LABOR AGREEMENT

BETWEEN

ALOMERE HEALTH

AND THE

INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL NO. 70, AFL-CIO

JANUARY 1, 2019 - DECEMBER 31, 2020
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ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between Alomere Health, hereinafter called the EMPLOYER, and the International Union of Operating Engineers Union, Local No. 70, AFL-CIO, hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT’S interpretation and/or application; and

1.2 Place in written form the parties’ agreement upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2 - RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative for all employees in a unit composed of:

“All regularly scheduled full-time and part-time Patient Care Assistants (PCAs), Environmental Services employees, Unit Support employees, Sterile Processing Technician employees and Food and Nutrition Services employees, employed by Alomere Health, Alexandria, Minnesota.”

ARTICLE 3 - DEFINITIONS

3.1 EMPLOYER: Alomere Health.

3.2 EMPLOYEE: A member of the exclusively recognized bargaining unit.

3.3 FULL-TIME EMPLOYEE: An employee who is regularly scheduled by the EMPLOYER to work Forty (40) hours per week.

3.4 PART-TIME EMPLOYEE: An employee who is regularly scheduled by the EMPLOYER to work less than Forty (40) hours per week.

3.5 SCHEDULED SHIFT: A consecutive work period including lunch and rest breaks.

3.6 MEAL BREAK: A thirty (30) minute unpaid period during each eight (8) hour or longer SCHEDULED SHIFT. If an employee is called to duty by a supervisory employee of the EMPLOYER during said period, the meal period will be rescheduled or the employee shall receive extra financial compensation.
3.7 REST BREAKS: A fifteen minute paid rest period during each four (4) hours of work. If an employee is called to duty by a supervisory employee of the EMPLOYER during said period, the rest break will be rescheduled.

3.8 OVERTIME: For employees working under an “Eight and Eighty” (“8 and 80”) work agreement, work performed with the express authorization of the Employer in excess of eight (8) hours per day or eighty (80) hours in a two week pay period shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

For employees who agree to work under the alternative work period of forty (40) hours per week, work performed with the express authorization of the Employer in excess of forty (40) hours in a work week shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate.

3.9 PROMOTION: A change of an employee from a position of one work classification to a position in another work classification with more responsible duties and higher compensation.

3.10 TRANSFER: A change of an employee from one position to another position in the same work classification or to another work classification in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualification.

3.11 PROBATIONARY PERIOD: The first ninety (90) days of service at the Hospital of newly hired or rehired employees. During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period a promoted or reassigned employee may be replaced in the employee's previous position at the sole discretion of the EMPLOYER.

ARTICLE 4 - EMPLOYER AUTHORITY

4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this AGREEMENT.

4.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.
ARTICLE 5 - EMPLOYEE RIGHTS

5.1 The Hospital agrees to deduct payments from the earnings of each employee who has knowingly and voluntarily executed the dues and fees authorization card of the Union.

5.2 Deductions pursuant to Section 5.1 shall be made monthly and the Hospital shall, within thirty (30) days after the deductions are made, remit such directly to the Union together with a complete list of the names of the employees from whom deductions have been made and the amounts deducted.

5.3 The EMPLOYER shall notify the Union in writing of the hiring of any new Employee that will be affected by this AGREEMENT within one (1) month of the date of hiring. The written notice shall contain the name, address, work classification and the date of hiring of the new employee.

5.4 The EMPLOYER shall provide a bulletin BOARD for posting of Union meeting notices and related materials. Employees shall not post thereon any materials that are derogatory or offensive in nature.

5.5 The Union agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this ARTICLE.

5.6 The Union, upon written notification to the EMPLOYER, may designate one employee from each classification covered by this AGREEMENT to serve as Steward. The Steward shall be allowed reasonable time to investigate and resolve grievances, participate in contract negotiations, post Union notices and announcements, and transmit communications authorized by the Union to the EMPLOYER, provided that the Steward has notified and received the approval of the designated supervisor. The EMPLOYER shall allow the Stewards to switch scheduled shifts with other employees in their classification in order to participate in contract negotiations.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 DEFINITION OF A GRIEVANCE: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

6.2 PROCESSING OF A GRIEVANCE: It is recognized and accepted by the Union and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore by accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER.
during normal working hours provided that the Employee has notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

6.3 **PROCEDURE:** Grievances, as defined in Section 6.1, shall be resolved in conformance with the following procedure:

**Step 1.** An Employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within fifteen (15) calendar days after such alleged violation has occurred, present such grievance to their supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within fifteen (15) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth a nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested and shall be appealed to Step 2 within fifteen (15) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fifteen (15) calendar days shall be considered waived.

