Labor Agreement

between

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

and

ALLINA HEALTH

for

CAMBRIDGE MEDICAL CENTER / CLINICS
Service and Maintenance

January 1, 2019 through December 31, 2021
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PREAMBLE

THIS AGREEMENT is made and entered into between Allina Health d/b/a Cambridge Medical Center (Cambridge); hereinafter termed the Employer, and Local No. 70 of the International Union of Operating Engineers, hereinafter termed the Union.

ARTICLE 1 - RECOGNITION

Section 1. Recognition. The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time and regularly scheduled part-time and casual Cooks, Food Service Aides, Emergency Department Technicians, Environmental Service Aides, Health Unit Coordinators, Mail Room Clerks, Building Service Workers, Materials Management Technicians, Phlebotomists, Psychiatric Technicians, Radiology Aides, Managed Care Specialists, Receptionist/Schedulers, Receptionists, Referral Specialist, Secretaries, Sterile Processing Technicians, Radiology Technologist Assistants and Telecom Operators employed by the Employer at its Cambridge, Minnesota facility, including Satellite Clinics; excluding professionals, managers, department heads, business office clericals, supervisors and guards as defined by the Act, as amended.

As organizational change and restructuring of work occurs, new service and/or maintenance classifications may be created to meet the needs of the Employer. In that event, if requested by the Union, the Employer will provide the Union with information about the working conditions of newly established or modified service and/or maintenance classifications. If requested by the Union, the parties will meet and confer to discuss the same. Any dispute about the inclusion of a classification within the bargaining unit shall be referred to the National Labor Relations Board, which shall determine whether the new or modified service and/or maintenance classification is to be included by applying the standards established by the Board.

Section 2. Exclusive Right. The Employer shall not enter into any agreement with the Employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the provisions and terms of this Agreement or bypasses the Union’s duty to represent Employees covered by this Agreement.

Section 3. Union Representatives. The authorized representatives of the Union are
hereby granted access to the Employer’s premises for the purpose of transacting Union business so long as such visits do not interfere with the operations of the Employer.

ARTICLE 2 - MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the management and the direction of the Employees covered by this Agreement 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 the 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 discipline or discharge Employees for cause, 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 3 - UNION SECURITY

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

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

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

Section 4. New Employee Notice to Union. Within fourteen (14) days after an Employee covered by this Agreement has begun work, the Employer shall promptly transmit to the Union office and the applicable Steward, written notification thereof, stating the Employee’s name, address, classification and rate of pay, and date of employment.

ARTICLE 4 - NO STRIKE AND NO LOCKOUT

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

ARTICLE 5 - PROBATIONARY PERIOD

The first ninety (90) calendar days of employment for a new Employee shall be a probationary period. Employees may be terminated with or without cause during the probation period. The probation period may be extended by mutual agreement of the Employer, the Union, and the Employee.
ARTICLE 6 - SENIORITY

Section 1. Seniority Rights. Employees covered by this Agreement will accrue seniority from the date of hire upon the successful completion of the probationary period. Seniority shall apply to Layoff, Recall, Posting and bidding, Shift selection and Promotion.

Section 2. Seniority Definitions. Employees shall have three seniority dates with the following specific applications

Subd. 1. Allina Seniority. Allina seniority shall be the length of continuous employment anywhere in the Allina Hospitals and Clinics. "Allina", for the purposes of this Article, shall mean Allina Hospitals and Clinics and its predecessor and acquired organizations. "Allina" Seniority shall apply to benefit accrual only.

Subd. 2. Bargaining Unit Seniority. Bargaining Unit seniority shall accrue from the Employee’s most recent date of hire in a classification covered by this Agreement. Bargaining Unit seniority shall apply to the bidding process as set out in Article 7, Section 1.

Subd. 3. Classification Seniority. Classification seniority shall accrue from the Employee’s most recent date of hire in a classification covered by this Agreement. Classification Seniority shall apply to Layoff, Recall to a previously held position and Shift selection.

Section 3. Layoff and Reduction of Hours.

Subd. 1. Layoff Order. The order of layoff (or reduction of hours) shall be as follows: temporary Employees, casual Employees, then regular part time and full time Employees. Employees who reduce their hours for medical reasons shall not lose their FTE status until maximum medical improvement is reached.

Subd. 2. Layoff. A layoff shall be by classification. The Employee to be laid off will be the one with the least classification seniority in the affected classification within the affected department or work area; however, a junior employee may be retained out of sequence if more senior employees do not
have the necessary qualifications, skills and/or training to perform the duties required.

An Employee is qualified if he/she meets the minimum qualifications as outlined in the job description. Employees can increase their FTE status while exercising their bumping rights.

Subd. 3. Notification. In the event a layoff or reduction of hours becomes necessary, the Employer will notify the Union and the Employee(s) to be laid off at the earliest opportunity, but the notice shall not be less than twenty-one (21) days prior to the effective date of the reduction.

Subd. 4. Displacement Rights. An Employee being laid off or having their hours reduced due to a reduction in the Employee’s current classification may displace (bump) a single Employee in their current classification or in a classification in which such Employee previously had status providing the following criteria are met:

1. The Employee being displaced (bumped) has less seniority in that classification.

2. The Employee who seeks to displace another must be qualified to do the work.

3. The laid off Employee notified the Employer of the bump within five (5) business days of being notified of the layoff/reduction.

Bumping is the Employee’s right, not a mandate. An Employee choosing not to bump may at his/her option accept the layoff or reduction in hours.

Following the layoff/reduction, casuals may continue to be used without regularly scheduled hours to meet department needs.

