

FINAL SIGNED CONTRACT
Effective January 1, 2010 - December 31, 2012

Labor Agreement

Between

**Allina Hospitals & Clinics
Medical Transportation**

And

**The International Association of
EMTs and Paramedics/NAGE Local 167**

**Affiliated with Services Employees
International Union, NAGE**

Effective
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ARTICLE 1
MANAGEMENT RIGHTS

- 1.1 Except as specifically limited by the expressed written provisions of this Agreement, the management of employees and the direction of the working forces shall be vested solely and exclusively in management. The Union recognizes that the Employer is not required to meet and negotiate on matters of inherent management rights. This Article is not intended to limit the employer's obligation to bargain with the Union over mandatory subjects of bargaining.
- 1.2 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 work locations. To determine the number of employees at each work location, to lay off employees, to assign and delegate work, to respond to changes in demand and employment to maintain and improve efficiency, to require observance of Employer rules, regulations, and other policies, to determine the methods and equipment to be utilized and the type of service to be provided, and to change, modify, or discontinue existing methods of service and equipment to be used or provided. The foregoing illustrations of the Employer's inherent management rights will not be deemed to exclude other inherent management rights and functions not expressly stated herein.

ARTICLE 2
UNION SECURITY

- 2.1 **Union Recognition** – The employer recognizes the Union as the exclusive bargaining agent for all full time and regular part time Emergency Medical Technicians, Mechanics, Paramedics, Dispatchers, Specialized Transportation Drivers, EMK, Parts Specialist, Couriers, Maintenance Worker, Supply Specialists and Vehicle Service Technicians.
- 2.2 **In the event that Allina Medical Transportation acquires another entity that maintains employees in any of the classifications defined above, and such employees are determined to be part of the bargaining unit as certified by the NLRB under the NLRB's rules and regulations and covered under this agreement, the following will apply:**
- 2.2.1 **Seniority**
- 2.2.1.1 **Effective on the date of acquisition, covered employees of the acquired entity will be granted seniority under this agreement based under the following terms.**
- 2.2.1.1.1 **Year for year seniority will be based on compensated hours (excluding off premise on-call hours) for each calendar year of employment up to a maximum of 1040 hours per**

year times the employees most current FTE status with the acquired entity.

2.2.1.1.2 Partial year seniority will be calculated by multiplying the number of calendar days in the partial year by 2.84 hours for each partial day, times the employees most current FTE status with the acquired entity.

2.2.1.1.3 The union will be responsible for establishing a final seniority list, with approval from the Allina Medical Transportation Labor Management Committee.

2.2.1.2 In the event of a reduction in force, employees from the acquired entity will be reduced in reverse seniority order based on their date of hire with Allina Medical Transportation.

2.2.2 Compensation and Benefits

2.2.2.1 For the purpose of salary, employees from the acquired entity will be placed at an hourly rate equivalent to the hourly rate of AMT employees within the same classification and equivalent years. Prior to implementing the salary changes the parties agree to meet and confer on the appropriate method used to place employees from the acquired entity. Subsequent salary increases will be in accordance with Article 32, Compensation.

2.2.2.2 For purpose of PTO, employees from the acquired entity will be placed at the equivalent accrual rate based on their total years of service with the acquired entity in accordance with Article 15, Paid Time Off.

2.2.2.3 All other benefits will be based on the actual date of hire with Allina Hospitals & Clinics.

2.2.3 Staffing and Scheduling

2.2.3.1 For the first bid cycle following the acquisition, employees of the acquired entity will only bid for schedules in their former service area. Any open shifts in the former service area will then be filled by other employees of Allina Medical Transportation following completion of the appropriate orientation period. At the conclusion of the first bid cycle, employees of the acquired entity will be integrated into the current Allina Medical Transportation shift bidding process and awarded schedules based on their seniority with Allina Medical Transportation.

2.2.4 Except as specifically provided above, all other provisions of this collective bargaining agreement will apply to employees of the acquired entity.

2.2.5 The parties recognize that these provisions may not fully anticipate the nature of such changes as occurring or may occur in the future. In the event that such changes are not addressed through this provision, the parties mutually agree to negotiate the appropriate application of the collective bargaining agreement.