**Step 2.** If appealed, the written grievance shall be presented by the Union and discussed with the designated Human Resources official. The designated Human Resources official shall give the Union the EMPLOYER'S Step 2 answer in writing within fifteen (15) calendar days after such Step 2 discussion. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) calendar days following the Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) calendar days shall be considered waived.

**Step 3.** A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

6.4 **ARBITRATOR'S AUTHORITY**

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the
parties agree to an extension. The decision shall be final and binding on both the 
EMPLOYER and the Union and shall be based solely on the arbitrator's 
interpretation or application of the express terms of this AGREEMENT and to the 
facts of the grievance presented.

C. The fees and expenses for the arbitrator’s service and proceedings shall be borne 
equally by the EMPLOYER and the Union provided that each party shall be 
responsible for compensating its own representatives and witnesses. If either party 
desires a verbatim record of the proceedings, it may cause such a record to be 
made, providing it pays for the record. If both parties desire a verbatim record of 
the proceedings, the cost shall be shared equally.

6.5 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be 
considered “waived.” If a grievance is not appealed to the next step within the specified 
time limit or any agreed extension thereof, it shall be considered settled on the basis of 
the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an 
appeal thereof within the specified time limits, the Union may elect to treat the grievance 
as denied at that step and immediately appeal the grievance to the next step. The time 
limit in each step may be extended by mutual agreement of the EMPLOYER and the 
Union in each step.

ARTICLE 7 - SENIORITY AND STAFFING REDUCTIONS

7.1 Seniority shall be determined by the employee’s length of continuous employment with 
the EMPLOYER. Seniority rosters may be maintained by Human Resources on the basis 
of time in service and time within specific classifications.

7.2 A reduction of work force will be accomplished on the basis of seniority according to job 
classification in which a lay-off is made. Employees shall be recalled from lay-off on the 
basis of seniority according to job classification. Employees on layoff status shall be 
given the opportunity to fill an opening in another classification pursuant to ARTICLE 10 
of this AGREEMENT before the position is made available to someone outside the 
bargaining unit.

7.3 When reducing the number of employees scheduled on a particular shift in a particular 
department, the following procedure will be utilized:

A. Voluntary cancel shifts will be requested from employees on the affected shift in 
the department in accordance with the staffing patterns established for that shift in 
that department by the Employer.

B. If the needed reduction is not accomplished by the above, employees will be 
required to take cancel shifts in reverse order of seniority, provided that the more 
senior employees are qualified and properly oriented to perform the available
work. Employees shall not be required to take more than five (5) mandatory cancel shifts in any calendar year before being placed on layoff status.

C. An employee required to take a cancel shift will be given at least two (2) hours advance notice.

D. All eligible employees shall continue to accrue the following benefits when requested to take voluntary or mandatory cancel shifts:

Sick Leave
Vacation
Health Insurance
Salary Increments
Seniority

E. No employee shall be required to take more than two (2) cancel shifts in any one (1) pay period.

ARTICLE 8 - DISCIPLINE

8.1 The EMPLOYER will discipline Employees for just cause only. Discipline will be in one or more of the following forms:

(a) Oral reprimand;
(b) Written reprimand;
(c) Suspension; or
(d) Discharge.

8.2 Oral reprimands shall, whenever possible, be accomplished outside the presence of other employees or the public.

8.3 Suspensions and discharges will be in written form.

8.4 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall state the specific reason(s) for such action and/or the corrective action expected of the employee, and shall be read and acknowledged by signature of the employee. The employee and the Union shall receive a copy of such reprimand and/or notices.

8.5 Each employee who is disciplined within the meaning of this Article shall be entitled to have a written response, if any, included in their personnel file, if filed with the EMPLOYER within ten (10) calendar days of the issuance thereof.