Section 4. Recall. Employees shall have recall rights to a previously held position for a period of two (2) years following their layoff. This recall period may be extended by one (1) additional year by providing the Employer with a written request to do so. Recall shall be in the reverse order of layoff (last laid off first recalled). Employees recalled to positions of lesser pay or fewer hours may decline recall and
remain on recall status. Employees who accept recall to a lesser position shall retain recall rights to their former status and pay.

It is the responsibility of the Employee on layoff to keep the Employer informed of any change of address.

Employees will be notified of recall by certified mail to their last known address pursuant to the Employers record. An Employee who is recalled will have fourteen (14) days from the date the Employee receives the notice to provide the Employer with a written acceptance of the position offered or their decision to decline. If an Employee fails to respond within this time or if the mail receipt is not signed by the Employee and returned to the Employer, the Employee will be considered to have voluntarily resigned at the end of the fourteen (14) day period. Refusal of recall to former status shall be considered a voluntary resignation.

Section 5. Loss of Seniority. Employees shall lose all seniority under this Agreement upon any of the following events:

1. Voluntary resignation
2. Accepting a position outside of bargaining unit
3. Discharge for cause
4. Failure to return from a leave of absence at the agreed upon time
5. Loss of recall rights as provided in Section 4
6. Retirement

Section 6. Seniority Ties. In the event two or more Employees have the same seniority date, the following order will be used to establish where employees are placed on the seniority roster in the case of a tie:

1. Classification Seniority – First. If still tied;
2. Bargaining Unit Seniority – Second. If still tied;
3. Allina Seniority and;
4. If two or more employees remain, the highest last 3 digits of the employee’s Social Security number would be used to break any remaining ties.

Section 7. Seniority List. The Employer will maintain and publish for the Employees and the Union a seniority list, for all three (3) types of seniority, of all
Employees covered by this Agreement. The list will be in seniority order starting with the most senior to the least senior. An Employee wishing to challenge the list must do so in writing within fifteen (15) days of the date the list is made available. This list will be published and distributed to each department the first week of July and January of each year.

ARTICLE 7 - JOB OPENINGS

Section 1. Bidding. When an opening occurs, Employees within the classification in the Department of the opening will have the first right to bid for the opening. If no full-time or part-time Employees within the classification in the department bids for the position, it will be offered to casuals within the classification in the department, then the position will be offered to Employees, including those employees on layoff status in order of Bargaining Unit Seniority, provided that such employees are qualified for the position. An Employee is qualified if he/she meets the minimum qualifications as outlined in the job description. If no Employee bids for the position it will be offered system-wide to other job sites. All postings may be done simultaneously. The position shall be awarded to the senior qualified applicant. Positions may be filled temporarily pending the completion of the bidding process.

Neither an employee who has been issued corrective action within a year nor an employee who is in the first 180 days of employment in their classification may bid on a job posting unless agreed to by the Employer and the Union. This provision does not apply to a layoff/recall situation.

Section 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.

Section 3. Limited Return Rights. An Employee may return to his/her former classification, within the first thirty (30) calendar days after being awarded a position in a different classification, providing the vacant position in his/her former classification has not yet been filled.

Section 4. Notice to the Union. The Employer will notify the Union office when an open position covered by this Agreement occurs. 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 8 – POSTING OF SCHEDULE/OPEN SHIFTS/
LOW NEED ADJUSTMENTS

Section 1. Posting.
Staffing schedules shall be based upon the staffing matrix for the Department and will be posted a minimum of thirty (30) days in advance. Following the posting of the schedule, shift by shift adjustments will be made to adjust for increases and decreases in patient need and the needs of the organization.

Section 2. Filling Open Shifts.
Departments will maintain a scheduling process. Open shifts will be filled on the following basis:

1. Most senior regularly scheduled employee within the classification who is not scheduled to meet his/her FTE status for the relevant pay period up to his/her FTE;
2. Most senior regularly scheduled employee within the classification in a non-overtime/premium status up to 1.0 FTE;
3. Casual employee in a non-overtime/premium status up to 1.0 FTE;
4. Cross-trained employee outside the classification in a non-overtime/premium status up to 1.0 FTE;
5. Most senior regularly scheduled employee within the classification in overtime/premium status;
6. Casual employee in overtime/premium status;
7. Cross-trained employee outside the classification in overtime/premium status; and
8. Agency or mandatory overtime.

When the schedule is finalized, it will be clearly marked final and will be posted.

For departments that use Kronos scheduling, short notice open shifts (24 hours or less before start time) will be filled on the following basis:

1. A. Most senior regularly scheduled, non-OT, non-premium employee within the classification on the availability list;
   • Most senior regularly scheduled employee within the classification who is
not scheduled to meet his/her FTE status for the relevant pay period up to his/her FTE;
- Most senior regularly scheduled employee within the classification in a non-overtime/premium status up to 1.0 FTE;
- Casual employee in a non-overtime/premium status up to 1.0 FTE;
- Cross-trained employee outside the classification in a non-overtime/premium status up to 1.0 FTE;

2. B. Most senior regularly scheduled employee within the classification on the availability list;
- Most senior regularly scheduled employee within the classification in overtime/premium status;
- Casual employee in overtime/premium status;
- Cross-trained employee outside the classification in overtime/premium status; and
- Agency or mandatory overtime.

Section 3. Low Need Staffing Adjustments.
The Employer and the Union have agreed to the following process for adjusting staffing due to temporary fluctuations in daily service demands and the resulting decrease in work load.

Reductions will be made in the following manner:

A. STEP ONE: Cancellation of Additional Shifts
Cancellation of additional shifts shall occur in the following order:
- Agency staff and any other temporary workers
- Casual employees at overtime or premium pay
- Cross-trained employees from another department at overtime or premium pay
- Regular employees by reverse order of seniority at overtime or premium pay
- Casual employees at regular pay
- Cross trained employees from another department at regular pay
- Regular employees scheduled above their FTE status
An Employee canceled in Step One will be able to use PTO or Benefit/No Pay to cover the canceled hours. These canceled hours do not contribute to the employees’ banked low need hours.

