AGREEMENT

Between

REGINA HOSPITAL

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70

March 23, 2017 through October 31, 2018
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<td>TERM OF AGREEMENT</td>
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The effective date of this contract shall be from March 23, 2017 through October 31, 2018.

This Agreement, by and between the Regina Hospital of Hastings, Minnesota, herein referred to as the Employer, and Local No. 70 of the International Union of Operating Engineers, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining representative for all operating engineers, maintenance engineers, maintenance technicians, and building and grounds maintenance men, excluding janitors, unless more than fifty percent (50%) of their time is devoted to maintenance engineering, and excluding all other employees of the Employer.

Section 2. The Employer shall not enter into any agreement with employees coming under the jurisdiction of this contract, either individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 2 – UNION SHOP

Section 1. Union Membership. All persons now employed or hereinafter employed by Regina Hospital, thirty-one (31) days from the date of their employment, and coming under the jurisdiction of this Agreement shall become and remain members in good standing of the International Union of Operating Engineers, Local No. 70, AFL-CIO, or alternately shall pay the portion of the initiation fee, dues and assessments that are uniformly applied to all members covered by this Agreement that relate to the Union’s representation function.

Section 2. Nonpayment. Upon written notice by the Union to the Employer that a certain individual is not in good standing in the Union because of non-payment of dues or initiation fees, it shall be sufficient notice for the removal of the individual from the job, under the terms of this Agreement, within thirty
(30) calendar days.

The Union shall indemnify and defend Regina Hospital from any claims of an employee so terminated.

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

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

ARTICLE 3 – UNION BUSINESS

The Business Representative shall be allowed to visit the Employer at all reasonable times in order that he or she may be assured that this contract is being properly administered according to its terms.

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ARTICLE 4 – WAGES AND HOURS

<table>
<thead>
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<th>Classification</th>
<th>11/1/2016</th>
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<th>11/1/2018</th>
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<tr>
<td>Lead Engineer</td>
<td>$32.94</td>
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<td>Maintenance Engineer</td>
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<td>$32.35</td>
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<td>Maintenance Technician</td>
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<tr>
<td>Start</td>
<td>$17.89</td>
<td>$18.25</td>
<td>$18.61</td>
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<td>2 years</td>
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<td>3 years</td>
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<tr>
<td>5 years</td>
<td>$21.21</td>
<td>$21.63</td>
<td>$22.06</td>
</tr>
</tbody>
</table>

Section 1. Pay increases due to change in classification will be effective the first pay period following the date of reclassification.

Section 2. Additional wages over scale may be paid to Lead Engineer for additional job responsibilities.

Section 3. Designated Maintenance Engineers shall receive Lead Engineer scale when replacing Lead Engineer for a shift or longer. Lead assignments shall be distributed as equitably as possible among qualified employees.

Section 4. Normally, overtime will be equally distributed, provided the employee is qualified to perform the available work.

Section 5. The work week shall consist of five (5) eight (8) hour shifts, four (4) ten (10) hour shifts or a combination of eight (8) and ten (10) hour shifts. In addition to the regular work shift described in the preceding sentence, an employee shall be entitled to a thirty (30) minute unpaid meal break. When an employee is scheduled to work alone on his or her shift, the Employer will provide that employee with a thirty (30) minute paid meal break which may be scheduled during the employee’s regular shift. Overtime will be paid if the employee works more than eight (8) hours on a scheduled eight (8) hour shift.
or works more than ten (10) hours on a scheduled ten (10) hour shift or if the employee works more than forty (40) hours in a work week. Sick leave, holidays, vacation and funeral leave, which are compensated absences as defined in this Agreement, will be counted as days worked for overtime purposes. The work week for employees covered by this contract shall be the work week in place from time to time for non-contract employees of the Employer. The Employer will give a forty-five (45) calendar day advance written notice of the schedule change.