8.6 The contents of an employee's personnel file shall be disclosed to the employee and/or the Union's the representative upon the written request of the employee.
8.7 During an investigation concerning disciplinary action the employee may, at the employee's request, have Union representation.

8.8 Disciplinary actions within the meaning of this ARTICLE, which are imposed upon an employee who has completed the initial probationary period as defined in ARTICLE 3 of this AGREEMENT, may be appealed through the grievance procedure outlined in Article 6.

ARTICLE 9 - OVERTIME

9.1 OVERTIME: For employees working under an “Eight and Eighty” (“8 and 80”) work agreement, work performed with the express authorization of the Employer in excess of eight (8) hours per day or eighty (80) hours in a two week pay period shall be paid at the rate of one and one-half (1-1/2) times the employee’s regular rate of pay.

For employees who agree to work under the alternative work period of forty (40) hours per week, work performed with the express authorization of the Employer in excess of forty (40) hours in a work week shall be paid at the rate of one and one-half (1-1/2) times the employee’s regular hourly rate.

9.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

9.3 Overtime shall be calculated to the nearest seven (7) minutes, consistent with Hospital payroll policy.

9.4 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the Employee from so working.

9.5 Overtime will be offered/assigned on an equitable basis.

ARTICLE 10 - PROMOTION/VACANCIES

10.1 All job vacancies within the bargaining unit shall be posted (which may be electronically) for a minimum of five (5) workdays. Employees must be in their current role for a minimum of six (6) months prior to bidding on an opening, requesting a transfer or making a job change.

10.2 Employees desiring to be applicants for the posted vacancy shall sign for the posted vacancy electronically.

10.3 The applicant with the most seniority as defined in ARTICLE 7 of this AGREEMENT shall be awarded the position, provided the employee has the necessary qualifications to perform the duties of the job involved. The determination as to whether or not an
applicant possesses the necessary qualifications is within the discretion of the EMPLOYER. In the event the Union does not concur in the determination, the applicant shall have the right to appeal through the normal grievance procedure.

10.4 Promoted employees shall serve a ninety (90) day probationary period. During this period, a promoted employee may be demoted to the employee’s previous position at the sole discretion of the EMPLOYER without resort to the grievance procedure.

10.5 Employees moving to a higher-rated classification pursuant to this Article will move to the wage Step in the new classification that is closest to the employee’s existing wage rate without resulting in a reduction.

ARTICLE 11 - CALL BACK TIME

11.1 Full-time and part-time employees who are called to duty during their scheduled off duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's hourly pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum. All hours worked on call back beyond the initial two (2) hours shall be paid at straight time or overtime, whichever is appropriate as defined in ARTICLE 9.

ARTICLE 12 - INSURANCE

12.1 The EMPLOYER shall pay life insurance coverage for each full-time employee in the amount of $50,000.

12.2 Employees regularly scheduled to work at least 40 hours per pay period will be eligible to participate in the EMPLOYER’S Health Insurance Program(s), as may be amended from time to time, on the same basis as management and non-contract employees. Employees will pay premiums for such benefits at the same rates as management and non-contract employees.

12.3 The EMPLOYER shall pay twenty ($20) dollars per month toward dental insurance coverage for Employees who choose to take dental coverage.

12.4 OPEN ENROLLMENT: The Employer will provide the Union with a side letter not to be appended to the CBA, confirming the Hospital’s agreement to ensure that open enrollment periods during the term of this Agreement will be scheduled to include two weekends.

ARTICLE 13 - HOLIDAY PROVISION

13.1 Full-time employees shall receive the following holidays:

  New Year's Day    Labor Day
Martin Luther King Birthday  Thanksgiving Day
Good Friday  Christmas Day
Memorial Day  One (1) floating holiday to be
Independence Day  taken at the mutual agreement of employee and
                   EMPLOYER.

13.2 All holidays except Thanksgiving and Christmas Day, must be taken by December 1st of each year. Thanksgiving and Christmas Holidays must be taken by December 31st of that year.