B. **STEP TWO: Additional Reductions**

If additional reductions are needed, those reductions will be achieved through the cancellation of the remaining employees on both a volunteer and mandatory basis.

Additional Reductions shall occur in the following manner:

- Management will communicate staffing needs to potentially affected employees in the classification.
- Employees may first volunteer for the low need cancellation(s).
- If there are not enough volunteers, the person(s) with the least number of banked low need hours will be canceled with ties being broken by seniority.

All low need hours under STEP TWO of this process will be banked and used for the determination of any future reductions. An Employee will be able to use PTO or Benefit/No Pay to cover his/her canceled hours.

C. **On-Call.** An employee assigned low need may be asked to be on-call. An employee volunteering for low need may be required to be on-call. The employee will receive on-call pay from the start of their regular shift, or if a mid-shift cancellation, for the period of time that employee is on-call.

D. **Pre-Shift Cancellation.** If the Employer needs to cancel a regularly scheduled shift for an employee who has not yet reported for work, the Employer will provide a minimum of two (2) hours’ notice to the employee.

In the event the employee does not receive at least two (2) hours’ notice of cancellation, he or she will receive two (2) hours pay at their regular rate of pay including any premium pays payable if
the employee had worked the scheduled shift.

Employees will provide a preferred telephone contact number(s). That preferred number will be used when cancelling a shift. An attempt to make telephone contact will constitute notification.

If an employee reports to work without notification, he/she will be guaranteed a minimum of four (4) hours of work or pay at their regular rate of pay including any premium pays payable if the employee had worked their regular shift.

E. Post-Shift Cancellation. Employees may be assigned or volunteer for a low need cancellation after the start of their shift, up to and including one hour before the end of their shift.

F. Sequence/Qualifications. An employee may be retained out of sequence based upon the necessary skill set and qualifications needed at that time. An Employee is qualified if he/she meets the minimum qualifications as outlined in the job description.

G. Control Measurements. The Labor Management Committee as a standing agenda item will review low need process control measurements, any subsequent proposed changes, the management of adjustments made within those controls, as well as the overall effectiveness of this Section.

ARTICLE 9 - DRESS CODE

The parties are in agreement that proper work attire is a necessary component to support an environment of patient care, Employee safety and professional appearance. Dress code policies are part of new Employee orientation.

Any department determined dress code must comply with department specific regulatory agencies, OSHA, DOH, and JCAHO.

All Employees must wear their Allina Health identification badge at all times while on duty. For those positions where the Employer requires a uniform, the Employer agrees to provide each employee (including multi-unit employees) with a maximum
credit as follows:

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<thead>
<tr>
<th></th>
<th>2019</th>
<th></th>
<th>2020</th>
<th></th>
<th>2021</th>
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<td></td>
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<td>.5 to .79</td>
<td>$90</td>
<td>.5 to .79</td>
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<tr>
<td></td>
<td>&lt; .5</td>
<td>$70</td>
<td>&lt; .5</td>
<td>$70</td>
<td>&lt; .5</td>
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Notwithstanding the above, an employee who accepts a job in another classification during the contract year shall receive an additional credit for uniforms in the new classification.

ARTICLE 10 - JUST CAUSE AND DUE PROCESS

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

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

a. Oral reprimand, which shall be documented;
b. Written reprimand;
c. Suspension without pay, with written notification to the Union office;
d. Demotion or discharge, with written notification to the Union office.

Coaching will precede all oral reprimands.

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

Section 3. Employee Response. An Employee who is disciplined pursuant to the Disciplinary Sequence (a) and / or (b) above, shall be entitled to submit a written response to the Employer within thirty (30) calendar days following the disciplinary action. This response will be put in the Employee’s personnel file.

Section 4. Right to Request Union Representative. Upon an Employee’s request, the Employer shall give the requesting Employee the opportunity to have a Union Representative present during an investigatory meeting or questioning that may lead
to disciplinary action.

Section 5. Workplace Policies. Current employee policies, including Drug and Alcohol Testing, Violence-Free Workplace, and Harassment Free Workplace are located on employees’ MyAllina webpage under Policy Handbook. Information on mileage for work-related travel between Allina Health locations is included in the Travel, Entertainment & Other Business Expense Reimbursement policy which is located on the Allina Health Knowledge Network (AKN) webpage under the Employee Resources tab.

ARTICLE 11 - GRIEVANCE / ARBITRATION

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

1. The Employee will informally discuss the grievance with the Employee’s department manager or designee.

2. If the grievance is not resolved at the time of Step 1 informal discussion, it shall be reduced to writing and submitted to the Employee’s manager or designee and to Human Resources within fourteen (14) calendar days of occurrence. A grievance relating to pay shall be timely if received by the director or designee within fourteen (14) calendar days after the pay day for the period during which the grievance occurred.

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

Within fourteen (14) calendar days following the Step 2 meeting, the Employer shall submit a written reply to the Union and the Employee.

