to any replacement of any such employee.

Section 2. Responsibilities. Insofar as it lies within their power to do so, the employee shall maintain all equipment in their care or under their control in a good, clean, safe and serviceable condition.

Section 3. Jurisdiction. All employees covered by this Agreement will continue to operate and maintain all equipment of the Employer necessary for life safety and environmental quality to assure the proper and normal functions of the business and facility operations.

ARTICLE 4 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon any successors and assigns of the Employer. In the event such successor or assign has a contract with a different labor organization covering any of the classifications contained in this Agreement, the matter shall be referred to the National Labor Relations Board for determination.

ARTICLE 5 – UNION SECURITY

Section 1. Membership. All persons now employed or hereinafter employed by the Facilities thirty-one (31) days from the date of their employment, and coming under the jurisdiction of this Agreement shall become and remain members in good standing of the International Union of Operating Engineers, Local No. 70, AFL-CIO 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. Nonpayment. Upon written notice by the Union to the Employer that a certain individual is not in good standing in the Union because of non-
payment of dues or initiation fees, it shall be sufficient notice for the removal of the individual from the job, under the terms of this Agreement, within seven (7) calendar days. The Union shall indemnify and defend Allina from any claims of an employee so terminated.

Section 3. Dues Deduction. The Employer agrees to deduct monthly Union dues from the wages of employees covered by this Agreement. Such deductions shall be made only for employees who voluntarily provide the Employer with a written authorization agreeing that such deductions may be made. Deductions shall be made by the Employer during the first pay period of each calendar month and transmitted to the Union together with a list of the names of the employees and deductions made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union.

Section 4. Notice of Employment. Within thirty (30) days after an employee covered by this Agreement has been hired, the Employer shall mail to the Union written notice thereof, stating the employee’s name, address, work classification and date of hire.

ARTICLE 6 - 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 7 – TRAINING AND EDUCATION

Section 1. Facility Committee. Each facility will establish and continue their Education/Training Committee (ETC). The structure and operating recommendations are contained in the ETC Guidelines.

Section 2. Required Training. Any education required by the Facility related to employment shall be provided during hours compensated pursuant to the Agreement with the expense thereof paid by the Facility.

Section 3. Repayment of Training Expenses. Employees who receive company paid training as part of the formal Employee Training Committee (ETC) process or training to maintain licensure or certification(s) in excess of three thousand ($3,000.00) dollars will be required to remain employed within the (Organization or Business Unit) for a period of two (2) years following completion of their training. Employees who voluntarily terminate their employment with the (Organization or Business Unit) prior to the completion of the two (2) year period will be subject to the following repayment schedule:

<table>
<thead>
<tr>
<th>Duration</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 12 months</td>
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<tr>
<td>13 – 18 months</td>
<td>75%</td>
</tr>
<tr>
<td>19 – 24 months</td>
<td>50%</td>
</tr>
</tbody>
</table>

ARTICLE 8 – CLASSIFICATIONS

Section 1. Classifications. The following classifications are hereby established under this Agreement:

Subd 1. Master Electrician. The Master Electrician is an electrician who has a Minnesota Master Electrician License, and whose duties, in addition to performing those duties of an Electrician, include procuring the required electrical permits when needed, as well as responsibility to
assure the work is preformed according to the appropriate electrical codes and safety procedures.

Subd 2. Electrician. The Electrician is an employee who has the appropriate license and whose duties are to maintain, repair and replace equipment and components associated with the facilities electrical system; trouble shoot and repair electrical malfunctions; perform preventative maintenance on electrical systems; installs electrical systems and related equipment. The Electrician may also be assigned to oversee and train other employees in the performance of electrical duties providing such assignments are in compliance with state law and/or local ordinances.

Subd 3. Maintenance Engineer. A Maintenance Engineer is an employee whose duties are modifications, maintenance and repairs to building structures, building systems, and equipment contained therein; operate heating plant boilers when properly licensed; do electrical replacements, repairs and maintenance of electrical equipment in accordance with state law and/or local ordinances; service, repair, and maintain refrigeration and HVAC; service, repair and install piping, fixtures, fittings and associated hardware for compressed gasses, vacuum, steam, potable and non-potable plumbing systems in accordance with state law and/or local ordinances. The Maintenance Engineer may also be assigned the work of an Electronic Technician providing they received prior training, or they are working with another employee who has the needed skill and knowledge.

Subd 4. Operating Engineer. The Operating Engineer is a properly licensed employee whose duties are modifications, maintenance, repairs, and operation of the heating plant equipment and boilers and may be assigned to maintenance duties, when qualified.

Subd 5. Electronic Technician. The Electronic Technician is an employee who is properly trained and whose primary duties are to do electronic replacement; adjust, maintain and repair electronic equipment and/or systems as required, and may be assigned to do maintenance and operating duties, when qualified.
Subd 6. Carpenter/Painter. The Carpenter/Painter is an employee whose duties are to perform all sorts of skilled painting, including interior and exterior decorating, wall covering, staining, varnishing, and/or refinishing of equipment; ordering supplies, lays-out work; constructs wooden fixtures, fittings and accessories as required, construct walls/partition, maintain and replace door hardware, repairs walls ceilings and floors; installs windows, doors, and assist in other modification and/or construction work.

Subd 7. Groundskeeper. The Groundskeeper is an employee whose duties are to maintain, repair, and operate heavy gasoline and diesel-powered equipment, landscaping, maintaining the grounds, sidewalks, driveways and parking lots in addition to performing demolition work. The Groundskeeper may, at the Employer's discretion, be assigned the responsibility of ordering supplies and equipment; and directing and/or assigning work to the Groundskeeper Helper(s).

Subd 8. Groundskeeper Helper. The Groundskeeper Helper is an employee whose duties are to assist the Groundskeeper in landscaping, and maintaining the grounds, sidewalks, driveways and parking lots.

Subd. 9. Engineer Trainee Position. The Employer may establish no more than three (3) Engineer Trainee positions unless the parties mutually agree to add additional positions.

Course Requirements: Site specific “expertise” review statements may be used to determine minimum qualifications of trainee candidates and identify options for both compulsory and electives courses.

Compulsory Courses.
- Boiler operations (must be completed expeditiously as possible)
- Blueprint Reading
- Principles of Building Maintenance
- Pneumatic Controls
- Hydronics I
- Hydronics II
• Basic Electricity
• Bed School
• Med Gas ASSE 6040
• HVAC (Air Handling Systems)
• Condensers and Cooling Towers
• Control Systems

Elective Courses.
• Basic Electrical Systems I
• Basic Electrical Systems II
• Energy Management Systems
• Basic Refrigeration
• Med Gas ASSE 6040
• HVAC (Air Handling Systems)
• Condensers and Cooling Towers
• Control Systems

1) Engineer Trainee Level 1 – Training Position Entry Level:

A. Minimum Qualifications for Engineer Trainee Level I:
   • High School Diploma or equivalent
   • Mechanical aptitude
   • Special Engineer’s license or the ability to obtain within thirty (30) days of hire

B. Duties: Trains under close observation provided by qualified staff which may include engineers and/or managers.

C. Training Time: Engineer Training is a progressive training program and employees must be able to move to Engineer Trainee Level II within twelve (12) months based on availability of required courses and subject to an evaluation process by the ETC.

D. Level I Trainee Course Requirements: First year – Two (2) compulsory courses and one elective that is mutually agreeable to Employer and employee.
E. The above list may, from time to time, be changed as the Education Training Committee (ETC) deems necessary.