13.3 Holiday pay will be paid on a pro-ratio schedule, based on hours worked.

ARTICLE 14 - VACATION

14.1 Benefit eligible employees shall accrue vacation according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Rate of Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon date of hire</td>
<td>.0385/hour worked (80 hours)</td>
</tr>
<tr>
<td>After five (5) years</td>
<td>.0577/hour worked (120 hours)</td>
</tr>
<tr>
<td>After eight (8) years</td>
<td>.0769/hour worked (160 hours)</td>
</tr>
<tr>
<td>After fifteen (15) years*</td>
<td>.0808/hour worked (168 hours)</td>
</tr>
<tr>
<td>After twenty (20) years*</td>
<td>.0846/hour worked (176 hours)</td>
</tr>
</tbody>
</table>

*Effective as of January 1, 2020.

Employees, however, may not use any accrued vacation until after they have been employed for a minimum of ninety (90) days. Employees do not accrue vacation on hours worked over 80 in a pay period.

14.2 Employees who terminate will be paid for any unused vacation credit.

14.3 Employees may retain a balance of vacation throughout the year. Provided, however, that by December 31 of each year the balance must be reduced to the amount accrued/granted per year, or below.

14.4 Unless otherwise established within a Department between the manager and the Department’s employees, there will be a vacation sign-up period each year during the month of November, for requests for time off in the following calendar year. Vacation requests received on or before November 30 will be granted on the basis of classification seniority. For employees who have submitted a request during the sign-up period the Hospital will provide a response to their requests within fourteen (14) calendar days after the end of the sign-up period and shall post the vacation schedule showing all granted requests. Vacation requests submitted after November 30 must be in writing (or submitted electronically) and given to the employee’s supervisor at least two (2) weeks in
advance of the requested day(s) off. Such requests will be granted on a first-come, first-
serve basis where the Hospital can schedule qualified replacements. Supervisors shall
respond to such vacation requests within ten (10) calendar days after receipt of the
request. In the event more than one request is received on the same day, preference will
be given to the senior employee.

14.5 Employees shall be entitled to one (1) normally scheduled weekend (two (2) weekend
days) as vacation per year. After eight (8) years of service, employees shall be entitled to
two (2) normally scheduled weekends (four (4) weekend days) as vacation per year.
These weekend vacation times may be split and not taken as consecutive weekends.

ARTICLE 15 - SICK LEAVE

15.1 Full-time employees shall be credited with eight (8) hours sick leave for each month of
service, accumulative to seven hundred and twenty hours.

15.2 If an employee is permanently disabled, accrued sick leave shall be paid to the employee
on the regular payroll schedule.

15.3 Employees may use their accrued sick leave consistent with Minnesota law.

15.4 Sick leave will not be granted for absences from work on the day immediately preceding
or following a holiday, weekend or day(s) off when employee is not scheduled to work
unless satisfactory evidence of illness is presented to EMPLOYER.

15.5 An employee may draw on the employee's accrued sick leave during any period of time
the employee is unable to work because of sickness or injury on or off the job, consistent
with Minnesota state law.

15.6 In order to be eligible for sick leave with pay, an employee must report promptly to the
employee's supervisor the reason for absence.

15.7 The EMPLOYER generally will not require a written statement from a provider for
absences of fewer than three (3) days without specific reasons to believe that the
employee is misusing sick leave.

15.8 Claiming sick leave when physically fit, except as permitted in this ARTICLE 15, will be
cause for disciplinary action, including suspension or discharge.

15.9 Sick Leave Payout – Employees retiring from the HOSPITAL under the State of
Minnesota PERA retirement plan must roll over their unused sick leave balance upon
meeting the following retirement eligibility requirements:

1. 30 calendar years of employment; and
2. Retirement from the Employer under the State of Minnesota PERA retirement plan; and

3. Retirement in good standing.

The unused sick leave at retirement is determined to be the retiree’s most recent hourly pay rate multiplied by the retiree’s number of unused sick hours at retirement. For eligible retirees, the entire amount of unused sick leave will be put into the Health Care Savings Plan (HCSP) which is administered by the Minnesota State Retirement System (MSRS).

15.10 Blood Donation – Bargaining Unit employees will be allowed to take paid time off for blood donation under the Hospital’s Blood Donation Policy on the same terms and conditions as non-contract employees and as the policy may be amended from time to time by the Hospital.