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

Section 2. Arbitrator

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

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

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

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

Section 4. Mediation Option. At any time in the grievance procedure up to the convening of an arbitration, the parties may mutually agree to enter into mediation as an alternative means to resolve the controversy. During the mediation process, the time limits in this Article shall be suspended. Mediator(s) from the Federal Mediation and Conciliation Service shall be used unless the parties mutually agree to another source. No official records of the mediation sessions will be kept or distributed except that any agreement reached shall be reduced to writing. As such time that either party or the mediator involved determine that agreement cannot be reached, the controversy may be submitted for arbitration pursuant to this Article. No discussions, actions, proposals, or anything said or done by either party or the mediator, either verbally or in writing may be presented to the arbitrator.
ARTICLE 12 - HOURS AND FTE STATUS DEFINITIONS

Section 1. 8/80 Hour Rule. Employees who work under the 8/80 rules receive overtime for actual hours worked in excess of eight (8) hours in any one day and will receive overtime for actual hours worked in excess of 80 hours in a two week pay period.

Section 2. 40 Hour Rule. Employees who work under the 40 hour rule will be paid overtime for actual hours worked in excess of 40 hours during any one week, unless stated elsewhere in this agreement.

Section 3. Regular.
- Full-time: An Employee regularly scheduled 80 hours per pay period (2 weeks), except where otherwise specified by contract or agreement.
- Part-time: An Employee regularly scheduled less than 80 hours per pay period.

Section 4. Casual Employees. Any Employee that is employed by the Medical Center to supplement its regularly scheduled staff as needed. Casual Employees status equal zero. Casuals will be required to work four (4) shifts a month to retain casual status. This assumes hours are available. Casuals must be available to meet the needs of the department, which may include working a variety of shifts.

Section 5. Lead. The typical duties of a bargaining unit lead person could be as follows: assisting the Supervisor with assignment of work; ordering supplies and parts; monitoring the status of work; inspecting completed work against standards; analyzing and resolving work problems; filling in for other bargaining unit Employees as needed; participating in meetings; coordinating work; providing directions to assigned personnel; and acting as a resource person for other staff (subject matter expert).

Section 6. Extended Hours. If it becomes necessary to schedule extended hours in the Clinics, the Employer and the Union have agreed to bargain the effects of this issue only.

Section 7. Flexible FTEs. The Employer and the Union may agree to a flexible FTE status for any Employee. Benefits for any such Employee will be based upon the highest FTE within his/her flex status.
ARTICLE 13 – PAID TIME OFF (PTO)

Section 1. Purpose of PTO.
The purpose of PTO is to provide employees with paid time off from work that can be used for such needs as vacation, personal or family illness, doctor’s appointments, school, volunteerism and other activities of the employees’ choosing. In addition, the bidding process set out below is intended to promote a vacation bidding process which provides fair and equitable distribution of planned time off.

Section 2. Benefit Accrual Schedule. The PTO benefit accrual schedule shall be as follows:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Days Per Year</th>
<th>Hours Per Year</th>
<th>Multiplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 4 years</td>
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<td>.112</td>
</tr>
<tr>
<td>9 + years</td>
<td>34</td>
<td>272</td>
<td>.131</td>
</tr>
</tbody>
</table>

PTO Accrual: Maximum accrual: 480 hours.

Section 3: PTO Requests.

Subd. 1. Operational Needs. Employer has the right to grant or deny any requests based on operational needs.

Subd. 2. PTO Bidding Year. The PTO year shall be from March through February.

Subd. 3. PTO Requests. Requests for PTO will be addressed in the following manner:

A. Bidding Process Requests.
   (1) Each department will schedule an annual bidding process for the purpose of allowing employees to bid on PTO for the following year. The bidding process shall be conducted in the order of seniority within each departmental classification. The process shall allow each
employee (in the order of seniority within each departmental classification) to request PTO for the following year in an amount up to 10 consecutive working shifts. The requested amount may be split once. Scheduled days off before, after or in between scheduled working days do not create a split.

(2) The bidding process shall be conducted as follows: Employees shall (in the order of seniority within each departmental classification) meet with a staffing employee and a steward (in person or by phone) on a specified date and time and shall submit requests for PTO in accordance with paragraph (1) above. Any employee (or proxy of such employee) who fails to timely attend the meeting shall be bypassed in the process by the next most senior employee(s) until such time as the bypassed employee or proxy is able to attend the meeting.

(3) The final PTO schedule will be posted no later than February 1. The schedule will remain posted throughout the year.

B. **Other Requests.**

Remaining requests for PTO will be considered on a first-come, first-served basis with requests received on the same day granted based on seniority within a departmental classification. These requests shall be granted or denied within three business days of the request.

C. **Restrictions.**

(1) Weekends. No employee may request more than 20% of his/her scheduled weekends off in a calendar year which will be rounded down to the last full weekend. For this Section, any weekend or part of a weekend shall constitute a weekend taken. For day shift employees, Saturday and Sunday will be considered a weekend. For evening and night shift employees, a weekend will be Friday, Saturday and Sunday shifts.
(2) Holidays. To the extent that the processes set out in Sections A and B above conflict with any holiday work commitment, the holiday work commitment shall take precedence over the PTO request.

Subd. 4. Ability to Earn Requested PTO. A PTO request will be honored only if the employee has the ability to earn the necessary PTO by the time of its intended use. If the employee does not have sufficient PTO at the time of the PTO event, the employee may be required to work.

Subd. 5. FTE Status. The amount of PTO paid will not exceed the employee’s FTE status.

Subd. 6. Other Circumstances. Any circumstances outside of the above defined process shall be handled at the sole discretion of Employer.

Subd. 7. Rescinding Request. If an employee desires to rescind a PTO request less than thirty (30) days before the PTO date, the following conditions apply:

A. The employee may pick up an available open shift that the employee is qualified and competent to work.

B. The open shift is not guaranteed to be on the employee’s home unit.

C. The employee is not guaranteed the number of work hours equal to the amount of previously scheduled PTO hours.

Subd. 8. Paid Leave. PTO shall be accrued and used on a prorated basis.

Section 4 – Holiday PTO.