- 2.3 Union Security** – All employees 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 implementation of the first contract, whichever is later for the individual employee, become and remain members in good standing of the Union, or alternately pay the portion of the dues and assessments that are uniformly applied to all members covered by this Agreement that relate to the Union’s representation function.
- 2.4 Non-payment of dues** – Upon written notice by the Union to the Employer that an employee is not in compliance with the preceding paragraph labeled “UNION SECURITY” of this article, the Employer shall notify within five (5) working days of the Employer’s receipt of such notice, such employee of the requirement to terminate for non-compliance. Failure by such employee to comply with paragraph labeled “UNION SECURITY” of this article within fourteen (14) days of the date of receipt of notice from the Employer, will result in termination. The Union shall indemnify and defend the Employer and it’s agents from any claims of an employee so terminated, provided, the Employer and /or its agents may retain defense at their own cost in the event of a conflict.
- 2.5 Dues Deduction** – The Employer agrees to deduct dues, fees, and assessments from the wages of employees covered by this Agreement. Such deductions shall be made only for employees who voluntarily provide written authorization directing that such deductions be made. Deductions/*Fair Share* shall be made each payroll period and remitted to the Union within ten (10) days after the end of the month with a list of the names of employees and the deductions made. The Union agrees to refund promptly any dues found to have been improperly deducted and remitted to the Union.
- 2.6 New Employee Notice** – Within seven (7) calendar days after an employee covered by this Agreement begins work, the Employer shall transmit to the Union office and the applicable Local 167 Union Representative, written notification thereof, stating the employee’s name, address, classification, status, and date of employment.
- 2.7** On a monthly basis, the Employer shall provide to the Local 167 Treasurer, an employee list indicating changes in status and addresses

ARTICLE 3
UNION RIGHTS

- 3.1 Unless modified or abridged by this Agreement, the Union shall retain all of its rights under the NLRA.
- 3.2 The Union shall have the right to designate Representatives and Stewards. Off-duty Union Representatives will not be compensated for this representation by the employer. A list shall be provided to Management, and any changes to this list shall be forwarded within seven (7) calendar days.
- 3.3 Union Representatives and Stewards shall have the right to submit and process grievances in accordance with (grievance article), investigate conditions of employment, meet with employees, have reasonable space on company bulletin boards for the posting of notices, and orient new employees to the Union. Information shall be current, appropriate and maintained by the union representative.

ARTICLE 4
DURATION, RENEWAL AND MID-TERM BARGAINING

- 4.1 This Agreement shall be in full force and effect as of January 1, **2010** through December 31, **2012** and shall continue in full force and effect from year to year thereafter unless written notice of a desire to change, modify, or terminate this Agreement is given by either party to the other party in writing at least ninety (90) days prior to January 1 of any year.
- 4.2 When this Agreement has been reopened as provided in the preceding sentence, each party shall submit to the other in writing its proposals with respect to the terms and provisions it desires to change, modify, or terminate.
 - 4.2.1 Such proposals shall be submitted on or before October 15th of the year in which the Agreement is reopened.
 - 4.2.1.1 If the parties cannot reach resolution, a mediator from the Federal Mediation and Conciliation Service (FMCS) may be called in to help resolve the issue.
 - 4.2.2 Any modification or change agreed to as a result of such reopening of this Agreement shall become effective on the date agreed to by the parties.
- 4.3 The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, neither party shall be obligated or required to negotiate with respect to any subject or matter covered by this Agreement

during the term of this Agreement, except during re-opener negotiations commenced in accordance with the preceding paragraph.

4.4 Should a subject or matter arise that is not covered by this Agreement, the parties agree to bargain collectively over such subject or matter. Furthermore, the parties agree to use the **Interest Based Bargaining (IBB)** process in any such negotiations.

4.4.1 In the event the parties cannot reach agreement on such subject or matter by using the IBB process, either party may request that the issue(s) to be resolved be referred to interest arbitration in accordance with the relevant provisions of Article 11 of this Agreement.

ARTICLE 5

NO STRIKE/NO LOCK OUT

5.1 There shall be no strikes or lock-outs of any kind whatsoever during the term of the Agreement. The prohibition against strikes and lock-outs shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of Article 11.

ARTICLE 6

LABOR MANAGEMENT COMMITTEE

6.1 The Employer and the Union have established a joint Labor Management Committee (LMC). The purpose of this committee shall be to discuss issues of mutual interest in order to maintain a harmonious working relationship between the Employees, the Employer, and the Union. The committee shall meet on a regular basis.

6.2 Issues to be discussed may include but are not limited to training, safety, scheduling, and business performance.

6.3 The LMC may work on these issues directly or establish short/long term subcommittees to address any issue brought for discussion.

6.4 Staff selected to serve on the LMC and sub-committees, will be reimbursed for all hours spent in meeting time serving on the committee at their regular rate of pay.

6.5 Neither Management nor the Union shall waive any rights under law or under this Agreement by the discussion or disposition of any issue brought to the committee.

6.6 The LMC shall have no power to modify the terms of this agreement or adjust grievances

ARTICLE 7
EMPLOYEE STATUS

For the purposes of this Agreement, the following definitions of employee status are applicable:

- 7.1 **Full Time Employee** – Any employee regularly scheduled to work forty (40) hours or more per week.
- 7.2 **Part Time Employee** - Any employee regularly scheduled to work less than forty (40) hours per week.
- 7.3 **Benefit Eligible Employee** – Any employee with a work status of 0.5 (40 hours per pay period) and above.
- 7.4 **Casual Employee** – Any employee who has no regularly scheduled hours.
- 7.5 **Temporary Employee** – Any employee hired to fill a short-term need. This may be for up to six (6) months of employment.
- 7.6 **Probationary Employee** - There will be a recognized probationary period for new employees which will coincide with the training/performance standards for each work area (i.e. ALS, BLS, Dispatch).
 - 7.6.1 There may be a minimum and maximum probationary period set for each job class by hours worked in that job class.
 - 7.6.2 A policy shall contain the number of probationary hours for each job class. No job class shall have a probationary time period greater than 2080 hours.
 - 7.6.3 A performance improvement plan may be instituted at any point during employment.