ARTICLE 16 - PART-TIME BENEFITS

16.1 Part-time employees working an average of twenty (20) hours per week or more shall accrue benefits as follows:

(a) Life insurance in the amount of $50,000, half paid by the EMPLOYER and half by the employee.

(b) Medical and hospitalization insurance for the employee: Pro-rata for all part-time employees who are normally scheduled to work twenty (20) hours per week or more (.5 FTE). The EMPLOYER will pay an amount equal to the amount paid by the Hospital on behalf of its non-contract part-time employees toward dependent insurance for part-time employees.

(c) Vacation benefits to be on a pro-rata schedule, based on hours worked.

(d) Sick leave shall be pro-rated at the rate of eight (8) hours for every 173.3 hours worked.

(e) Holiday pay as per EMPLOYER policy.

When observance of a holiday results in a loss of work time, full-time regular employees will receive eight (8) hours straight time pay. Holiday pay will be pro-rated for part-time regular employees working over 20 hours per week according to the employee’s hours actually worked during the calendar quarter preceding the holiday. Full-time regular employees who are scheduled to work holidays will be entitled to equivalent time off with pay.
Regular part-time employees accrue holidays on a pro-rated basis. If scheduled to work holiday(s), they will be entitled to equivalent time off with pay.

To be eligible for holiday pay, employees must work the employee's last regularly scheduled work day before the holiday and the employee's first regularly scheduled work day after the holiday or receive approval for pay from their supervisor. If a holiday occurs during an employee’s vacation or on a regular day off, the employee will be paid for the holiday in addition to the regular vacation or day off or given an extra day off, but not both. If the employee actually works more than forty (40) hours in a week in which a holiday falls, pay will be at the customary one and one-half (1-1/2) times regular pay for all hours worked over forty (40) hours. Holiday paid for but not worked will not be included in calculating overtime pay.

Any holiday time off (except Thanksgiving and Christmas) must be used by the last paid payroll of that year and cannot be carried over.

ARTICLE 17 - LEAVES OF ABSENCE

17.1 A leave of absence without pay may be granted to an employee for personal illness for a period not to exceed ninety (90) days after all sick leave time has expired.

17.2 Bereavement Leave: A leave of absence of up to three (3) consecutive scheduled work days may be taken by regular employees without loss of pay in the event of a death in the employee's immediate family (parents, step-parents, siblings, spouse, children, parents-in-law, sister/brother-in-law, son/daughter-in-law, grandparents and grandchildren). The bereavement days must not be interrupted by a return to work and must be taken in the fourteen (14) calendars day period beginning with the date of death.

Additionally, one (1) day of bereavement leave may be taken by regular employees without the loss of pay in the event of a death in the employee’s “extended family” (uncle & aunt, and step-sibling).

Dependent upon the supervisor's approval, time off without pay may be granted if the employee requires additional time off due to the death of an immediate family member, or for other relatives or friends not covered under the above paragraphs.

17.3 A leave of absence without pay may be granted to an employee for critical illness of the employee's spouse, children, or parents for a period not to exceed ninety (90) days.

17.4 In the event an employee is summoned for jury duty, the EMPLOYER shall reimburse the employee for the difference between the employee's regularly scheduled pay and the amount received for such jury duty including the service fee and mileage.
17.5 The EMPLOYER may grant a leave of absence without pay not to exceed ninety (90) days for any other reason it deems fit, proper and reasonable under the circumstances.

17.6 The EMPLOYER and employee shall determine an exact beginning and ending date of any leave of absence and failure by employee to return to work by the ending date shall terminate employment without further cause. One (1) week prior to return, the employee shall notify the EMPLOYER of their intention to so return. The employee shall be returned to the same or similar job classification without loss of seniority. However, no benefits shall accrue during an unpaid leave of absence.

ARTICLE 18 - WORK SCHEDULES

18.1 The EMPLOYER shall establish regular work schedules consisting of consecutive hour shifts. Work Schedules will be posted covering a four (4) week period at least three (3) days in advance of the time covered by such schedule.