Section 6. If required to be “on-call” for the Employer, employees will be compensated at the rate of four dollars ($4.00) per hour. The Employer agrees to continue the current pay practice with respect to when an employee who is scheduled on-call is called into work and this practice requires the Employer to pay the greater of overtime or three (3) hours of straight time for the first call in but only for those employees who are scheduled on-call by the Employer. That practice provides that an employee who is scheduled for on-call and is called into work shall receive time and one-half for time worked during the call-in and if there is any remainder of the three (3) hour guarantee left, the employee will receive straight time for that period. For example, if an employee who is on-call is called into work and works one (1) hour that employee shall receive time and one-half (1-1/2) for that one (1) hour and two (2) hours at straight time. In addition, the Employer will continue the current practice of not pyramiding regular pay with on-call pay. Finally, an employee who is called into work who was not on a scheduled on-call status will be eligible for the three (3) hour minimum call in guarantee, as set forth above, if that employee receives permission from his supervisor prior to reporting to work. If the employee does not receive permission from his supervisor he will not be eligible for the three (3) hour minimum guarantee. The three (3) hour minimum guarantee will not overlap the beginning of the employee’s regularly scheduled shift. For example, if an employee is called in and reports to work at 5:00 a.m. and his regular shift of work commences at 6:00 a.m., that employee will only be eligible for a one (1) hour minimum guarantee. Subsequent callbacks within the same call shift will be paid as a new call as described in the preceding sentence of this Section 6.

Section 7. Employees shall be paid a shift differential of ninety cents ($0.90) per hour for working on a shift commencing on or after 11:00 p.m. and ending
at or before 7:00 a.m. and a shift differential of seventy-five cents ($0.75) per hour for working on a shift commencing on or after 3:00 p.m. and ending at or before 11:00 p.m.

Section 8. The Employer reserves the right, in its discretion, to give experience credit to employees and/or to pay above the rates as set forth above in the Maintenance Technician Classification.

ARTICLE 5 - HOLIDAYS

Section 1. The following holidays are recognized: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Effective November 1, two (2) floating holidays will be provided to be scheduled by mutual agreement between the parties. Newly hired employees would have to be employed for six (6) months in order to be eligible for the floating holidays in that contract year.

Section 2. Employees covered hereunder, required to work on said holidays, shall receive two and one-half (2-1/2) times the straight time base pay for all hours worked on such holidays, including hours in excess of eight (8); however, no additional overtime shall be paid.

Section 3. Employees covered hereunder, not required to work on said days, and shall nevertheless receive eight (8) hours straight time pay for each of the holidays listed above.

Section 4. To be eligible to receive this holiday pay, an employee shall be at work for his/her scheduled shift immediately preceding and immediately following said holiday, unless the employee is on vacation or compensated sick leave, in which case the employee shall receive the holiday pay.

Section 5. When a holiday falls during the vacation period of an employee, he/she shall receive either an additional day of vacation or a sum equivalent to a full shift's straight time pay at the Employer's option.

Section 6. Any employee who has one (1) or two (2) of their floating holidays
left at the last paycheck of the contract year will be paid for that time on that paycheck.

**ARTICLE 6 – PAID TIME OFF (PTO)**

**Section 1.** The Employer will provide to eligible employees, the non-contract PTO plan with the following benefit accrual. The Employer retains the right to adjust plan procedures.

**PTO Accrual Chart (Full-time Employees)**

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual Rate</th>
<th>Annual Accrual</th>
<th>Max Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 4</td>
<td>.076</td>
<td>19 days or 152 hours</td>
<td>38 days or 304 hours</td>
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<tr>
<td>5 – 9</td>
<td>.096</td>
<td>24 day or 192 hours</td>
<td>48 days or 384 hours</td>
</tr>
<tr>
<td>10+</td>
<td>.12</td>
<td>30 days or 240 hours</td>
<td>60 days or 480 hours</td>
</tr>
</tbody>
</table>

**Section 2. Part-time Employees.** If you are a part-time, benefit eligible employee, you will accrue PTO hours at a pro-rated amount based on the actual hours worked equal to your full-time employment (FTE) status.