ARTICLE 8
HOURS OF WORK

- 8.1 **Work Week** – First a.m. shift that starts on Saturday through last p.m. shift that starts on Friday.
- 8.2 **Overtime** – Work in excess of forty (40) hours in a given work week. Shall be paid at time and one-half (1 ½) of an employee’s rate of pay.
- 8.3 **Work Day** – First a.m. shift that starts after 00:00 hours through last p.m. shift of the same 24 hour period. For pay purposes, a day constitutes a scheduled work shift.
- 8.4 **Weekend Shift** – Any shift ending after 00:00 hours Saturday and ending with any shift beginning before 00:00 hours Monday.

- 8.5 **Holiday Shift** – All shifts must have at least 50% of the hours of that given shift occur on the calendar holiday for the shift to be classified as a holiday shift. ~~The Recognized~~ holidays are New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.
- 8.6 **Holdover Pay** – Employees held over at the end of their regular shift shall be paid holdover pay at the rate of time and one-half (1 ½) the employee’s regular rate of pay, for such holdover hours.
- 8.6.1 Such holdover pay at the rate of time and one-half (1 ½) shall be paid regardless of whether or not such holdover hours are in excess of forty (40) hours of work in that work week.
- 8.6.2 There shall be no pyramiding of overtime/holdover pay under this provision.
- 8.6.3 Additional hours can be added to the end of a shift and the employee asked to work the hours for straight time if the employee is not working forty hours in that week. The employee reserves the right to refuse to work the additional hours or four (4) hour shift without recrimination unless the hours are determined to be mandatory and paid at the overtime rate. This paragraph also applies when an employee is asked or mandated to move to another crew at the end of their shift.
- 8.7 **Early Start Pay** – Employees are not to start their shift before the normal assigned time unless requested to do so by staffing, dispatch or management.
- 8.7.1 Employees starting work early shall be paid at the rate of time and one-half (1 ½) for the extra time provided they still work their entire shift and do not complete their shift early.

ARTICLE 9
WORK AGREEMENTS

- 9.1 The Employer shall provide the employee with a written confirmation of the employee’s work agreement at the beginning of this contract.
- 9.1.1 This confirmation shall be standardized between the job classes and shall include the date of hire, the position title, the number of hours per payroll period for which the employee is being employed.
- 9.1.2 Requirements for weekends, holiday, on-call, overtime, and mandatory on-call/overtime will be covered in the staffing guidelines for each job class and approved by LMC.

- 9.2 Changes in this Agreement due to increased or reduced hours shall be noted in written form, and generate a new work agreement within thirty (30) days. A copy of any new work agreement signed by both parties will be provided to both parties and a copy placed in the employee's file.
- 9.3 Benefit eligible employees are required to fulfill their work agreements each pay period and use PTO if needed. Non-benefit eligible employees are required to average their work agreements each quarter. If an employee is not offered enough hours to maintain his/her work agreement, the employer is required to make the employee whole.
- 9.4 The work agreement for Greater Minnesota/Physician Outreach drivers will be calculated using the total number of hours worked within each pay period. When they work more than forty (40) hours in one week, the additional time will be paid at the overtime rate.

ARTICLE 10 **DISCIPLINE**

Occasionally disciplinary action may be warranted to correct an employee's behavior, however, no employee shall be disciplined or discharged without just cause. In order to ensure that any discipline imposed is neither arbitrary nor capricious, the following principles will guide Management's investigation and decision to issue discipline:

10.1 Just Cause:

- 10.1.1 Was the rule/work order the standard of conduct, or the performance expectation reasonable?
- 10.1.2 Was the employee given adequate notice that conduct or performance was inadequate or, because the conduct was so egregious, should the employee have known without being given notice that it was unacceptable?
- 10.1.3 Was sufficient investigation made?
- 10.1.4 Was the investigation thorough and unbiased?
- 10.1.5 Was there sufficient proof of misconduct or of the employee's failure to meet performance expectations?
- 10.1.6 Did the employee receive equitable treatment as to other similarly situated employees?
- 10.1.7 Is the considered corrective action appropriate?

10.2 Due Process:

- 10.2.1 The employee knows what is expected of his/her position.