F. Training may be taken at a Vo Tech or in-house, as the ETC deems practical.

2) **Engineer Trainee – Level II:**

   A. Requirements: Engineer Trainee I who has successfully completed the Level I training program, or has the minimum qualifications of a successfully completed Trainee I program and has a minimum of one (1) year related experience.

   B. Duties: Trains under close observation provided by the qualified staff which may include engineers and/or managers.

   C. Training Time: Engineer Trainee II is a progressive training program and employees must be able to move to Engineer Trainee II within twelve (12) months based on availability of required courses and subject to an evaluation process by the ETC.

   D. Course Requirements: Engineer Trainee II course requirements are the same as Level I with two (2) additional compulsory courses and one (1) additional elective course agreeable to the Employer and employee.

3) **Facility Operations Engineer Trainee Level III**

   A. Requirements: Engineer Trainee II who has successfully completed the Level II training program or has the minimum qualifications of a successfully completed Trainee II program and has a minimum of two (2) years related experience, and possesses or has obtained a Second Class B boiler operator’s license.
B. Duties: Trains under close observation provided by qualified staff which may include engineers and/or managers.

C. Training Time: Engineer Trainee III is a progressive training program and employees must complete training Level III to move to a permanent position of Engineer within twelve (12) months based on availability of required courses and subject to an evaluation process by the ETC.

D. Course Requirements: Level III course requirements are the same as Level II with two (2) additional compulsory courses and one (1) additional elective course agreeable to the employee and Employer.

4) Evaluation:

A. A review committee for each trainee shall be composed of the following positions from the designated home site:

a) Manager  
b) Steward  
c) Lead  
d) Engineer of the trainee’s choosing that has worked with the trainee  
e) Chief of record if different than Manager  
f) Union Business Agent (not applicable if Trainee is specific to one site)

B. The review committee will determine whether a trainee is ready to advance from Level I to Level II, and from Level II to Level III, and from Level III to Engineer. The review committee will attempt to reach a consensus. An employee will, however, be moved to the next level if a simple majority of the committee members agree the employee should be advanced to the next level.
C. Failure to Complete: Failure to complete any of the three (3) training levels may result in termination, however, each level shall be entitled to a four (4) month extension for successful completion at the discretion of the review committee.

D. Periodic Review: The review committee will review the progress of all levels of training with the trainee quarterly. Included will be a review of required training, along with documented attainment of required competencies. The committee will discuss and advise areas of needed improvement and additional training needed in order to meet the requirements of that level and to better ensure successful completion. These reviews shall be in written form and kept on file with the committee and in the employee's personnel file.

E. When the review committee sees the need for closer monitoring of progress, the reviews will take place every thirty (30) days until no longer required. Then, the review process would revert back to quarterly.

F. This program is open to amendment at any time when mutually agreeable to the Review Committee (as defined in 4 A.).

G. The trainee may be assigned a mentor by mutual agreement of the Employer and the Union. The mentor may be the manager, the lead, or another individual.

H. After completion of each training level, the trainee will move to the wage level per Article 10 under classification Engineer/Trainee.

I. After completion of the three (3) year training period, the trainee will become an operating and/or maintenance engineer. If this engineer is not placed into an approved
and open position as per Article 9, Section 6, he/she will continue to rotate from site-to-site every thirty (30) days absent special circumstances and work primarily days. At this time, they can be used to augment the staffing levels and offset overtime as the contract allows. They will begin to accrue classification seniority which will carry with them when they receive a permanent assignment. If a site experiences an unexpected absence, they can request this employee to cover that shift as necessary.

5) Inapplicable Articles: The following contract Articles will not apply to trainees:
   - Article 9 – Seniority, except Section 1, Subd. 2.
   - Article 11 – Grievance/Mediation/Arbitration
   - Article 12 – Disciplinary Action
   - Article 20 – Work Schedule, Sections 1, 2, and 4.

As such, Trainees will be “at-will” employees and may be terminated at any time by the Employer without regard to the disciplinary and just cause provisions of the contract and without recourse to the grievance procedure in the contract. Once the Trainee has successfully completed the program, all provisions of the labor contract will apply.

6) Training Cost: Allina Health and the Union recognize that a significant investment is being made in providing this training opportunity. As such, Trainees are expected to accept regular employment status at the completion of the program. The costs of the program shall accrue at a rate of $1,000.00 per level the Trainee completes, and the total will be forgiven at a rate of $250.00 per month for every month the employee remains employed by Allina Health. If the employee decides to sever his/her employment, Allina Health may pursue any means necessary to recover outstanding balance.

7) Limitation on Transfer after Placement into Engineer Position: After a Trainee finishes the three levels of the program and is placed into an open and approved engineer position as per Article
9, Section 6, the employee may not transfer or accept another position within Allina Health within 180 days of the permanent placement.

8) **Miscellaneous:**

- If a new Trainee position is established by Allina Health, that Trainee will rotate from site-to-site every thirty (30) days absent special circumstances, and work primarily days. Every other cycle the Trainee will work at PEI. The Trainee shall not be utilized to augment permanent staffing or offset overtime. The Trainee, however, will be assigned a “home site” which will be primarily responsible for managing the Trainee (e.g., evaluation, performance, management, scheduling, etc.).

- Once the Trainee has completed the program they will have earned a 1st Class B Boiler Operator’s License. They will be expected to maintain this license, post it, and be available to perform these duties as assigned or scheduled. They will carry dual seniority.

- A site may decide to establish their own Trainee position so long as it is in place of an existing Local 70 FTE and is being filled by an existing Local 70 member at the site. In that event, the site-to-site rotation portions of this provision will not apply.

9) **Compliance with Legal Authority:** This program must maintain compliance with all applicable legal authority, such as DOLI rules and requirements.

**Section 2. Lead Assignment.**

**Subd 1. Temporary Leads.** The Employer may establish and assign an employee to be responsible for direction of other employees or to coordinate work assignments in the absence of a supervisor. The employee will be assigned in accordance with this Article and when assigned for a period of two (2) or more hours will be paid a differential per this Agreement.
Subd 2. On-Going Lead Positions. The Employer may create on-going lead positions who will be assigned lead duties even when the supervisor would normally be on duty. A lead person will retain seniority in their normal classification and will be paid a differential per this Agreement.

Subd 3. Selection of Lead. The Facility will determine the duties and relevant qualifications for a lead position. The lead position will be given to the most senior, based on classification seniority, qualified individual who has applied and/or noted interest for the lead position.

Subd 4. Duties of a Lead Position. The typical duties of a lead person are as follows: assisting the Maintenance Supervisor with assignment of work orders; ordering supplies and parts; monitoring the status of work; inspecting completed work against standards; analyzing and resolving work problems; assisting the coordination of a utility shutdown; filling in for others as needed; participating in meetings; coordinating work with outside contractors and vendors; providing direction to assigned personnel; and acting as a resource person for other staff (subject matter expert).

Section 3. Training Position.

Subd 1. Establishing a Training Position. The Employer and Union may agree to establish a Training Position at one or more of the facilities covered by this Agreement. The decision to implement the use of a training position will be made at each facility by side letter of agreement.

Section 4. Flexibility of Work Assignments.

Subd 1. Performing Work of Another Classification. Employees may be assigned to perform work of another classification so long as:

A. The work is incidental and/or a minor part of a project/task the employee is assigned to complete, or

B. It is an emergency where immediate assistance is needed to prevent
damage to property or injury to individuals, or

C. It is to provide training in accordance with a mutually agreed to Facility Training Plan (see Article 7), or

D. It is to provide experience needed for an employee to complete their Developmental Plan (see Article 7) providing the plan has mutually been agreed to by Local 70 and the Allina facility.