**ARTICLE 7 – BEREAVEMENT LEAVE**

An employee may grant up to three (3) days leave without loss of pay in each case of a death in the family. Family includes the following:

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

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

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

ARTICLE 8 – HEALTH AND DISABILITY INSURANCE

Effective January 1, 2014:

Section 1. Medical Insurance Plan. Eligible employees covered by this Agreement will be able to participate in the Employer’s medical benefit plan(s) under the same terms and conditions as non-contract employees of the Employer and as the plan(s) may be amended from time to time by the Employer. Any changes to the Employer’s plan(s) shall be applicable to employees covered by this Agreement. The Employer will advise the Union of any premium increases as soon as possible.

Section 2. Alternate Medical Plan. In the event the Union institutes its own medical 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 one-hundred twenty (120) days’ advance notice of the change in writing. Any such change must occur as of the first day of the Employer’s plan year (which is January 1 as of this Agreement).

The Employer further agrees to contribute to the Union plan a dollar amount equal to the amount required by the plan or the amount the Employer would have paid for medical plan coverage under Section 1 above for the plan in which the most non-contract Allina Health employees are enrolled in, 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, provided that the Union provides written authorization signed and dated by the employee for such deduction.

Effective January 1, 2014:

Section 3. Dental Insurance Plan. Eligible employees covered by this Agreement will be able to participate in the Employer’s dental insurance plan(s) under the same terms and conditions applicable to non-contract employees of the Employer and as the plan(s) may be amended from time to time by the Employer. Any changes to the Employer's plan(s) shall be applicable to employees covered by this Agreement. The Employer will advise the Union of any premium increases as soon as possible.

ARTICLE 9 – GRIEVANCE AND ARBITRATION

Section 1. Grievance Procedure. The parties agree that the Grievance Procedure will be used to resolve any dispute and/or disagreement arising out of the interpretation, application, or adherence to the terms or provisions of this Agreement or other mutual agreements that have been formalized in writing or past practices without a sunset clause. The following steps will be used.

Step 1. The employee and/or steward/designee, if desired, shall meet with the immediate supervisor to discuss and resolve the issue. The resolution shall not set a precedent unless approved by the Union Business Representative and the Human Resources Department.

Step 2. If the issue is not resolved in the Step 1 discussion, the Union may submit the issue in writing to the Human Resources Department with a copy to the Department Manager within fourteen (14) calendar days after the occurrence. Within thirty (30) calendar days after the submission of the written grievance, a meeting to review the grievance shall be held among representatives of the Employer and the Union. Within fourteen (14) calendar days following the Step 2 meeting, the Employer shall submit a written reply to the Union and the employee.
**Step 3.** If the grievance is not resolved in Step 2, either the Employer or the Union may refer the matter to arbitration. Any demand for arbitration shall be made in writing and must be received by the other party within fourteen (14) calendar days following receipt by the Union of the Employer’s written reply to the grievance, unless in accordance with Section 2, the parties agree to mediate the grievance.

**Section 2. Mediation.** After completion of Step 2 in the grievance process, up to the convening of any arbitration hearing, the parties may mutually agree to enter into mediation as an alternative means to resolve the issue. During the mediation process, the time limits in this Article shall be suspended. Mediators from the Federal Mediation and Conciliation Services shall be used unless the parties mutually agree to another source. Any agreement made shall be put in writing with copies to all parties involved. As such time that either party determines agreement cannot be reached, the grievance may be submitted to arbitration as described in Section 3 of this Article. If arbitration has not been requested, the demand for arbitration must be made within fourteen (14) calendar days following notice that the other party determines an agreement cannot be reached. Any options discussed in the mediation process will not be raised during arbitration.

**Section 3. Arbitration.**

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

**Subd. 2. Arbitrator’s Authority.** The arbitrator shall have no authority to add, subtract, or modify the terms and provisions of this agreement. The arbitrator shall be confined to the issues raised in the written grievance and it shall have no power to decide any other issues.