- 10.2.2 The employee knows what is not acceptable.
 - 10.2.3 The employee knows what corrections are required.
 - 10.2.4 The employee is given reasonable time to respond to the situation.
 - 10.2.5 The employee knows what will happen if the situation is not corrected.
- 10.3 A manager may take the following actions when employees are not meeting the established performance or conduct standards: verbal coaching, verbal warning, written warnings, **final written warning**/suspension (with or without pay) or termination.
- 10.3.1 These actions do not constitute an exclusive list of possible actions and may be taken in any order.
 - 10.3.2 Some of the above disciplinary actions may be skipped or may not occur in the disciplinary process.
- 10.4 An employee will not be disciplined without being issued notification in writing of the reason(s) for such action within sixty (60) calendar days after the date the employee's immediate manager knew of the offense. The timelines for disciplinary action may be extended by written mutual agreement of the union and the employer.**
- 10.5 An employee participation in an investigatory meeting that reasonably could lead to disciplinary action shall be advised in advance of such meeting **and** its purpose. The employee shall have the right to request and be granted Union representation during the meeting. At any meeting where discipline is to be issued, the Employer will advise the employee of the right to have a Union representative at such meeting. **When an employee declines Union representation, the Steward Waiver form must be provided to the employee. The form should be signed by the employee, with a copy provided to the union.**
- 10.5.1 Employees called in for a private meeting with management shall be paid a minimum of one (1) hour if not contiguous with a scheduled shift.
- 10.6 All disciplinary action whether a verbal warning, written warning or **final written warning**/suspension shall become inactive after a period of **eighteen months** from the date of the **discipline**.
- 10.6.1 **After twelve months from the date of the discipline an employee may request a review by management to determine if such discipline can be considered inactive.**

ARTICLE 11 **GRIEVANCES**

- 11.1 All grievances shall be addressed and resolved 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.
- 11.2 The Employer agrees that a representative of the Union shall be excused from scheduled work time without loss of pay for the investigation and handling of issues and grievances over the interpretation or adherence to the terms and provisions of the Contract.
- 11.2.1 Notice of a meeting shall be given with sufficient notice, so that the Steward can plan for the meeting.
- 11.2.2 It is the expectation of both the Employer and the Union that most grievance meetings will occur within seventy-two (72) hours of the contact to arrange the meeting. The exception to this provision is in case of a serious issue that requires immediate attention. The proceeding does not apply to arbitration hearings.
- 11.3 The Employer and the Union agree to jointly offer a class for the representatives of the Employer and the Union on this Article for the purpose of achieving better uniformity in practice.
- 11.4 The process for establishing a grievance shall be as follows:
- 11.4.1 When a union member chooses to file a grievance, he/she shall:
- 11.4.1.1 Contact the Union's designated Grievance **Steward** to receive a grievance filing form.
- 11.4.1.2 The completed grievance form must be returned to the Grievance **Steward** to process the grievance according to the mutually agreed upon policy for handling grievances.
- 11.4.1.3 The Grievance **Steward** is required to submit the grievance to Human Resources.
- 11.4.1.4 The grievance must be submitted to the Employer by E-mail/fax and/or postmarked within fourteen (14) calendar days after the date of the occurrence giving rise to the grievance.
- 11.4.2 E-mail/Fax are to be the primary methods of communication throughout the grievance process.

- 11.5 **Step 1:** The employee, a union representative and the immediate manager/ supervisor will then discuss the grievance in an attempt to resolve the issue. The meeting is to occur within fourteen (14) days of the date the Employer receives written notice of the grievance.
- 11.5.1 If resolved, the resolution will be written and attached to the grievance form. Both parties have up to fourteen (14) days to sign the resolution.
- 11.5.2 **When resolution is NOT achieved, the Employer shall submit a written reply to the employee, Union and Human Resources within twenty one (21) calendar days following the Step 1 meeting.**
- 11.5.3 Both parties may agree to extend the deadline. Agreements to extend any time lines in all steps of the grievance process must be confirmed in writing to the employee, the Employer and the Union in no more than seven (7) calendar days after the verbal agreement to extend the time line.
- 11.5.4 When resolution is achieved, agreed upon, and signed at the meeting, written documentation is required to be given to the employee, Union and Human Resources within seven (7) calendar days.
- 11.6 **Step 2:** If the grievance is not resolved at the time of Step 1, a second meeting will be set up to discuss the grievance within fourteen (14) calendar days of the receipt of the written documentation of the first meeting. The meeting to consider the grievance shall be held among representatives of the Employer, the Union and the employee.
- 11.6.1 When resolution is NOT achieved, the Employer shall submit a written reply to the employee, Union and Human Resources within **twenty one (21)** calendar days following the Step 2 meeting.
- 11.6.2 When resolution is achieved, agreed upon, and signed at the meeting, written documentation is required to be given to the employee, Union and Human Resources within seven (7) calendar days.
- 11.7 **Step 3:** If there was no resolution at the Step 2 level, both parties may:
- 11.7.1 Submit the grievance to mediation within fourteen (14) calendar days of the receipt of written documentation of Step 2 outcome.
- 11.7.1.1 The mediator will be from Federal Mediation and Conciliation Services (FMCS) and the parties will use the Interest-Based Bargaining (IBB) process to try to reach resolution.
- 11.7.2 In the cases of suspension and termination, a joint decision may be made to use mediation while proceeding to arbitration.