ARTICLE 9 – SENIORITY

Section 1. Definitions.

Subd 1. Allina. "Allina", for the purposes of this Article, shall mean Allina Health and its predecessor and acquired organizations.

Subd 2. Employer Seniority. Employer seniority shall be established as of the employee's most recent date of employment with Allina.

Subd 3. Classification Seniority. Classification seniority shall be established as of the employee’s most recent date of employment at the job site in a classification covered by this Agreement.

Section 2. Seniority Rights.

Subd 1. Qualifying. Employees covered by this Agreement, upon successful completion of the initial probationary period will be entitled to seniority rights from their most recent date of hire.

Subd 2. Part-Time Seniority. Regardless of seniority credit, full-time employees will have seniority rights over part-time employees. If a full-time employee reduces hours for medical reasons, the employee will continue to be classified as full-time for purposes of seniority. An employee’s time on paid and/or unpaid leave will not change their seniority date.
Subd 3. Loss of Seniority. Seniority will be lost by any of the following:

A. Voluntary quit  
B. Discharge for cause  
C. Failure to return from layoff within two (2) weeks after being notified to return by certified mail sent to the employee's last known address  
D. Retirement

Section 3. Benefit Eligibility. Employer seniority shall be used in determining an employee's eligibility to benefits under this Agreement.

Section 4. Layoff. Layoff shall be by classification at the job site where the reduction is needed in the inverse order of seniority (i.e. last one hired first one laid off). If the employee being laid off has seniority in another classification, he/she may bump (displace) the least senior employee in that classification providing the laid off employee has more classification seniority than the employee being bumped.

Subd 1. Notice. In the event a layoff becomes necessary, the Employer will notify the Union and the employee(s) to be laid-off, in writing, at the earliest opportunity, but the notice shall not be less than two (2) weeks before the date of the layoff.

Section 5. Recall from Layoff. Employees shall be recalled in the reverse order of layoff by certified mail sent to the employees last known address. It is the responsibility of the employee on layoff status to keep the Employer informed of any change of address. From the date of layoff, the employees recall rights will continue for a period of up to three (3) years. During the period of layoff, if an employee voluntarily accepts another position within the organization, he/she forfeits their rights to recall into their former position.

Section 6. Job Openings.

Subd 1. Bidding. When an opening occurs, employees within the classification at the job site of the opening will have the first right to bid for the opening. The awarding of such opening will be to the most senior, based on classification seniority, qualified employee. If no
employee in the classification bids for the position, it will be offered system-wide to other job sites and awarded based on the most qualified candidate for the position.

Subd. 2. Posting and Vacancies. All vacancies will be posted for not less than seven (7) calendar days at all sites. Employees who desire the position will use the facility's internal application procedure, on or before the date the posting closes.

Subd. 3. Limited Return Rights. An employee may return to their former classification, within the first thirty (30) days after being awarded a position in a different classification, providing the vacant position in their former classification has not yet been filled.

Section 7. Notice to the Union. The Employer will notify the Union office when an external candidate is being sought for an open position covered by this Agreement. The notice will include required and preferred skills, specialty background desired and the work shift, if known. The Union may refer interested applicants to the Employer for the open positions.
ARTICLE 10 – WAGES

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<th>Classification</th>
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<th>Pay Period Closest to: 5/1/2019</th>
<th>Pay Period Closest to: 5/1/2020</th>
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<tbody>
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<td>Master Electrician</td>
<td>$42.14</td>
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<td>Level 3</td>
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<td>$32.24</td>
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</table>

Lead Pay: Lead Pay will be an additional ten percent (10%) of the classification rate.

ARTICLE 11 – GRIEVANCE/MEDIATION/ARBITRATION

The parties acknowledge our intent is to seek to resolve differences by use of an interest-based problem solving approach. However, we also acknowledge there may be situations where good faith differences do exist. It is for these situations the Grievance Procedure is used.
Section 1. Grievance Procedure. The parties agree that the purpose of the Grievance Procedure will be used to resolve disputes and/or disagreements that may arise from interpretations of this Agreement or other mutual agreements that have been formalized in writing or past practices without a sunset clause. The parties desire when disagreement and/or disputes arise they be resolved at the earliest step and take into account the interest of all parties. The following steps will be used.

**Step 1.** Our primary interest is in resolving issues through the employee and their supervisor. The employee and/or steward/designee if desired, shall meet with the immediate supervisor to discuss and resolve the issue. The resolution shall not set a precedent unless approved by the Union Business Representative and the Human Resources Department.

**Step 2.** If the issue is not resolved in the Step 1 discussion, the employee and/or union may submit the issue in writing to the Human Resources Department with a copy to the Department Manager within fourteen (14) calendar days after the occurrence. Within thirty (30) calendar days after the submission of the written grievance, a meeting to review the grievance shall be held among representatives of the Employer and the Union. 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 made in writing and must be received by the other party within fourteen (14) calendar days following receipt by the Union of the Employer's written reply to the grievance, unless in accordance with Section 2, the parties agree to mediate the grievance.

Section 2. Mediation. After completion of Step 2 in the grievance process, up to the convening of any arbitration hearing, the parties may mutually agree to enter into mediation as an alternative means to resolve the issue. During the mediation process, the time limits in this article shall be suspended. Mediators from the Federal Mediation and Conciliation Services shall be used unless the parties mutually agree to another source. Any agreement made shall be put in writing with copies to all parties involved. As such time that
either party or the mediator involved determine that agreement cannot be reached, the grievance may be submitted to arbitration as described in Section 3 of this Article. Any options discussed in the mediation process will not be raised during arbitration.

Section 3. Arbitration.

Subd 1. Selection of Arbitrator. The arbitration request shall be referred to a neutral arbitrator selected by the parties. In the event 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 Conciliation Services.

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, 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 4. Time Limits. The time limitations set forth herein relating to the time for filing a grievance and a demand for arbitration shall be mandatory. The time limitations provided herein may be extended by mutual agreement of the Employer and the Union.

**ARTICLE 12 – DISCIPLINARY ACTION**

After successful completion of the probationary period disciplinary action may only be imposed for cause.

The normal disciplinary sequence will be as follows:

1. Verbal warning
2. Written warning
3. Suspension without pay (copy to the union office)
4. Demotion or discharge (copy to the union office)

This section will not be interpreted to prevent the Employer from discharging an employee immediately for cause, nor from changing the above sequence depending upon the severity of the action for which the discipline is being administered.

ARTICLE 13 – RESIGNATION

An employee electing to resign is required to give the Employer a two (2) week written notice and is expected to continue service with the Employer during the notice period. Failure to give such notice shall result in loss of any accrued vacation.

ARTICLE 14 – PART-TIME AND TEMPORARY EMPLOYEES

Section 1. Temporary Employees.

A. Temporary employees who work six (6) months or less will not be entitled to benefits under the Agreement except the hourly wages and shift differential.

B. Temporary employees who work more than six (6) months will receive all benefits covered by this Agreement at the appropriate level, except seniority rights.

C. Temporary employees will not exceed one (1) calendar year of employment.

D. All temporary employees will be laid off before regular employees are laid off.

E. Temporary employees will not have recall rights, nor will they have the right to bid for regular openings, but they may apply for such openings.
F. Temporary employees, if hired for a regular position, will have their seniority start the day they are hired to fill the regular position.