The following eight (8) days shall be considered holidays. Employees not scheduled to work on any of these days may choose to use PTO for these days, not to exceed their FTE status.

New Year’s Day  Labor Day
Easter Day       Thanksgiving Day
The Christmas Holiday will begin at 3:00 pm Christmas Eve and end at 7:00 am on December 26th. The Thanksgiving Day holiday will begin at 11:00 pm the day before Thanksgiving and end at 11:00 pm on Thanksgiving Day. Employees working shifts on either the Christmas or the Thanksgiving holiday will be paid 1 1/2 times their hourly rate of pay. Employees may use PTO in addition to the holiday worked.

For all holidays other than the Christmas Holiday, starting and ending times will be: starting time -- 11:00 pm the day before the holiday; ending time -- 11:00 pm on the holiday.

Employees working any of the above holidays shall receive premium pay for all hours worked at one and one half (1 1/2) times their regular rate of pay including shift and other premium pays.

Casual and less than .5 part-time Employees required to work on any of the eight (8) holidays shall be compensated at the rate of double time.

Christmas Holiday: Employees with twenty (20) or more years of service will have the option of not working one scheduled Christmas holiday shift. In departments that rotate holidays, Employees will work the same number of holidays in a year. Exceptions could be made in extreme cases where patient care could be compromised.

No employees will be required to use PTO for a holiday and the Employee will retain their status with benefit no pay.

For departments that utilize a holiday rotation, an employee who wants to give away or switch his/her holiday shift must find his/her own replacement and follow the procedure of Art. 25, Section 3.

Section 5. Frozen Sick Leave Balance.
Those Employees with a Frozen Sick Leave Balance are subject to the same Frozen Sick Leave policy as are other non-contract employees. The current policy as of the Effective Date of this Agreement, and which is subject to change, enables
employees, among other things, to utilize their Frozen Sick Leave Balance after one day of sickness.

**ARTICLE 14 – FLEXIBLE BENEFIT PLAN**

Flexible Benefits. The Employees will continue their participation in the Allina Flexible Benefit Plan for health insurance, dental insurance, life insurance and long term disability insurance. They will participate in the non-contract plan at the same level as the other Employee groups at Cambridge Medical Center.

It is recognized that the flexible plan design benefit costs and Employer contribution may change during the course of the contract. If any changes to the flexible plan are considered by the Union to be a significant restructuring of the flexible plan or a major change in Employee’s benefits, the Employer agrees to renegotiate the possible transition to a traditional benefit plan concept.

**ARTICLE 15 – ADOPTION**

Employees shall be allowed to participate in the Allina Adoption assistance Program.

**ARTICLE 16 – HEALTH AND WELFARE BENEFITS**

**Section 1. Health Plan.** The Employer shall make available a health program consistent with that used for other Employees.

Employees who are scheduled to work at least forty (40) hours per pay period shall be eligible to participate in the Employer’s flexible benefit plan. This plan includes Medical, Dental, Life, and Long-Term Disability. The Employer may amend this plan from time to time, provided, however, that the Union will be notified of the changes in advance.

Employees will be provided with an enrollment packet and work sheet identifying available coverage options as well as credit amount available and additional cost to the Employee, if any.

**Section 2. 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 insurance through the Employer.

Section 3. 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 (1st) day of the 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 1 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.

ARTICLE 17 - PRE-TAX SPENDING ACCOUNT

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

ARTICLE 18 - PENSION

Employees will be covered by the Employer’s pension plan and the retirement savings plan 401(k) under the same terms and conditions as other non-contract Employees as may be amended from time to time.

ARTICLE 19 - TUITION REIMBURSEMENT

Both the Employer and the Union support educational opportunities for employees covered by the agreement. The Employer shall make available a tuition reimbursement program consistent with that used for other employees. The current
policy as of the Effective Date of this Agreement, and which is subject to change, is as follows:

Tuition Reimbursement is provided to eligible employees seeking to enhance job-related skills and career development through formal course work.

**Eligibility:** Employees with .5 FTE status or above during the duration of the coursework.

**Expenses Covered:** Tuition or seminar fees, textbooks and similar class materials; certain required activity/lab fees.

**Maximum Reimbursement:** Undergraduate programs: FTE .8 to 1.0 are eligible for reimbursement up to $2,000 per calendar year. FTE .5 - .79 is eligible for reimbursement up to $1,000 per calendar year. Graduate programs: FTE .8 to 1.0 are eligible for reimbursement up to $2,500 per calendar year. FTE .5 - .79 is eligible for reimbursement up to $1,500 per calendar year.

Employees may use up to $300 of this maximum to pay for seminars and workshops.

Employees must earn a “C” grade or better to receive reimbursement.

Additional information about the Reimbursement Process/Forms is available on MyAllina.

**ARTICLE 20 - LEAVES OF ABSENCE**

**Section 1. Family Medical Leave.** Employees (regardless of their FTE status) may take family medical leaves of absence as provided by State and Federal Statute.

**Section 2. Personal Illness.** A leave of absence without pay may be granted to an Employee for personal illness for a period of up to ninety (90) calendar days without loss of seniority per year for first personal illness.

PTO will continue to accrue on all compensated hours during this leave. The Employer will not permanently fill the Employee’s position during the leave of absence.
Section 3. Critical Illness. A leave of absence without pay may be granted to an Employee for critical illness in the immediate family (parents, brothers, sisters, sons, daughters, spouse, grandparents, grandchildren and parents-in-law) for a period of up to ninety (90) calendar days without loss of seniority per year. PTO will continue to accrue on all compensated hours during this leave.

The Employer will not permanently fill the Employee’s position during the leave of absence.