- 11.7.3 The parties agree that any solution reached at this level will be a binding solution and will be documented.
- 11.7.4 When resolution is achieved, agreed upon, and signed at the meeting, written documentation is required to be given to the employee, Union and Human Resources within seven (7) calendar days.
- 11.8 **Step 4:** If the grievance is not resolved in Step 3, either the Employer or Union may refer the matter to arbitration.
 - 11.8.1 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.
 - 11.8.2 The arbitration request shall be referred to FMCS to get a panel of names for selection of an arbitrator. The process for selecting an arbitrator shall be contained in the mutual grievance agreement between the Employer and the Union. In the event that the Employer and the Union cannot agree upon a neutral arbitrator within five (5) days, a second panel may be requested.
 - 11.8.3 The decision of the neutral arbitrator shall not change the terms and conditions of the contract and 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.
 - 11.8.3.1 The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.
- 11.9 **Any time limit imposed by this Article may be extended, provided that prior to the expiration of that time limit both parties agree to the extension in writing. If either party fails to meet a time limit imposed by this Article, the grievance shall be resolved in favor of the opposing party based on that party's last stated position. A grievance resolved in this manner shall be without precedence and the party that failed to meet the time limit shall have no further recourse.**

ARTICLE 12

SENIORITY

- 12.1 Seniority lists will be updated and posted **prior to the spring bid each year.**
 - 12.1.1 Employees will be able to challenge only the hours for the previous year.
 - 12.1.1.1 The employee will be required to provide documentation for the correction.

- 12.2 There will be two (2) seniority lists maintained for each employee within each job classification.
- 12.2.1 One list will be generated from the date of hire within the company. This list shall not be subdivided by FTE status.
- 12.2.1.1 This list will be used for such things as job postings outside of classification and layoffs.
- 12.2.2 A second list will be maintained for all compensated hours within each job classification (off premise on-call hours are not counted for seniority as part of this section.)
- 12.2.2.1 This list shall be subdivided into two groups 1.0 to 0.5, and less than 0.5.
- 12.2.2.2 This list will be used for but not limited to schedule bids, job postings within the same job classifications, PTO, etc.
- 12.2.2.3 The EMT's shall be divided into four (4) separate seniority lists for hours worked in job class.
- 12.2.2.3.1 The lists are to be called, Metro, Buffalo, Cambridge, and On-Call.
- 12.2.2.3.1.1 The On-Call EMT's currently work on-call shifts and employees in this group will have a seniority list only by hire date for the purpose of job posting application and lay-off.
- 12.2.2.3.2 There may be multiple On-Call seniority groups separated by geographical areas.
- 12.2.3 All benefit eligible employees will bid for PTO by hours of work in each job class.
- 12.3 Hours of work seniority will be granted for light duty, workers compensation, short-term disability, Frozen Sick Leave, and PTO.
- 12.4 Active military leave will be granted full seniority credit for the time of active duty. Weekend and annual military training leave will be granted seniority credit according to USERRA even if the time is not compensated by AMT.
- 12.5 No seniority accrual will be granted for unpaid personal leaves.

- 12.6 Employee Medical and Family Medical leaves will receive up to 26 weeks calendar time seniority credit from the time of occurrence according to FMLA eligibility, regardless if the time is compensated or not by AMT.
- 12.7 New Child & Parental leaves will receive up to 13 weeks calendar time seniority credit from the time of occurrence according to FMLA eligibility, regardless if the time is compensated or not by AMT.
- 12.8 Seniority credit will be granted according to the employee's assigned FTE status at the start of the leave.
- 12.9 Any employee who changes job classifications will start at zero (0) hours in the new job classification.
- 12.9.1 Seniority hours in the vacated job classification will be frozen and permanently maintained as long as the employee remains employed by Allina Hospitals and Clinics.
- 12.10 Separated employees can return up to two (2) years after termination to the same job class and keep the same seniority in that job class as they had before their termination.
- 12.11 Seniority hours will be capped at 2080 hours per year.
- 12.11.1 Only actual hours worked in a job class can be assigned to that job class.
- 12.11.2 **Employees in more than one job class at Transportation** that work more than 2080 hours can decide how many hours to assign to seniority to each job class.
- 12.11.3 **Employees new to a job class within the payroll year (26 pay periods per year) can accrue up to a maximum 5.69 hours per-calendar day employed in that job class.**
- 12.12 The LOA summary of benefits will be available to the employee on request from the Human Resource Service Center.

ARTICLE 13

STAFFING

Issues regarding staffing may be referred to the Labor Management Committee (LMC) for input/advice.

- 13.1 LMC shall have a subcommittee called Staffing Committee which will be assigned to address issues related to staffing.
- 13.1.1 This committee shall report their recommendations to LMC.

13.2 The filling of open shifts will be done according to current staffing guidelines for each job class.

13.2.1 Overstaffing

13.2.1.1 When more than the needed amount of employees report for the start of a shift and the error is the result of staffing scheduling too many employees, the extra employee will be sent home with four (4) hours pay as compensation.

13.2.2 End of Shift Holdover

13.2.2.1 Management reserves the right to hold an employee over at the end of a shift for no more than four (4) hours. An accountable manager will make the decision to hold an employee over.