Section 2. Part-Time Employees. Part-time employees receive vacation and sick leave on a prorated basis based on paid hours. All part time employees, regardless of their authorized FTE, receive holiday pay at two and one-half (2 1/2) times the regular rate of pay for all hours worked on the holiday. Part-time employees who do not work on the holiday do not receive holiday pay. Part-time employees are not eligible for floating holidays. Health, dental and life insurance benefits are provided to part-time employees under the terms and conditions specified in the contract.

ARTICLE 15 – PROBATIONARY PERIOD

The first ninety (90) calendar days of employment for a new employee is a probationary period. An employee may be terminated with or without cause during the probationary period. The Facility, when a reason exists, may extend a new employee's probationary period for an additional sixty (60) calendar days of employment with mutual agreement of the Union and Employee.

ARTICLE 16 – SYSTEM TRANSFERS

Employees who are accepted for employment at another job site within the bargaining unit, will retain accrued sick leave, vacation, and vacation accrual level. Waiting periods will be waived for benefit plans. Seniority rights are covered by Article 9 of this Agreement.

ARTICLE 17 – PARKING CHARGES

The Employer reserves the right to establish and modify parking charges.
ARTICLE 18 – PERSONAL VEHICLES

Employees shall not be required to use personal vehicles for employer business. Any employee electing to do so shall be reimbursed at the facility's normal mileage rate.

ARTICLE 19 – LEAVE OF ABSENCE

Section 1. Bereavement. An Employee may be granted up to three (3) days leave without loss of pay in case of a death in the family. Family includes the following:

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

Bereavement leave days, with the approval of the Employer, need not be consecutive, and are to be used to replace days the employee is scheduled to work. If additional days off are needed, they should be taken as vacation days, floating holidays, or unpaid time, subject to approval of the immediate supervisor.

Bereavement leave for those not included in the definition of family in this Agreement, but who have played a significant parental role in the employee’s life, can be requested by an Employee, subject to review and approval by departmental supervision in consultation with Human Resources. An example might be an Aunt or Foster Parent who raised the employee.

Section 2. Jury Duty. Employees shall be granted a leave of absence without loss of pay for jury duty. Employees will be compensated for the difference between jury duty pay and their regular straight time earnings including shift premium. Employees who report for jury duty will be considered as if they were scheduled on the first shift and they will report to work to complete the first shift on any day in which they are relieved from jury duty before noon.

Section 3. Personal Leave. Leaves of absence, without pay, for reasons other than personal illness, FMLA or other approved medical leave under Allina’s policies, may be granted at the discretion of the Employer. No benefits will
accrue during the leave of absence.

Section 4. Leave of Absence Procedure. All requests for leaves of absence will be submitted to the Employer in writing. The Employer will notify the Union of all leaves of absence granted for a period of more than seven (7) days. The maximum period of any leave of absence will be six (6) months except as eligible under FMLA in accordance with facility policy.

ARTICLE 20 – WORK SCHEDULE/PREMIUM PAY

Section 1. Normal Work Schedule. Eight (8) hours shall constitute a normal workday, except as provided in Section 2. Eighty (80) hours shall constitute the normal two (2) week period. All hours worked per day and days worked shall be consecutive. If a schedule based on eight (8) consecutive hours cannot be maintained for the week, other hourly arrangements which meet with the approval of the engineers and the Union may be made.

Section 2. Alternative Work Schedule. The Employer and the Union may agree on a pattern of work schedules that provide for work in excess of eight (8) hours per day for some or all employees. Work schedules established pursuant to the provisions of this Section shall be subject to the following:

Subd. 1. Review. An employee shall have an opportunity to review alternative work schedules being considered prior to volunteering for an alternative work schedule. The Employer and Union shall retain written documentation that an employee has agreed to an alternative work schedule. An employee will have the right to opt out of the alternative work schedule for the first ninety (90) days. After ninety (90) days, the alternative scheduling can only be revoked by the Union, or by the Employer with a thirty (30) day advance notice.

Subd. 2. Work Schedule/Overtime. The basic work period shall be forty (40) hours per week (instead of 8 hours per day/80 hours per two-week period). An employee will be paid time and one-half (1-1/2) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in Section 3 of this Article.
Subd. 3. Paid Leave. Sick leave and vacation shall be accrued and used on a prorated basis, holidays will be paid on the normal scheduled hours worked in a day.

Section 3. Overtime.

Subd. 1. Eligibility. The overtime rate of one and one-half (1-1/2) times the basic hourly rate shall be paid for all hours worked over eighty (80) in a scheduled two (2) week payroll period, or on all hours worked over eight (8) hours in any one (1) day, except as provided for in Section 2 of this Article.

The overtime rate of two (2) times the basic hourly rate, for full time staff, shall be paid for all consecutive hours worked which exceed 50% of their regular schedule; for example, 8-hour shift receives double-time after twelve (12) hours worked, or an alternative 10-hour shift receives double-time after fifteen (15) hours worked.

The process of awarding overtime will be mutually developed between the parties at each individual Business Unit.

Subd. 2. Pyramiding. Overtime payments shall not be pyramided.

Subd. 3. Time Off. An employee shall not be required to take time off for overtime worked.

Subd. 4. Computation of Overtime. All paid hours will be considered hours worked for the purpose of computing overtime except as provided in Article 22, Holidays, Section 2.

Section 4. Change of Schedule. At least thirty (30) days advance notice in change of scheduling will be posted on the bulletin board except for shift vacancies caused by leaves of absence or medical leaves which shall require at least fifteen (15) days advance notice. This shall not apply to emergencies, shift vacancies caused by resignation, vacation coverage and to temporary changes made by the employees in work schedules for their own convenience, which are acceptable to the Employer.
Section 5. Call Back.

All Hospitals. Employees who have completed their shift or who on their regularly scheduled day off are called back to work shall be guaranteed a minimum of four (4) hours at the normal rate of pay. Call back hours will be calculated as hours worked in determining overtime.

Abbott Northwestern, Mercy, United and Unity Hospitals Only. Employees called back to work for specific work and who are not being paid on-call shall be compensated a minimum of four (4) hours at time and one-half (1 ½) or actual hours worked, whichever is greater. Employees shall be allowed to leave after addressing specific problem that the employee was called in to work on.


Subd. 1. Definition.

A. Afternoon Shift. A shift where the majority of the hours occur after 3:00 p.m.

B. Night Shift. A shift where the majority of the hours occur after 7:30 p.m. or before 9:00 a.m.

C. When this occurs all hours on the shift are paid shift premium.

Subd. 2. Shift Premium. Effective May 1, 2008, the afternoon shift differential will increase to one dollar and twenty five cents ($1.25) per hour. Effective May 1, 2008, night shift differential will increase to two dollars and fifty cents ($2.50) per hour.

Subd. 3. Weekend Premium. Effective May 1, 2008 employees working weekend shifts (7a Saturday through 7a Monday) will be paid an additional $0.25 cents per hour for each hour worked. Effective May 1, 2009 the weekend premium will be $0.50 per hour. Effective May 1, 2010 the weekend premium will be $0.75 per hour.
ARTICLE 21 – SICK LEAVE

Section 1. Sick Leave Accrual. Employees will be entitled to sick leave with pay for personal illness, not to exceed the accumulated amount. An employee who is suspected of misusing sick leave, who uses excessive sick leave, or whose sick leave use follows a pattern, may be denied the use of sick leave unless satisfactory evidence of the employee’s illness is presented to the Employer. Sick leave will be earned and accumulated at the rate of eight (8) hours for every 173.3 hours paid that the employee is continuously employed until seven hundred and twenty (720) hours of sick leave have been earned and accumulated. So long as an employee has seven hundred and twenty (720) hours of accumulated and unused sick leave to his/her credit, he/she will earn and accumulate no further sick leave. If and when any of the accumulated sick leave is used, then the employee will accumulate sick leave at the rate herein specified until he/she again has reached an accumulated credit of seven hundred and twenty (720) hours of accumulated and unused sick leave. The maximum accrual for less than full-time employees shall be prorated based on FTE status.