**Subd. 3. Arbitrator’s Decision/Cost of Arbitration.** The decision of the neutral arbitrator shall be final and binding on the Union, Employer, and the employee. The fees and expenses of the neutral of the neutral
arbitrator shall be divided equally between the Employer and the Union.

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

ARTICLE 10 – SENIORITY

Section 1. Employees shall be regarded as temporary employees for the first ninety (90) days of their employment. There shall be no responsibility for the re-employment of these temporary employees if they are discharged or laid off during this period. After ninety (90) days continuous employment, the names of such employees shall then be placed on the seniority list in the order of the date they started to work.

Section 2. Seniority shall be based on length of service in the employee's classification. In making temporary layoffs to reduce the working force, the employee with the least seniority in the classification shall be first laid off, and in recalling employees to work, employees with the most seniority in the classification to be recalled shall be first called back to work. Employees moving to a new classification covered by this Agreement shall have a new seniority date, which shall be the date the employee assumes the position in the new classification. Employees moving to a new classification who have previously been covered by this Agreement or employees who are hired into positions for the first time that are covered by this Agreement shall retain length of service credit for purposes of benefit accrual. The Employer agrees that the use of Maintenance Technicians will not cause the Employer to layoff Maintenance Engineers.

Section 3. The name of an employee shall be removed from his/her seniority list upon:

(a) Voluntary quitting of job.
(b) Discharge for just cause.
(c) Expiration of eighteen (18) months following layoff.
(d) Failure to report for work within one (1) week after notice to report for work, such notice to the last known telephone number or address on file with the Employer.

(e) In the event of layoff, the Employer will provide two (2) weeks' severance pay to employee.

Section 4. When the Employer intends to fill any bargaining unit position; such vacancy shall be posted for a minimum of five (5) days. The position will be awarded on the basis of qualifications to fill the position. Where qualifications are substantially equal, seniority will preside. Lead Engineer is a position selected by the Employer and is not subject to the posting provision of the contract. Lead Person positions will be subject to a six (6) month trial period.

Section 5. The Employer shall have the exclusive right, except as otherwise provided in this Agreement, to layoff or transfer employees.

ARTICLE 11 – NO STRIKE OR LOCKOUT

The Employer, the Union and employees recognize that it is essential that patient care be provided on an uninterrupted basis for the welfare of the patients and the community. Accordingly, the Union and the employees agree that there shall be no strike, picketing, work stoppages, slowdowns, leafleting or sympathy strikes during the term of this Agreement. This prohibition against strikes and other actions prohibited by this Article shall be absolute and shall apply regardless of whether the dispute is subject to arbitration under the grievance arbitration provisions of Article XI. The Employer agrees that there shall be no lockout of any kind whatsoever during the term of this Agreement.

ARTICLE 12 – TERMINATION

Section 1. The Employer and the Union recognize the principle of a fair day's work for a fair day's pay. Employees who repeatedly fail to meet normally expected work requirements shall be informed of such failure by notice in writing with a copy thereof sent to the Union. If the employee still fails to meet such requirements, he/she shall be subject to disciplinary action including
discharge.

Section 2. The Employer may discharge for just cause, including but not limited to in competency, neglect of duty, insubordination, dishonesty, or violation of work rules. The Employer may also discharge any employee who remains away from work without cause, or having cause, fails to notify the Employer of the reason for his/her absence within one (1) hour from the time he/she should have reported for work.

Section 3. Employees will be required to give the Employer two (2) weeks advance written notice of termination and must work the entire period of this notice. It is understood and agreed that accrued PTO does not become earned until an employee has complied with the requirements of the two (2) week notice of termination as set forth above. Failure to meet this notice requirement shall cause any accrued and unused vacation to be forfeited.

ARTICLE 13 – JURY DUTY

The Employer agrees to pay an employee called for jury duty the difference between such jury duty pay and his/her regular base rate of pay.