Section 4. Bereavement. An Employee shall be granted up to three (3) days leave without loss of pay in case of a death in the family for the purpose of making arrangements, attending the funeral and burial. 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, grandparents-in-law, grandchildren, spouse, domestic partner, and those who are or have been under the Employee's legal guardianship.

Bereavement leave days, with notice to the immediate supervisor, need not be taken 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 paid 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 the immediate supervisor. An example might be an Aunt or Foster Parent who raised the Employee. If an employee is not satisfied with the decision of the supervisor, the employee may request to meet and confer with Human Resources about the issue.

If days off are needed due to the death of a family member not listed in Section 4, they should be taken as PTO or unpaid time subject to the approval of the immediate supervisor. Benefit no pay would apply to unpaid time.

Section 5. 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.

When an Employee is released from jury duty for a day or part of a day, this Employee will call his/her supervisor to determine whether the Employee should report to work.

Section 6. Personal Leave. Leaves of absence, without pay, for reasons other than personal illness, may be granted at the discretion of the Employer. No benefits will accrue during this leave of absence.

ARTICLE 21 - BREAKS AND MEALTIMES

Section 1. Intent. It is the intent of the parties not to violate the Fair Labor Standards Act (F.L.S.A.) in determining breaks and mealtimes.

Breaks and meal periods must be separate and non-accumulative except as mutually agreed to otherwise between the Employee and Medical Center.

Employees relieving other Employees for breaks and meal periods must be physically able to perform the relieving job duties.

Section 2. Breaks. All Employees working an eight (8) hour shift will be given two (2) fifteen (15) minute relief periods, one in the first half and one in the second half of the Employee’s scheduled shift. An additional fifteen (15) minutes will be granted for each four (4) hour block of time worked.

The Employer may assign a non-contract Employee to cover a bargaining unit’s Employee break.

Employees working hours in excess of eight (8) consecutive hours will receive a fifteen (15) minute break for each additional four (4) hour block of time.

Section 3. Meal Period. Employees working a shift of six (6) hours or more will receive a thirty (30) minute unpaid meal period away from their workstation.

The Employer will define mealtimes on each shift as may be appropriate.
If due to Employer needs, an Employee is unable to take a meal period the Employee may leave early if mutually agreed to between the Employer and Employee.

If due to Employer’s needs an Employee is unable to take a meal period the Employee will contact as soon as practical a management person who is designated to authorize payment for missed meal period.

ARTICLE 22 - MAINTENANCE OF STANDARDS

Conditions of employment that existed prior to the execution of this Agreement shall be maintained unless otherwise agreed to by this contract.

ARTICLE 23 – SAFETY AND EDUCATION

Section 1. Safety. It shall be the policy of the Employer that the safety of Employees, the protection of the work areas, the adequate education, and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. Further, the Employer is committed to providing Employees a work environment that is free from hostile, abusive and disrespectful behavior. Cambridge Medical Center will have procedures established to deal with emergency situations where physical violence, the threat of physical violence or verbal abuse occurs.

It shall also be the responsibility of all Employees to cooperate in programs to promote safety and a violence free workplace. This Employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

An Employee who may be at risk of exposure to an infectious agent or hazardous agents as the result of job responsibilities for the care of a patient shall be informed of that patient's diagnosis or possible diagnosis by the Employer according to Allina’s policy and procedure.

The Union will elect a member from Local 70 to serve on the Employer’s Safety Committee.

Section 2. Certification. Employees who are required to complete and maintain certification for children’s car seats and ham radio operation, the following costs and
expenses will be paid by Cambridge Medical Center, provided they are first submitted for review and approved by the employee’s Manager.

- Class time and fees
- Test time and test fees
- Mileage to test site and other required sites
- License and certification fees
- Hours worked outside a normal schedule to maintain certification

ARTICLE 24 - WAGES

Section 1. Wage Ranges. The following Wage Ranges shall be in effect on January 1st of each contract year:

<table>
<thead>
<tr>
<th>Classification</th>
<th>2019 - 1.5%</th>
<th>2020 - 1.5%</th>
<th>2021 - 1.5%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Start</td>
<td>Max</td>
<td>Start</td>
</tr>
<tr>
<td>Maintenance</td>
<td>16.06</td>
<td>22.27</td>
<td>16.30</td>
</tr>
<tr>
<td>Referral Specialist</td>
<td>16.27</td>
<td>22.79</td>
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<td>Clinical Lab Asst</td>
<td>15.88</td>
<td>22.25</td>
<td>16.12</td>
</tr>
<tr>
<td>Cook</td>
<td>14.90</td>
<td>20.86</td>
<td>15.12</td>
</tr>
<tr>
<td>Environmental Srv Aide</td>
<td>15.08</td>
<td>21.12</td>
<td>15.31</td>
</tr>
<tr>
<td>Food Service Aide</td>
<td>13.28</td>
<td>18.58</td>
<td>13.48</td>
</tr>
<tr>
<td>HIM/ROI Asst</td>
<td>15.24</td>
<td>21.30</td>
<td>15.46</td>
</tr>
<tr>
<td>HUC/CA</td>
<td>16.71</td>
<td>23.66</td>
<td>16.96</td>
</tr>
<tr>
<td>Patient Care Tech</td>
<td>16.71</td>
<td>23.40</td>
<td>16.96</td>
</tr>
<tr>
<td>Psychiatric Tech</td>
<td>15.65</td>
<td>22.19</td>
<td>15.89</td>
</tr>
<tr>
<td>Receptionist/Scheduler</td>
<td>14.67</td>
<td>21.43</td>
<td>14.89</td>
</tr>
<tr>
<td>Receptionist Scheduler/ HIM Clk</td>
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<td>21.70</td>
<td>14.89</td>
</tr>
<tr>
<td>Secretary</td>
<td>15.89</td>
<td>22.25</td>
<td>16.13</td>
</tr>
<tr>
<td>Sterile Processor Tech</td>
<td>15.65</td>
<td>22.19</td>
<td>15.89</td>
</tr>
<tr>
<td>Classification</td>
<td>2019 - 1.5%</td>
<td></td>
<td>2020 - 1.5%</td>
</tr>
<tr>
<td>-------------------------</td>
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</tr>
<tr>
<td></td>
<td>Start</td>
<td>Max</td>
<td>Start</td>
</tr>
</tbody>
</table>