All of the employees who are absent from work for not more than six (6) months due to an injury or illness shall retain full employment rights over their former job and be reinstated by the Employer upon the employee’s request. The Employer may require certification by a physician as to the employee’s ability to resume his/her former duties. During such six (6) month period, the Employer shall continue to pay the employer portion of the premium coverage for health benefits as provided in this Agreement.

Section 2. Sick Leave Incentive. When an employee has reached the maximum allowable sick leave accumulation additional sick leave which would have otherwise been lost will be converted to vacation at a ratio of 2:1 up to a maximum of forty (40) additional vacation hours on an annual basis. An automatic conversion will occur when sixteen (16) hours of sick leave which would have been lost over the maximum has accrued. Those sixteen (16) hours will convert to eight (8) hours of vacation which will be added to the employee’s vacation balance.

All provisions of this incentive shall be prorated for less than full-time employees based on their FTE status.
ARTICLE 22 – HOLIDAYS

Section 1. Work on Designated Holidays. Employees required to work on any of the following six (6) holidays shall be paid at the rate of two and one-half (2 1/2) times for all work performed on such holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Hours worked in excess of their regularly scheduled work hours shall be paid at the rate of two and one-half (2½) times the regular rate of pay, however, no additional amounts shall be paid as overtime pay. For Premium Pay purposes a holiday shall be considered to be a twenty-four (24) hour period, commencing with the night shift (11:00 p.m.) just previous to the actual holiday, (ie. 11:00 p.m. July 3 for Independence holiday) and ending at 11:00 p.m. on the holiday (July 4). An employee requested to work less than a full shift shall be paid at the rate of two and one-half (2½) times for all hours worked that day, plus straight time for the difference in hours of a regular shift.

Section 2. Holiday Falls on Regular Work Day. When a holiday falls on regular work day all regular full-time and part-time employees, who are regularly scheduled .5 or above shall be paid their regularly scheduled work hours at straight time pay for each of the holidays listed above when the employee is not scheduled to work that day.

Section 3. Holiday Falls on Regular Day Off. When a holiday falls on employee’s normal day off, the Facility at its discretion may substitute a day off with pay in lieu of considering the holiday as hours worked. The alternative day must be mutually agreed to and taken within one week prior to the holiday and not more than thirty (30) days following the holiday.

Section 4. Floating Holidays. In addition to the above, all eligible employees shall receive five (5) floating holidays per year, except for the employees in their first year of employment who shall receive one (1) floating holiday per quarter worked during the first calendar year of employment. They shall be taken at a time mutually agreed upon by the employer and the employee. The floating holidays must be taken each calendar year or they shall be lost.
ARTICLE 23 – VACATION

Section 1. Vacation Earnings. Employees covered by this Agreement will earn vacation in accordance with the following schedule:

Subd. 1. 0 to 3 years of Completed Service. Employees will earn eighty (80) hours of paid vacation each year.

Subd. 2. 4 to 8 years of Completed Service. Employees will earn one hundred twenty (120) hours of paid vacation each year.

Subd. 3. 9 or more years of Completed Service. Employees will earn one hundred sixty (160) hours of paid vacation each year.

Subd. 4. Effective May 1, 2005: Employees with twenty (20) years of service will receive four (4) additional days.

Effective May 1, 2006:

Employees with 16 years of service will receive one (1) additional day. Employees with 17 years of service will receive two (2) additional days. Employees with 18 years of service will receive three (3) additional days. Employees with 19 years of service will receive four (4) additional days. Employees with 20 years of service will receive five (5) additional days.

Subd. 5. Years of Service Credit. When calculating vacation earnings under this provision, an employee is credited for one (1) year of service for each year of employment completed based on the Employer Seniority date. The credit is made on the anniversary date.

Section 2. Credit Vacation. Employees will have the vacation earned credited for use each payroll period. Accrued vacation will carry over from year to year, up to a maximum accrual of 320 hours. Effective January 1, 2010 the maximum accrual shall be 280 hours.

Section 3. Vacation Scheduling. Vacations will be scheduled in accordance with the procedure outlined in the site addendum.
Section 4. Vacation Pay. During the time the employee is on vacation,
vacation pay shall be at the hourly rate, including shift premiums if applicable
for the shift that the employee would otherwise be scheduled to work.

Section 5. Terminal Vacation. An employee will be paid for all earned/credited
vacation time when their employment terminates, providing the employee gives
written notice of termination at least two (2) weeks in advance.

ARTICLE 24 – HEALTH AND DENTAL INSURANCE

Section 1. Medical Insurance Plan. Employees covered by this Agreement will
be eligible to participate in the Employer’s hospital and medical benefit plan.
Any changes to the Employer’s Plan shall be applicable to employees covered
by this Agreement. The Employer will advise the Union of any premium
increases as soon as possible.

Section 2. Employer Contribution Toward Health Premiums.

Subd. 1. Single Coverage. The Employer agrees to pay eighty-five
percent (85%) of the premium cost for employee only (single)
hospital/medical insurance coverage.

Subd. 2. Single Plus One or Family Coverage. The Employer will pay an
amount equal to seventy percent (70%) of the difference in the
premium cost of single hospital/medical insurance and the premium
cost of single plus one or family hospital/medical insurance for
employees selecting single plus one or family coverage.

Section 3. Employee Cost for Health Insurance. The Employer will withhold
from employees’ wages such sums as the Employer may be requested, in
writing, to withhold by the employees for the purpose of carrying
hospital/medical insurance through the Employer.

Section 4. Alternate Plan. In the event the Union institutes its own health 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 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 (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
health plan coverage under Section 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 5. Dental Insurance. The Employer will provide and pay the premium
cost for single coverage. Family and single +1 coverage will be available at
employees expense.

Section 6. Insurance During Disability. During a six (6) month disability leave,
the Employer shall continue to pay the employer portion of the medical
premiums as provided in this Agreement.

ARTICLE 25 – LONG TERM DISABILITY

Section 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.

Eligibility for benefits and all payments hereunder shall be subject to the
terms and provisions of the insurance contract establishing the long-term
disability plan.