13.3 Posting of Work Schedules

13.3.1 Work schedules for all job classes will be electronically posted a minimum of fourteen (14) days prior to the start of the pay period.

13.4 Shift Bids

13.4.1 A shift bid will be held at least twice per year. Placement of the employee for bidding will be based on seniority as listed in Article 12.

13.4.2 Fourteen (14) days prior to the start of any schedule bid the employer shall post at all report to work locations the schedule to be bid, the bid rules and the bidding appointments for all employees in each job class involved in the bid.

13.5 Time Off Between Shifts

13.5.1 The employer and the union agree to a set of guidelines concerning time off between regularly scheduled shifts.

13.5.1.1 Any bid shift more than eight (8) hours in length must have nine (9) hours between shifts.

13.5.1.1.1 A shorter time period of **six (6) hours either before or after a regularly scheduled shift** is allowed when an employee picks up an extra shift within a pay period regardless of the rate of pay.

13.5.1.2 **Except for New Ulm**, an employee can not be scheduled more than sixteen (16) hours in a twenty-four (24) hour contiguous period.

- 13.5.1.3 Greater Minnesota and special events are excluded from this guideline.
- 13.5.1.4 Deviation from this procedure may occur during a unforeseen staffing situation upon conferring with the accountable Manager or their designee. The purpose of this exception is not to vary from the standard method of filling shifts by seniority, but to allow flexibility in meeting immediate needs.
- 13.5.2 **The number of Field Training Officers (FTO's) will be no less than 4-Interfacility and 8 ALS selected for the FTO program. AMT will reserve the right to determine staffing needs for the FTO program.**

ARTICLE 14
VOLUNTARY LOW NEED/LAYOFF/RECALL

- 14.1 **In the event the Employer determines a need to reduce the number of employees scheduled at a particular work location and/or on a particular shift because of changes in staffing needs, the employer may only ask for volunteers from crews at the effected work location and/or shift.**
 - 14.1.1 **Employees volunteering for low need may elect to take the low need time as PTO or benefit no pay hours.**
- 14.2 In the event of a reduction on hours that would result in a layoff within a classification, Management shall meet and discuss with the Union any reductions in the workforce.
- 14.3 Layoff/Recall shall be as follows:
 - 14.3.1 Employees shall be laid off within each classification by inverse date of hire seniority within the company.
 - 14.3.2 Employees who are laid off, and qualified to fill vacancies within AMT, shall have the opportunity to fill such vacancies prior to hiring or promoting other employees.
 - 14.3.3 Employees shall have their seniority frozen at the time of layoff until recalled.
 - 14.3.3.1 If an employee receives a recall notice, is qualified for the position, and accepts the position, seniority shall continue from the time of layoff.
 - 14.3.3.2 If an employee refuses a recall to the position they formerly held, seniority shall discontinue, and said employee shall forfeit all recall rights.

14.3.4 Employees will be allowed five (5) days after date of receipt of notification by certified mail to accept the position.

14.3.5 Laid off employees shall be placed on an active recall list for one (1) year.

14.3.5.1 After one (1) year, laid off employees must provide current contact information and copies of current certifications to the Company on a yearly basis in order to remain on the active recall list.

14.3.6 Laid off employees are not entitled to “bump” employees in a different classification

ARTICLE 15
PAID TIME OFF

15.1 All employees covered by this Agreement who have work Agreements of a least zero point five (0.5) FTE’s shall be eligible for Paid Time Off (PTO) and Frozen Sick Leave (FSL) according to the Allina Consolidated PTO Accrual Schedule.

15.2 PTO accrues based on two key criteria: Length of service (in a work agreement of at least 0.5 FTE) and job category.

15.2.1 The maximum accumulation is 480 hours.

15.2.2 The job classifications covered by this Contract follow the schedule listed below.

Job Category	Beginning	Year	Days*	Rate/Hour	Max ppd
Level 1: (Non-Exempt)	First eligible date	0-4	<i>24.05</i>	<i>0.0925</i>	<i>7.400</i>
		5-9	<i>29.04</i>	<i>0.1117</i>	<i>8.936</i>
		10-19	<i>34.03</i>	<i>0.1309</i>	<i>10.472</i>
		20+	<i>39.0</i>	<i>0.1500</i>	<i>12.000</i>

*Based on an 8 hour day.

15.3 **Bidding for Scheduled PTO** – At least two (2) times per year, scheduling shall conduct PTO bids.

15.3.1 PTO shall be granted following seniority as listed in Article 12.

15.3.2 PTO shall be bid according to current staffing policy.

15.4 **Unscheduled PTO** – Employees who use unscheduled PTO should notify the Employer at least three (3) hours prior to the start of their shift.

15.4.1 Employees may be subject to disciplinary action in **accordance with the Allina Hospitals & Clinics attendance policy.**

15.5 PTO Buyout –Employees may be eligible to receive cash in lieu of PTO hours.

15.5.1 The minimum employee PTO balance required is 120 hours at the time of the pay out for a Cash Option payment. This minimum balance is needed to ensure employees are able to meet both foreseen PTO needs (vacation and holidays) and unexpected time off needs including sick days and personal business.