18.2 The normal work schedule shall consist of eight (8) hours in a normal work day and eighty (80) hours shall constitute the normal pay period. As an alternative work schedule, the Employer may establish a pattern of work schedules that provide for work in excess of eight (8) per day for some or all employees. Employees working on this alternative schedule shall be paid on a basic work period of forty (40) hours per week, with time and a half (1-1/2) being paid for working in excess of forty hours per week rather than the overtime provision for employees working an eight/eighty (8/80) schedule.

18.3 The general pattern of scheduling work shall be as follows:

A. Employees shall have at least two (2) of every four (4) weekends (Saturday and Sunday) off.

B. There shall be at least twelve (12) hours between assigned shifts. An employee will receive a premium pay rate of time and one-half (1-1/2) for hours worked on a shift that starts within twelve (12) hours of the employee’s previous shift. “Assigned shifts” do not include trades of shifts between employees.

C. Employees will receive a fifteen (15) minute paid rest break during each four (4) hour work period as defined in ARTICLE 3 of this AGREEMENT.

D. Employees will be given a thirty (30) minute unpaid meal break during each eight (8) hour work period as defined in ARTICLE 3 of this AGREEMENT.

E. Exceptions to the general pattern of scheduling may be made by the mutual agreement of the employee and the supervisor or by the mutual agreement of employees in the same job classification desiring to switch shifts or in cases of changes in patient census, emergency or other unavoidable situations.
18.4 An employee called in to work before the employee's regularly scheduled shift shall work their regular shift in addition to the early report, except by mutual agreement between the EMPLOYER and the employee.

18.5 An employee called to work on an unscheduled day shall work the employee's regularly scheduled days in addition to the unscheduled days the employee is required to work, except by mutual agreement between the EMPLOYER and the employee.

18.6 Bargaining unit employees who have been hired to work rotating shifts shall have their early, late and weekend schedules assigned on an equitable basis to the extent available.

18.7 The EMPLOYER shall not change the assigned schedules or reassign holidays to avoid overtime pay.

18.8 An employee reporting for work at the employee’s scheduled time who has not been previously notified not to report for work shall receive a minimum of four (4) hours work that day or four (4) hours pay in lieu thereof. A reasonable effort by the EMPLOYER to advise the employee not to report for work at least two (2) hours before the start of the shift shall be taken as notice under this provision.

18.9 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum of maximum number of hours the EMPLOYER may assign employees.

18.10 PCAs desiring to work alternative 12-hour shifts may be allowed to do so with the Employer’s consent.

ARTICLE 19 - DRUG AND ALCOHOL TESTING POLICY

19.1 The EMPLOYER is committed to maintaining a work environment which is free from the influence of alcohol and/or illegal drugs in order to protect the health, safety, and well-being of patients, employees, and visitors. Accordingly, the EMPLOYER may implement and enforce a Drug & Alcohol Testing Policy consistent with Minnesota law.

ARTICLE 20 - NON-DISCRIMINATION

20.1 The UNION nor the EMPLOYER will discriminate under the provisions of this AGREEMENT on any basis prohibited by law.

ARTICLE 21 - WAIVER

21.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this AGREEMENT are hereby superseded.
21.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term of condition of employment not specifically referred to or covered by this AGREEMENT.

ARTICLE 22 - DURATION

This AGREEMENT shall be effective as of January 1, 2019, and shall continue in full force and effect thereafter unless written notice of desire to change, modify, or terminate is given by either party to the other party within ninety (90) days prior to December 31, 2020. Should either party initiate such action, this AGREEMENT shall remain in full force and effect until a new agreement is ratified by both parties.

ARTICLE 23 - SAVINGS CLAUSE

23.1 In the event that any provision, phrase, or clause of this AGREEMENT shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire AGREEMENT. It being the express intention of the parties that all other provisions remain in full force and effect.

ARTICLE 24 – SUCCESSORS OR ASSIGNS

This contract agreement shall be binding upon any successors or assigns of the Hospital, and no terms, obligations, and provisions herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the whole or partial consolidation, merger, sale, transfer, or assignment of the Hospital or affected, modified, altered, or changed in any respect whatsoever by any change of any kind to the ownership or management of the Hospital.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this ___________ day of ________________, ______.
ALOMERE HEALTH

[Signature]
Alomere Health C.E.O.