Section 2. Benefit Level. Employees shall receive sixty five percent (65%) of
covered monthly compensation up to a maximum benefit of four thousand
dollars ($4,000). Covered monthly compensation shall be the employee’s
regular monthly wage excluding any overtime and shift differential. Monthly
payments shall be offset by any payments arising from individual’s
employment, received by the employee or dependents under the Federal
Social Security Act, under the Minnesota Workers' Compensation Act, and
under any employer-sponsored pension plan.
Section 3. Duration. Benefits shall be payable in the event of an employee's disability as defined in the insurance contract providing the benefits herein. Duration of disability benefits shall be as follows:

<table>
<thead>
<tr>
<th>Age (at Disability)</th>
<th>Maximum Benefit Payment Period (following Disability Qualifying Period)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age 62 or under</td>
<td>The employee's 65th birthday or the date the 42nd monthly benefit is payable</td>
</tr>
<tr>
<td>Age 63</td>
<td>The date the 36th monthly benefit is payable</td>
</tr>
<tr>
<td>Age 64</td>
<td>The date the 30th monthly benefit is payable</td>
</tr>
<tr>
<td>Age 65</td>
<td>The date the 24th monthly benefit is payable</td>
</tr>
<tr>
<td>Age 66</td>
<td>The date the 21st monthly benefit is payable</td>
</tr>
<tr>
<td>Age 67</td>
<td>The date the 18th monthly benefit is payable</td>
</tr>
<tr>
<td>Age 68</td>
<td>The date the 15th monthly benefit is payable</td>
</tr>
<tr>
<td>Age 69 or older</td>
<td>The date the 12th monthly benefit is payable</td>
</tr>
</tbody>
</table>

Section 4. Coverage. Employees shall be covered by the plan on the first (1st) day of the month following the completion of their probationary period. Benefit payments will commence after a qualifying period of ninety (90) days. Eligibility for benefits and all payments hereunder shall be subject to the terms and provisions of the insurance contract establishing the long-term disability plan. Copies of the summary plan descriptions shall be provided to the Union and to all eligible employees.

ARTICLE 26 – LIFE INSURANCE

The Employer shall provide and pay the cost of a group term life insurance plan in the amount of $65,000.

ARTICLE 27 – PENSION

The Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers ten percent (10%) of their classification rate for each hour paid in the preceding month for all employees covered by this Agreement.
The Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers and by any amendments to said Trust Agreement communicated to it.

The Employer designates as its employer representatives of said fund trustees as they are now named in said Agreement and Declaration of Trust, together with their successors selected in the manner provided in said Trust Agreement as the document now exists or may be amended from time to time.

**ARTICLE 28 – TOOLS**

The Employer agrees to furnish and replace necessary tools. 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 Facility Labor Management Committee.

**ARTICLE 29 – NO STRIKE OR LOCKOUT**

The Employer and Union recognize that it is essential to provide for continuity of patient care. Accordingly, it is agreed that there shall be no strike or lockout of any kind whatsoever during the term of this Agreement.

**ARTICLE 30 – 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 31 – INCENTIVE COMPENSATION PLAN FOR COST REDUCTION/PRODUCTIVITY IMPROVEMENTS

Intent. It is recognized that the interests of Allina and Local 70 members are mutual in creating a satisfying and productive work environment and a successful health care system. It is in this spirit of cooperation that the following incentive plan relating to cost reduction actions is agreed upon.

1. Local 70 and The Allina Facilities covered by this Agreement will participate in the Incentive Compensation Plan. The Plan will have two (2) sections: one dealing with a portion of cost savings going to the Training Fund at each site; the other dealing with a cash payment to Union members at each site where the savings was generated.

2. The Union and Management, at each site, will develop a bargaining unit site specific cost reduction plan, through the Local Labor Management Committee.

The Cost Reduction Process will:
   a. mutually identify the areas to focus on for cost reductions
   b. mutually identify the net cost savings
   c. identify processes to track progress
   d. develop reporting mechanisms
   e. agree to a dispute resolution process when consensus cannot be reached.

3. The ‘first years’ savings starts as of the date the site begins to realize the savings and it goes forward for a total of twelve (12) months. This may result in a partial payment on May 1st with remaining savings paid the following May 1st.

4. Verifiable cost savings achieved through the bargaining unit cost reduction plan will be shared in the following way:
   a. 10% of first years net savings will go to the site training budget as a reinvestment in the crew
   b. 10% of first years net savings will be paid in a lump sum, on a bargaining unit site specific basis, to the members at the site where
the savings was achieved. Site savings will be distributed equally between all Local 70 members at the site realizing the cost saving.

5. Net savings will go to the Training budget and to the Local 70 members as soon as practical following May 1st of each contract year.

6. Cost reduction savings which are eligible for the Plan are those initiated on or after April 1, 2000.

7. Eligible savings are those identified in the site cost reduction plan and which are jointly identified by labor and management through the local LMC and which involves the Local 70 member to implement the action in order to realize the savings.

8. Base work at the site is primary. Cost reduction initiatives are in addition to accomplishment of base work.

9. The cost of acquiring tools and/or equipment necessary to achieve the cost reduction will be considered part of the cost of implementation.

10. To the extent that business conditions allow, no employee covered by this agreement will lose employment within Allina due to the above joint cost reduction plan.

11. The primary focus of cost reduction initiatives will be in areas that have a direct impact to the facilities operation budget.

**ARTICLE 32 – SAFETY EQUIPMENT**

Section 1 Safety Shoes. Employees in the following Local 70 classifications will be required to obtain and wear safety shoes as a term and condition of employment with Allina Health:

1. Carpenter/Painter
2. Electrician
3. Grounds Keeper
4. Grounds Keeper Helper
5. Maintenance Engineer
6. Master Electrician
7. Materials Handler
8. Operating Engineer

Subd 1. Employees may purchase any safety shoes that meet relevant safety requirements.

Subd 2. Employees will be reimbursed for the purchase of safety shoes up to one hundred fifty dollars ($150.00) per year or more frequently should the safety shoes become unserviceable in the course of work performed on behalf of Allina Health.

Subd 3. Allina will reimburse an employee the full amount for physician documented medically-necessary special safety shoes. Advance documentation and management approval required.

Section 2. Safety Glasses. Employees shall be reimbursed up to one hundred twenty-five dollars ($125.00) for prescription safety glasses/lenses once during the term of this Agreement.

ARTICLE 33 – TERM OF AGREEMENT

This Agreement shall be in full force and effect from May 1, 2018 until April 30, 2021. This Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate the Agreement is given by either party to the other at least ninety (90) days prior to the expiration date of the Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: Allina Health

Tony LaCroix-Dalluhn, VP Operations, Abbott Northwestern

Steve Waderich, Director, Abbott Northwestern

Douglas Pariseau, Manager, Mercy

Jolene Hanson, Manager, PEI

Michael John, Manager, Unity

Eric Krause, Manager, United

Jim McGlade, VP HR, United

Bob Doyle, HR Consultant, Abbott Northwestern

Timothy Ewald, Labor Relations Counsel

For: International Union of Operating Engineers Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Scott Marsyla, Business Representative

Tony Little, Mercy, Steward

Richard Snyder, United, Steward

Unity, Steward

PEI, Steward

Abbott NW, Steward

7-18-18

Date:

6/20/2018

Date:

SM/jcb/opeiu#12
Contracts/Allina
LETTER OF UNDERSTANDING #1
ALLINA FLEET POLICY
IMPLEMENTATION WITHIN REPRESENTED (UNIONIZED) EMPLOYEE GROUPS

2008 – 2012

INTENT
The Allina Health and the labor unions that represent employees within the Division have a shared interest in ensuring a safe and healthy work environment for its patients, customers, and employees. Toward that end, it is the intent of both the Allina Health and the unions to have the recently developed FLEET SAFETY POLICY within the Allina Safety Council’s Health & Safety Policy Manual apply to the represented employees. However, because the implementation of that Fleet Policy represents a change in the terms and conditions of employment, the following implementation procedure will be followed to inform represented employees of the existence of the policy and the implications to their work, and to fully implement the policy.