ARTICLE 14 – LEAVE OF ABSENCE

An employee desiring a leave of absence from the job must secure permission from the Employer in writing, stating the reason for the leave of absence and the date of return. In case of emergency or other causes requiring special consideration, an extension of the leave of absence may be obtained from the Employer at its discretion, but such extension must also be in writing. Failure to comply with this provision shall result in loss of all seniority standing. Leaves taken pursuant to the Family Medical Leave Act will run concurrently with leave authorized by the Article.
ARTICLE 15 – SAFETY SHOES/UNIFORMS

Section 1. Employees will be required to wear Safety Shoes. Safety Shoes will be provided by the Employer and will be replaced as they wear out. Safety Shoes are only to be worn during hours at the Employer; personal use is not permitted.

Section 2. The Employer agrees to furnish each employee with three (3) uniforms, annually on or about November 1st of each year, to be worn by the employee while at work. It is understood that the uniforms are to be worn at work only, and may be laundered at work.

ARTICLE 16 – MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the Management of the Complex and the direction of the working forces shall be vested solely and exclusively in the Employer.

ARTICLE 17 – RETIREMENT PLAN

Effective January 1, 2015:

The Employer will provide to eligible employees covered by this contract a retirement plan. The terms and conditions of that plan shall be the same that is offered, from time to time, to non-contract employees of the Employer and as the plan may be amended from time to time by the Employer. However, during the term of this Agreement, the Employer agrees to maintain the following Employer contributions:

1. An Employer matching contribution of fifty cents ($0.50) per one dollar ($1.00) employee contribution to the Allina 401(k), up to a maximum of two percent (2%) of eligible earnings.

2. An annual Employer contribution based on years of vesting service
(as of year-end) as follows:

<table>
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<tr>
<th>Duration</th>
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<tr>
<td>1 to 5 years</td>
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<tr>
<td>6 to 10 years</td>
<td>3.5%</td>
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<tr>
<td>11 to 15 years</td>
<td>4.0%</td>
</tr>
<tr>
<td>16 or more years</td>
<td>4.5%</td>
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</table>

Employer contributions will be made in accordance with terms of the Allina 401(k) plan and Allina Health policy. Employees will not be eligible for any contribution other than those outlined in Sections 1 and 2 above.

**ARTICLE 18 – TERM OF AGREEMENT**

This Agreement shall be in full force and effect from **March 23, 2017** through **October 31, 2018**. This Agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other in writing, at least ninety (90) days prior to **October 31, 2018** or **October 31** of any year thereafter, of its intention to change, modify or terminate this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as follows:

**For: Regina Hospital**

Kristen Novak  
Director, Human Resources

Debra Foster  
Human Resources Consultant

Steven Sandeen  
Manager, Facility Services

**For: International Union of Operating Engineers Local 70**

David Monsour  
Business Manager

Michael Dowdle  
President

Linda Powers  
Recording Secretary
LETTER OF UNDERSTANDING

between

Allina Health d/b/a Regina Hospital

and

International Union of Operating Engineers, Local No. 70

SUBJECT: Correction of Contract Effective Dates

Allina Health d/b/a Regina Hospital and International Union of Operating Engineers, Local No. 70 entered into a collective bargaining agreement effective March 23, 2017. The parties recognize that the contract contains errors related to the expiration date. The parties agree that the correct expiration date is October 31, 2019 and should be reflected as such throughout the contract. Specifically, the following sections contain the incorrect expiration date (2018) and should be corrected as follows:

- Cover Page: “March 31, 2017 through October 31, 2018.”
- Introductory section (page 3): “The effective date of this contract shall be from March 23, 2017 through October 31, 2018.”
- Article 18 – Term of Agreement (page 16): “This Agreement shall be in full force and effect from March 23, 2017 through October 31, 2018. This Agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other in writing, at least ninety (90) days prior to October 31, 2018 or October 31 of any year thereafter, of its intention to change, modify, or terminate this Agreement.”

AGREED TO:

ALLINA LABOR RELATIONS

By: [Signature]

Its: [Title]

Dated: 9/5/18

LOCAL 70 IUOE

By: [Signature]

Its Business Representative

Dated: 8-30-18

LOCAL 70 IUOE

By: [Signature]

Its Business Manager

Dated: 8-31-2018