**Section 2. Base Rate Salary Increases.** Effective January 1st of each contract year, employees not already at the maximum of their wage range will receive an increase in their base rate salary as follows:

1. January 1, 2019 – 2.75%
2. January 1, 2020 – 2.75%
3. January 1, 2021 – 2.50%

If any of the above base rate salary increases would result in any Employee exceeding the maximum of their wage range, the Employee will only receive that amount of base rate salary increase that moves him/her to the maximum of their wage range.

**Section 3. Lump Sum Payments.** Employees at or above the maximum of their wage range on January 2nd of each contract year will receive a Lump Sum Payment in a gross amount calculated as follows:

1. Less than 12 years of Classification Seniority = $500 x FTE Status minus annual amount received in wage increase (if applicable). [Partial base rate salary increase x 2080 x FTE Status]
2. 12 years of Classification Seniority but Less than 15 years = $600 x FTE Status minus annual amount received in wage increase (if applicable). [Partial base rate salary increase x 2080 x FTE Status]
3. 15 years of Classification Seniority but Less than 20 years = $700 x FTE Status minus annual amount received in wage increase (if applicable). [Partial base rate salary increase x 2080 x FTE Status]
4. 20 years or more of Classification Seniority = $850 x FTE Status minus annual amount received in wage increase (if applicable). [Partial base rate salary increase x 2080 x FTE Status]

The Lump Sum Payment will be calculated on January 2nd and shall be paid to eligible Employees no later than March 1st.
Section 4. Blended Positions. Employees in blended positions will: (1) be placed in the highest wage range of the classifications blended; and (2) will maintain and accrue Classification Seniority in the highest wage range of the classifications blended.*

*While the Food Service Assistant classification is not a blended position, note that Food Service Assistants shall maintain and accrue Classification Seniority in the Food Service Aide classification.

Section 5 – Entering a New Position. The Employer may place new hires, cross trained employees, transfers or other employees entering into a new position at a base salary in accordance with the Hiring Grid as outlined below. The Labor Management Committee will review the effectiveness of this provision.

<table>
<thead>
<tr>
<th>Hiring and Experience Credit Grid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years of Directly Applicable Experience</td>
</tr>
<tr>
<td>Start of 3rd year to end of 4th year</td>
</tr>
<tr>
<td>Start of 5th year to end of 6th year</td>
</tr>
<tr>
<td>Start of 7th year to end of 9th year</td>
</tr>
<tr>
<td>Start of 10th Year</td>
</tr>
</tbody>
</table>

ARTICLE 25 - WORK SCHEDULE / PREMIUM PAY

Section 1. Normal Work Schedule. There are two hourly pay standards within the Employer, eight (8) and eighty (80), and forty (40) hours.

Subd. 1. Normal Work Schedule. Eight hours shall constitute a normal work day, except as provided in Section 2. Eighty (80) hours shall constitute the normal two week pay period. All hours worked per day and days off 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 Employee and the Union may be made or the basic work
period shall be forty (40) hours per week (instead of 8 hours per day/80 hours per two-week period).

Subd. 2. Forty (40) hours means forty hours per week (instead of 8 hours per day / 80 hour per two week pay 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. Extra Hours. Regularly scheduled employees shall be offered additional hours before any temporary or casual Employees are offered the extra hours except as provided in Article 8.

Section 2. Alternative Work Schedule. The Employer and the Union may agree to work schedules that vary from the normal work schedule. Work schedules established pursuant to the provisions of this Section shall be subject to the following:

Subd. 1. Review. The Employer must provide 30 day advance notice prior to a schedule change.

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 4 of this Article.

Section 3. Trades and Replacements. Employees may trade shifts and replace each other without following seniority order provided that (1) the working employee is qualified to perform the duties of the position and (2) that no additional overtime, premium pay or costs will be incurred from the trade/replacement. All trades or replacements must be approved by the Employer to ensure that the above criteria are met. An employee giving away a scheduled shift will be required to take PTO for that shift if needed to maintain their scheduled FTE status.

Section 4. 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. Employees who work under the 40 hour rule will be paid overtime at the rate of one and one-half (1 1/2) times for actual hours worked in excess of forty (40) hours during any one week, unless stated elsewhere in this agreement.

The overtime rate of two (2) times the basic hourly rate, for all staff, shall be paid for all consecutive hours worked over twelve (12).

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, excluding on call hours.

Subd. 5. Short Notice Overtime. Short notice overtime with less than 2 hours’ notice arising from unexpected needs shall be offered in order of seniority, provided that the senior employee possesses the necessary skills, to only those Employees already on site. In all other instances, the process set out in Article 8, Section 2 shall apply. This subdivision will not apply to same day open shifts in departments which use Kronos scheduling.

Section 5. Change of Schedule. At least thirty (30) days advance notice in change of scheduling will be posted on the bulletin board. This shall not apply to emergencies, shift vacancies caused by resignation, PTO coverage and to temporary changes made by the Employees in work schedules for their own convenience, which are acceptable to the Employer.

Section 6. Call Back. 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 worked will be calculated as hours worked in determining overtime.