IMPLEMENTATION
Section 8 is the section of the policy that represents a change in the terms and conditions of employment, because driving violations occurring on personal time can now impact the ability to drive Allina owned and leased vehicles. Items 2 (Acceptable Drug Test Status), 3 (Proper Driver’s License) and 4 (Signed authorization for MVR check) of Section 8 must apply to all represented employees immediately. However, in order to allow for appropriate notification of represented employees and minimize negative consequences of the policy to their employment as they first become aware of the policy and its implications, the following will occur with regard to the implementation of Item 1, Acceptable Driving Record:

1. Communication
   The existence of the new Fleet Safety Policy will be communicated to each represented employee through two (2) mechanisms. First, the human resources department of the business unit will distribute a copy of the policy to each affected employee where the employee is primarily assigned. Second, a discussion about the Fleet Policy and its implementation will occur at each of the existing system and local Labor Management Committees.

2. Completion of Motor Vehicle Record (MVR) Check
   All current represented employees will complete the written authorization form that allows Allina to conduct the Motor Vehicle Record (MVR) check. (Allina has routinely done this MVR check in the past, but did not require a written authorization from the employee. The written authorization is now necessary because of a change in law).
3. Policy Sections Immediately In Effect
All sections of the Fleet Policy will immediately be in effect for all new hires, for current Allina Fleet Policy represented employees that meet the MVR criteria as listed in Section 8, and for transfers into positions that require the driving of Allina owned or leased vehicles as a term and condition of the position.

For those represented employees whose acceptable driving record does not fall within the Minimum Acceptable Driver Criteria, Item 1 will be phased in as follows:
- Current represented employees whose MVR check shows them not meeting the Minimum Acceptable Driver Criteria in Section 8 will be informed of such by their Department Manager.
- A conference will be held with the employee, a union representative, the employees manager, and the Fleet Safety Manager (where applicable) to review the driving record and discuss whether the driving record, based on the established acceptable driving criteria, restricts the employee from driving any Allina owned or leased vehicle until such time as the driving record again meets the criteria. If after review and discussion the driving record is found to be unacceptable and a driving restriction is made, the above-named group will problem-solve options that will allow the employee to continue their other work duties and current FTE status.
- If there is disagreement among the management and union parties about whether or not a driving restriction should be made or acceptable problem solving options to protect the employees other work duties and FTE status cannot be reached, a member of Allina’s Labor Relations Department and the Business Agent for the Union will be brought in for consultation and recommendation for further problem solving.

For: Allina Health

[Signature] 7/18/2018

For: International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager 6/12/2018

Scott Marsyla, Business Representative 6/12/2018

Abbott NW, Steward 6/19/2018

SM/jcb/opeiu#12
Richard Sylver 6/15/2018
United, Steward

[Signature]
6/21/2018
Unity, Steward

[Signature]
6/25/2018
PEI, Steward

Tony L. biosci
6/25/2018
Mercy, Steward
LETTER OF UNDERSTANDING #2
between
MERCY, UNITY AND PHILLIPS EYE INSTITUTE
and
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70, AFL-CIO

SUBJECT: Snow Removal On-Call Pay

Intent: Mercy Hospital, Unity Hospital and PEI, operating units of Allina Health, wish to compensate Local 70 bargaining unit classifications who are scheduled for on-call duty for snow removal.

Process and Guidelines
- Employee will be compensated $240.00 per week they are on-call.
- Payment will be made regardless of whether or not the employee is actually called in for duty.
- Shifts shall be one (1) full week in length (e.g. beginning Monday at 7:00 am and ending 7:00 am the following Monday).
- The on-call schedule will be developed annually for the entire snow season.
- Snow removal process will follow established policy.
- For PEI, employees qualifying for this on-call pay will not be eligible for the $4.95 per hour on-call pay referenced in Letter of Understanding #85.

For: Allina Health

For: International Union of Operating Engineers, Local No. 70

Effective Date - November 5, 2001
Revised Date – May 1, 2018

David Monsour, Business Manager
Scott Marsyla, Business Representative
PEI, Steward
Mercy, Steward
Unity, Steward

7/18/2018
7/18/2018
6/12/2018
6/12/2018
6/25/2018
6/25/2018
6/25/2018
6/25/2018

SM/jcb/opeiu#12
LETTER OF UNDERSTANDING #3
between
MERCY, ABBOTT NORTHWESTERN, AND UNITY
and
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70, AFL-CIO

Mercy, Abbott Northwestern, and Unity, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

Engineers who are regularly scheduled or assigned to perform work at least once per quarter in both the Maintenance Engineer and Operating Engineer classifications shall hold full seniority in both classifications.

For: Allina Health

[Signature]
7/18/2018

For: International Union of Operating Engineers, Local No. 70

[Signature] David Monsour
6/12/2018
David Monsour, Business Manager

[Signature] 6/13/2018
Scott Marsyla, Business Representative

[Signature] 6/17/2018
Abbott NW, Steward

[Signature] 6/25/2018
Mercy, Steward

[Signature] 6/24/2018
Unity, Steward

SM/jcb/opeiu#12
LETTER OF UNDERSTANDING #4
between
UNIVERSITY HOSPITAL
and
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70, AFL-CIO

United Hospital, hereinafter referred to as the Employer, and the
International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter
referred to as the Union, agree to the following:

The Classification seniority clause in Article 9, Section 1 shall be
interpreted to be one (1) classification for purposes of seniority at the
United facility only.

For:  Allina Health

[Signature]
7/19/2018

For:  International Union of
Operating Engineers, Local No. 70

[Signature]
6/12/2018
David Monsour, Business Manager

[Signature]
6/12/2018
Scott Marsyla, Business Representative

[Signature]
4/15/2018
United, Steward

SM/jcb/opeiu#12

45
LETTER OF UNDERSTANDING #5
between
PHILLIPS EYE INSTITUTE
and
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70, AFL-CIO

Subject: On-Call Pay

Effective October 18, 2008 Engineers at Phillips Eye Institute who are placed on an on-call status will be paid four dollars and ninety-five cents ($4.95) for all hours while on-call. On-call pay will not be considered time worked for the purposes of overtime, pension, or other benefits related to compensated hour. The on-call process and guidelines will be mutually developed between representatives of Local 70 and Phillips Eye Institutes.

Employees receiving the one hundred dollar ($100.00) on-call pay under Letter of Understanding #2 will not be eligible to also receive the pay under this Letter of Understanding for the same work.

For:  Allina Health  

For:  International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager  
Scott Marsyla, Business Representative  
PEI, Steward
LETTER OF UNDERSTANDING #6
between
UNITY HOSPITAL
and
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70, AFL-CIO

Subject: Early Reporting Premium

Based on Hospital needs, Local 70 Bargaining Unit Classifications at Unity Hospitals have agreed to report for work prior to the start of their regularly scheduled shifts. Upon mutual agreement between the employee and his/her manager, an employee’s shift has been adjusted so that they may leave upon completion of eight (8) hours of work. In order to meet the provisions of Article 20, Section 3 of the collective bargaining agreement the parties have agreed to the following when an employee, because of reporting early for their next workday shift, has worked eight (8) or more hours in the same work day.

1. Employees who are scheduled and report for work early prior to the start of their regular shift, and who are approved to leave early during their regularly scheduled shift will be paid a premium of one and one half (1.5) times their base salary from the time they report to work until the start of their regularly scheduled shift for that day.

2. For the purposes of Article 20, Section 3 of the collective bargaining agreement, such premium payments will be considered the same as overtime and will not be pyramided with any other overtime payments.