15.5.1.1 Up to eleven months accrual, but not less than forty (40) hours of PTO may be taken as a Cash Option. This PTO MUST HAVE BEEN ACCRUED WITHIN THE CURRENT CALENDER YEAR AND BE AVAILABLE AT THE TIME OF THE REQUEST. Note: Due to IRS regulations, prior year's accrued vacation is not eligible for the Cash Option.

15.5.1.2 There is a maximum of one (1) PTO Cash Option payment each year.

15.5.2 Cash Option requests must be submitted and received by the HR Service Center by December 31st for a pay out in the following year. The date for the pay out must also be elected on the request form and occur between April 1st and December 1st. Payments will be made within two (2) pay periods after the date requested through the employee's regular payroll process. This is due to payroll processing dates – in most cases, payment will be made within one (1) pay period.

15.5.3 Payments are made on the employee's regular Pay Check and separate checks will not be made for PTO Cash Option payments.

15.5.4 Requests for more than the maximum allowed due to hardship must follow HR policy.

15.5.5 All PTO Cash Option payments are taxed as Supplemental Income at a combined tax rate (Federal, State and FICA). This is an IRS and State requirement that cannot be changed. Note: Payment of the PTO Cash Option on the regular paycheck will not affect the regular tax rate or withholding amount of the employee's regular payroll check. (W-4 exemptions)

15.6 Holidays

15.6.1 Designated holidays by the employer are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

15.6.2 Benefit eligible employees may elect to **use** PTO up to the total hours worked on a holiday.

15.6.3 **Employees not scheduled to work the holiday may elect to use up to eight (8) hours of PTO on the holiday.**

15.6.4 Non benefit **eligible** employees will be paid time and one half for all hours worked on a holiday shift.

ARTICLE 16

LEAVE OF ABSENCE

- 16.1 Leave of Absences (LOA's) will be granted in accordance with Allina LOA policy. Details on the various types of LOA's such as Employee Medical, Family Medical, Parental, Military and Personal are available from Allina Health System's Human Resources Service Center.
- 16.2 Union members designated to be a participant at a local or national convention shall be granted leave of absence when agreed upon by both parties.
- 16.2.1 Requests for such leave shall be made at least two (2) weeks in advance.
- 16.2.2 Such leave shall be limited to a reasonable number of staff. The number of employees attending such functions shall not exceed a reasonable number at any one time and the granting of such leaves shall be predicated on the Employer's staffing requirements.
- 16.3 **So long as the parties continue to engage in and interest based (IBB) relationship and upon request of the IAEP National Representative, the President, Administrative Vice President or Secretary/Treasure of Local 167 will be granted a leave of absence of up to two (2) consecutive weeks to conduct business on behalf of the IAEP National office.**
- 16.3.1 **Only one representative may be on leave at any one time unless agreed to by the Director of Operations, Allina Medical Transportation.**
- 16.3.2 **Such request for leave should be made two (2) weeks in advance, but no later than seven (7) days in advance of the need for leave.**
- 16.3.3 **The Local 167 Representative approved for a union business related leave of absence shall receive full seniority hours in their respective job class with or without financial compensation.**
- 16.4 Additional leaves of absence without pay for reasonable duration shall be provided Union members for the purpose of attending meetings, conferences and conventions of the Union at the local or national level.
- 16.4.1 The number of employees attending such functions shall not exceed a reasonable number at any one time and the granting of such leaves shall be predicated on the Employer's staffing requirements.

- 16.5 Seniority accrual while on a LOA will be granted in accordance with Allina LOA policy or applicable laws, except where referred to by specific LOA in Article 12.
- 16.6 Eligibility for Bereavement leave will be in accordance with Allina Hospitals & Clinics Bereavement policy. Employees taking bereavement leave will be granted three (3) consecutive shifts off with pay.**

ARTICLE 17
TRAINING/CONTINUING EDUCATION

- 17.1 The Employer shall offer at no cost to the employee, appropriate continuing education programs to maintain state certification or job classification certifications.
- 17.1.1 The Employer may mandate that employees attend continuing education/training programs.
- 17.1.2 All mandatory **education and certificates required for state and job classifications** shall be considered hours worked for purposes of pay.
- 17.2 At least 16 hours of annual training shall be offered for paramedics and **EMTs**
- 17.3 An education plan shall be developed for the mechanics and classes may be held during normal work hours. The number of hours shall relate to certification requirements.
- 17.4 On going education shall be provided for the dispatchers. The number of annual hours may change according to need. The number of annual hours in dispatch shall meet EMD standards.
- 17.5 All mandatory training requires an E-mail **notification** at least twenty (20) business days prior to the training.
- 17.5.1 During the twenty (20) business day notice of the mandatory training, the employee shall sign-up for the required class.
- 17.5.2 Failure to sign-up for the training during the twenty (20) business day notice shall result in the employee being assigned to a specific meeting by management. The employee loses the right to choose his/her own training date assignment.
- 17.5.3 If the twenty (20) business day notice is not met, the employee can not be required to attend the original scheduled dates for mandatory training.
- 17.5.4 Make-up sessions will be provided with a minimum of fourteen (14) days notice. The employee is responsible for scheduling his/her self into a make-up session.