[Signature]
Celine Gardner
Human Resources Director

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70, AFL-CIO BOARD:

[Signature]
David B. Minore
Business Manager

[Signature]
President

[Signature]
Linda Powers
Recording Secretary

[Signature]
Business Representative

[Signature]
Laurie Cantrell
Union Steward

[Signature]
Collie Olson
Union Steward

[Signature]
Alice Dorman
Union Steward

[Signature]
Cheri Nielson
Negotiating Team Member

[Signature]
Ada Schmidt
APPENDIX A - WAGES

1. **HIGHER CLASSIFICATION PAY:** Whenever an employee is assigned to work in a higher paying classification, the employee shall be paid the higher rate of pay for all hours worked in that classification.

2. **SHIFT DIFFERENTIALS:** Employees assigned to work a shift which begins at 12:30 P.M. or later will be paid a shift differential of fifty cents ($0.50) per hour for each hour worked on such shifts or eighty cents ($0.80) per hour for those working permanent P.M. or night shifts for twelve consecutive weeks or more. Housekeepers working the 4:30 p.m. to 1:00 a.m. shift will be paid a shift differential of ninety cents ($0.90) per hour for each hour worked on such shift.

Effective the first pay period of 2020, the shift differential for employees assigned to work a shift which begins at 12:30 p.m. or later will increase to $.85 per hour for each hour worked on such shift.

Effective the first pay period of 2020, the shift differential for employees assigned to work permanent P.M. or night shifts for twelve consecutive weeks or more will increase to one dollar and fifteen cents ($1.15) per hour for each hour worked on such shift.

Effective the first pay period of 2020, the shift differential for housekeepers working the 4:30 p.m. to 1:00 a.m. shift will be increased to one dollar and fifteen cents ($1.15) per hour for each hour worked on such shift.

3. **WEEK-END DIFFERENTIALS:** Employees who work more than two (2) Saturdays or two (2) Sundays in a four (4) week period shall be paid one and one-half (1-1/2) the hourly rate of pay for all hours worked on each extra Saturday and Sunday. This shall not apply where employees voluntarily trade scheduled days.

4. **LEAD PERSON PAY:** When a supervisory employee is not on duty and a non-supervisory employee is assigned to assume supervisory responsibilities, such non-supervisory employee shall be paid an additional eighty-five cents ($0.85) per hour.

5. **ON CALL PAY:** Employees who are assigned by the HOSPITAL to off-premise, on-call status shall be paid the rate of Four Dollars and Fifty Cents ($4.50) for all such call hours. If the Employee is called into work from on-call status, on-call pay stops at the time the employee clocks in at the hospital and resumes when the employee clocks out.
### Alomere Health

**Support Group - Local #70 - Wage Schedule**

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Movement from any year level to the next year level shall be based on the completion of an anniversary year of the employment, provided that the employee has worked a minimum average of twenty (20) hours per week during that anniversary year.

For employees hired after August 1, 1986, movement from any year level to the next year level shall be based on the completion of 2,080 hours of pay time.

Employees becoming “certified” and maintaining “certification” in their job classification receive an additional twenty-five (25) cents per hour.

Employees classified as Sterile Processing Assistant who become Registered in their job classification receive an additional twenty-five (.25) cents per hour, and will be classified as a Sterile Processing Tech. Sterile Processing Techs who elect to further their education and become Certified and maintain Certification in their job classification will receive an additional twenty-five (.25) cents per hour.

Sterile Processing Department employees (Sterile Processing Technicians) holding an SPD certification will have the certification stipend increased to $.75.
LETTER OF UNDERSTANDING

ALOMERE HEALTH

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #70, AFL-CIO

During the course of negotiations for a new 2019-2020 collective bargaining agreement, the parties reached the following terms for this Letter of Understanding which the parties agree will be renewed for calendar year 2019. Any renewal for 2020 is at the sole discretion of the Hospital.

1. At a date mutually agreed upon in coordination with the Minnesota Bureau of Mediation Services, designated representatives of the Local 70 bargaining unit and representatives of Alomere Health will receive training on the “Labor Management Committee” process.

3. The LMC will meet no fewer than two and no more than four times during calendar year 2019.