For: Allina Health

For: International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Scott Marsyla, Business Representative

Unity, Steward
LETTER OF UNDERSTANDING #7
between
ABBOTT NORTHWESTERN HOSPITAL
and
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70, AFL-CIO

Subject: Maintenance Technician Position

During the 2008 contract negotiations the parties discussed the establishment of a Maintenance Technician position that will be responsible for performing minor duties not requiring an Engineers or Electricians license and/or assisting the Engineer and Electricians. The specific job description will be developed by each of the hospitals for this position. The establishment of these positions will be under the following terms and conditions.

1. Maintenance Technician positions will not be utilized at the facility as long as there are bargaining unit employees with a higher rate of pay on layoff with recall rights to a position at the facility.
2. In the event of a reduction in force, Maintenance Technician positions will be eliminated prior to other bargaining unit positions.
3. The number of positions in this classification will be limited to two (2).
4. The duties and responsibilities of this position will be reviewed as a standing agenda item at the monthly ANW/Local 70 LMC meeting.
5. The FTE status for these positions will be between 1.0 FTE and 0.5 FTE.
6. The pay rate for Maintenance Technician positions will be as follows:
   a) Effective May 1, 2018 - $20.66 per hour
   b) Effective May 1, 2019 – $21.07 per hour
   c) Effective May 1, 2020 - 21.49 per hour

For: Allina Health

For: International Union of Operating Engineers, Local No. 70

[Signatures]

SM/jcb/opeiu#12

Abbott NW, Steward
LETTER OF UNDERSTANDING #8
between
ABBOTT NORTHWESTERN HOSPITAL
and
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70, AFL-CIO

Subject: Creation of Chief Operating Engineer – Lead Classification

Allina Health d/b/a Abbott Northwestern Hospital (the “Hospital”) created the Chief Operating Engineer – Lead classification for inclusion within the bargaining unit subject to the Collective Bargaining Agreement between the Hospital and International Union of Operating Engineers Local No. 70 (the “Union”). The Hospital and the Union have agreed that the base wage rate for the Chief Operating Engineer – Lead classification shall be an additional ten percent (10%) above the base wage rate listed in the table in Article 10.

As with other bargaining unit classification, the Hospital shall determine the qualifications of the Chief Operating Engineer – Lead classification. A person employed in this lead classification is not a supervisor under the National Labor Relations Act.

In the event the successful applicant for this position is chosen from the bargaining unit, that individual shall maintain seniority in both his/her existing classification and begin to earn seniority in the new classification.

For: Allina Health

[Signature] 7/18/2018

[Signature] 7/18/2018

For: International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

[Signature] 6/12/2018
Scott Marsyla, Business Representative

[Signature] 6/13/2018
Abbott NW, Steward
LETTER OF UNDERSTANDING #9
between
ALLINA HEALTH
and
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70, AFL-CIO

Subject: Smoking Policy

Allina Health, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

We have agreed to remove the sentence from our current policy that says "In addition, during working hours (including paid break time), employees are not permitted to use tobacco products regardless of whether they are on or off Allina Health premises." This means that employees on their breaks - paid or unpaid - may smoke off of Allina Health property.

The policy statement that says "The use of tobacco products is prohibited on all Allina owned and leased premises. 'Premises' includes grounds, parking lots/ramps, company owned vehicles, and employee vehicles parked on Allina owned and leased property" will remain intact in the policy. However, a Local 70 employee that is smoking in their car during the process of entering or exiting an Allina owned parking area will not be disciplined for this action. (see attachments)

With this agreement the smoking issue is resolved.

For: Allina Health

[Signature]
7/18/2018

For: International Union of Operating Engineers, Local No. 70

[Signature]
David Monsour, Business Manager
6/12/2018

[Signature]
Scott Marsyla, Business Representative
6/12/2018

SM/jcb/opeiu#12
Abbott NW, Steward  6/17/2018

Richard Sych  6/15/2018
United, Steward

Unity, Steward  6/21/2018

PEI, Steward  6/25/2018

Mercy, Steward  6/25/2018
MUTUALLY DEVELOPED OVERTIME PROCESS

Between
Abbott Northwestern Hospital and International Union of Operating Engineers,
Local No. 70, AFL-CIO

Purpose: We are committed to uphold the Allina values of stewardship and Our Commitment to Care as we contribute to a positive, safe, and effective work environment. As we review the process for overtime, we will follow these values in decision making process.

1. Overtime requirements will be identified by the manager or supervisor based on operational needs of the hospital with consideration of specific training/license requirements.
   a. Emergency needs for overtime will supersede the agreed upon process.
   b. Unscheduled absences that push staffing levels below minimum requirements will supersede the agreed upon process.

2. All overtime must be approved prior to working the shift. Overtime will be worked at the end of a scheduled shift, unless specifically required or posted by the manager or supervisor due to a clinical need or hospital requirement.

3. The employee will document overtime hours worked in the CMMS according to the posted work assignment.

4. If the employee is requesting to fill any posted overtime slot, they will sign the posting and their manager or supervisor will award the overtime based on the granting process.

Overtime Process: Overtime will be granted following this agreed upon process:
1. Seniority with least amount of overtime hours worked in the calendar year.
2. Skill levels whenever possible and according to union contract.
Overtime Process Agreement

Local 70, of the International Union of Operating Engineers, hereinafter referred to as the Union; and Abbott Northwestern Hospital, hereinafter referred to as the Employer, hereby agree to the following:

1. When overtime is available in the FOE classification, it will be offered to the most senior employee in the bargaining unit who has the least amount of recorded overtime hours, provided that this employee is not scheduled to work during the time that overtime is required.

2. If an employee declines overtime, the overtime hours offered will be treated as overtime hours worked for the purpose of recorded overtime hours, unless the employee is sick or on vacation at the time that overtime is required.

3. The employer will post a list of employees along with the overtime charged to each employee. The list will be used for the purpose of offering overtime. The following guidelines will be used to facilitate this process:

   a. The Employer is not required to place more than one (1) telephone call to an employee for the purpose of offering overtime work.

   b. No call is required if an employee is sick or on vacation at the time the overtime is needed and/or scheduled; or where the overtime immediately follows the employee’s shift and results from completing a project that he or she was working on during the shift; or the overtime is assigned to a specific individual because other available employees do not have the knowledge, skill or experience needed to perform the work. Trainees may be offered overtime if seniority list is exhausted and they have skills to perform the work.

   c. A page or text message to an employee who is working is the same as a telephone call.

   d. Employees may indicate that they do not want to be offered overtime by having a memo on file with the department indicating this. In this case when their name comes up on the list, overtime will be charged to them as if they had been called.

   e. An employee may also indicate a desire to work or not work a specific or available hours on a posting in the shop.

   f. New employees are credited the least senior overtime employee hours to determine placement on the list.
g. A list from payroll of overtime worked will be posted at a minimum of quarterly.

h. As of January 1st of each year the list will be zeroed and the process will start over.

4. When overtime is required and no employee agrees to work the overtime, the least senior employee who is not already scheduled to work on the shift in question, is on vacation, or on sick leave, is required to work the overtime.

5. In the event that this overtime agreement is violated by the Employer, the remedy shall be that the employee will be offered the next available overtime work. In no event shall the Employer be required to pay an employee for an overtime shift which he or she did not work.

For: Abbott Northwestern Hospital

[Signature]
9/18/2018
Steven Waderich, Director of Facilities

Bob Doyle, HR Generalist
9/18/2018

For: International Union of Operating Engineers, Local No.70

[Signature]
9/21/2018
David B. Menzies
Business Manager

Scott Marsyla, Business Representative
9/19/2018

Steven Trefether, Union Steward
9/19/2018