Section 7. Shift Differential.

Subd. 1. Definition.
a. **Evening Shift.** A shift where half or more of the hours occur after 3:00 p.m.

b. **Night Shift.** A shift where half or more of the hours occur after 9:00 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.**

a. Employees required to work an evening shift will receive premium pay per hour as follows:

$1.50

b. Employees required to work a night shift will receive premium pay per hour as follows:

$1.75

**Section 8. Double Back.** Employees working with eight (8) hours or less between shifts will receive a premium of time and one half (1-1/2) for the double back shift.

Voluntary trades and requests made by the Employee for the convenience of the Employee will not receive the premium pay.

**Section 9. Off Site On-Call Pay.** Employees who are assigned to be on call, off site, shall be compensated at the rate of four dollars and fifty cents ($4.50) per hour for all hours of such duty.

Employees who report to work after being called in will be compensated from the start of the shift for which the Employee is reporting.

**Section 10. Lead Pay.** Employees who are assigned lead duties shall be paid one dollar and fifty cents ($1.50) per hour in addition to their base rate of pay.

**Section 11. Blended Positions.** Employees who are required to work in blended positions shall be paid at the higher base rate of pay for the positions being blended for all hours worked.

**Section 12. Unscheduled Weekend Premium.**

All non-casual Employees will receive one and one half (1-1/2) times their regular
rate of pay for working an unscheduled weekend. This premium does not apply to trades made by Employees for their own convenience subject to manager’s approval.

ARTICLE 26 - JOINT LABOR MANAGEMENT COMMITTEE

A Joint Labor Management Committee shall be established to support improvement of labor and management cooperation, build trust and understanding, improve communications and to engage in joint problem solving on areas of mutual interest. The Committee is charged with discussing, exploring and studying issues referred to it by either party. These issues may relate to organizational effectiveness, operational challenges, communications, job enrichment, planning and scheduling, staffing, modifying behavior patterns, productivity improvement, new technologies, training and development, utilization of employee skills and knowledge, improving working relationships between management and Local 70’s leadership and membership and other issues of mutual concern. The Committee may with mutual agreement establish subcommittees and/or task forces to address issues as seems appropriate.

The Committee will consist of an appropriate number of representatives of the Union and Cambridge Medical Center not to exceed five members per side not including the Union business agent or the Allina Labor Relations representative. The Committee will meet bi-monthly or at a different frequency, with the agreement of the parties. The Union and Management will select a chairperson for the Committee and they will serve as equal co-chairs for the Committee. Agendas will be prepared jointly for review by Committee members prior to each meeting. Topics will be recorded as they are discussed.

The Committee shall not have the authority to change, modify, or infringe on the terms and conditions of the collective bargaining agreement. No specific grievances shall be discussed, although topics that could lead to grievances may be discussed. No bargaining shall take place and when an issue that is of mutual benefit to the Union and Management surfaces and is covered by the collective bargaining agreement, the appropriate Union business agent and Management representative should be notified prior to further discussion of that issue. The Committee may be authorized to discuss the issue and develop proposals if both parties agree, but the decision will be made through the appropriate collective bargaining process.

The parties may utilize the Federal Mediation and Conciliation Service (FMCS) to
assist with the implementation of this provision.

**ARTICLE 27 - 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 28 - SAVINGS CLAUSE**

Any federal or state laws and city ordinances which supersede any part of this Contract shall not void any condition of this Contract which is not in conflict with such laws or ordinances.

**ARTICLE 29 - TERM OF AGREEMENT**

This Agreement shall be in full force and effect from January 1, 2019 (the Effective Date) through December 31, 2021. This Agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other party in writing, at least ninety (90) days prior to December 31, 2021, or December 31 of any year thereafter, of its intention to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF the parties hereto have signed this Agreement this 14th day of January 2019.

**Allina Health d/b/a Cambridge Medical Center**

Diane Rasmussen, HR Director

Nancy Treacy, Finance Director

Melissa Lindquist, HR Generalist

**International Union of Operating Engineers, Local No. 70**

Michael Dowdle, President

David Monsour, Business Manager

Linda Powers, Recording Secretary
LETTER OF UNDERSTANDING

between

Allina Health d/b/a Cambridge Medical Center

and

Local 70 of the International Union of Operating Engineers

SUBJECT: Posting of Schedules

Allina Health d/b/a Cambridge Medical Center ("Employer") and Local 70 of the International Union of Operating Engineers ("Union") have agreed to replace Article 8 (Posting of Schedule/Open Shifts/Low Need Adjustments), Section 1 (Posting) of the collective bargaining agreement with the following:

"Section 1. Posting.

Staffing schedules shall be based upon the staffing matrix for the department.

For all departments except those listed below, schedules will be posted a minimum of thirty (30) days in advance. For the following departments, a draft schedule will be posted at least twenty-two (22) days in advance and a final schedule will be posted at least ten (10) days in advance: Medical/Pediatrics, Mental Health, Specialty Care, Surgical, Maternity, Emergency Department and Surgical Services. The Employer may make changes to the draft [HUC department] schedule between the posting of the draft schedule and the posting of the final schedule.

Regardless of the department, following the posting of the schedule, shift by shift adjustments will be made to adjust for increases and decreases in patient need and the needs of the organization."

AGREED TO:

CAMBRIDGE MEDICAL CENTER

By

Its Human Resources

Local 70, IUOE, Business Manager

By

Its Business Manager
Dated Jan. 16, 2019

ALLINA LABOR RELATIONS
By
Its LR Counsel
Dated 1-14-19

Dated 1-5-19

Local 70, IUOE, Business Representative
By
Dated 1-5-19

Cambridge Steward
By
Its Steward
Dated 1-11-19