- 17.6 Management/Employee meetings that are contiguous with a scheduled shift shall be paid at a minimum of one (1) hour.
- 17.7 Job classes not listed shall be provided educational hours as needed.
- 17.8 Employees attending mandatory continuing education/training programs shall be paid a minimum of **two (2)** hours. Any special training requirement of less than two (2) hours must be during or contiguous with work hours.
- 17.8.1 **AMT may hold one two (2) hour mandatory training program every six months not to be held in the same quarter as the eight (8) hour training program. Multiple two (2) hour sessions can be held on same subject.**
- 17.9 Employees attending mandatory West Metro continuing education/training programs shall be paid a minimum of two (2) hours-
- 17.10 Employees attending a mandatory department meeting shall be paid a minimum of two (2) hours.
- 17.11 The Employer may develop an education/training program to allow for individual training where the employee shall receive credit hours and/or payment compensation on completion of the program.
- 17.12 If the mandatory CBL/mandatory education cannot be completed during duty time, it must be approved by management in advance to be completed off duty. All pre-approved CBL/mandatory education will receive full compensation for time spent with a minimum pay of one hour.
- 17.13 **Annually, Field Training Officers (FTO's) may be paid to attend conference training not to exceed thirty six (36) hours.**
- 17.14 Employees will be required to keep current required State and National Certificates as required by each job class. Refer to recertification policy for specific certifications required by each job class.

ARTICLE 18
INCREASE OR DECREASE IN WORK AGREEMENT

- 18.1 For the term of this contract, a regularly scheduled part time employee who is consistently scheduled for, or consistently works more hours than the number confirmed in the employee's work agreement for the previous six month period, may request that such hours be added to the work agreement, up to full-time.
- 18.1.1 This request will occur twice a year, May and November.

- 18.1.2 Applications for an increase in hours must be received by Human Resources by May 31st and November 30th.
 - 18.1.3 The Employer shall compare the employee's payroll hours per pay period with factors such as numbers of concurrent leaves, vacations, and worker's compensation leaves.
 - 18.1.4 The Employer will also consider future business needs of the company.
 - 18.1.5 If the request for increase in part time hours seem reasonable, the Employer will increase the employee's confirmed work agreement and notify the employee within thirty (30) days of the application deadline and include the effective date of increase in FTE.
- 18.2 Employees wishing to decrease the number of hours in their confirmed work agreement may request such a decrease in hours.
- 18.2.1 Procedures for requesting the change will be written into policy for each department.
- 18.3 The form requesting the change in status will be available electronically.

ARTICLE 19
JOB DESCRIPTIONS

- 19.1 Employee job descriptions shall be:
- 19.1.1 Normally reviewed on a biennial (every 2 years) basis, updated as needed and have input from the Labor Management Committee.
 - 19.1.2 Available in all report to work locations.
 - 19.1.3 Available for all new and prospective employees.

ARTICLE 20
JOB POSTINGS

- 20.1 All Bargaining Unit positions shall include:
- 20.1.1 Opening date/closing date.
 - 20.1.2 Appropriate qualifications/minimum requirements

- 20.1.3 Necessary certifications
 - 20.1.4 Full-time equivalent (FTE) status
 - 20.1.5 Starting Rate of Pay
- 20.2 Open Bargaining Unit positions will be electronically posted for a minimum of ten (10) business days.
- 20.3 Preference in hiring will be given in the following manner:
- 20.3.1 Bargaining Unit Members within the same classification.
 - 20.3.1.1 If two (2) or more members are equally qualified, preference shall be given to the most senior employee, by hours worked within that classification according to seniority as specified in Article 12.
 - 20.3.2 Bargaining Unit members outside the classification.
 - 20.3.2.1 If two (2) or more members are equally qualified, preference shall be given to the most senior employee, by hire date within the company.
 - 20.3.3 Current Bargaining Unit Members meeting the qualifications will be given preference in the hiring process over candidates not covered by the collective bargaining agreement.
 - 20.3.4 Bargaining Unit Members currently on a Performance Improvement Plan or having had disciplinary action taken within the last six months can be determined by management not to be eligible for a job change because of that action.
 - 20.3.5 Bargaining Unit Members currently on probation for a new job assignment are eligible to apply for a new posted job assignment.
 - 20.3.6 Creation of a New Job Class
 - 20.3.6.1 When the creation of a new job or job class is necessary, LMC or its designee will review the job description and pay scale. When completed and approved by LMC, a Letter of Understanding (LOU) will be attached to the contract.

ARTICLE 21
EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION

- 21.1 Whenever words denoting a specific gender are used in the Agreement, they are intended and shall be construed to apply equally to either gender.
- 21.2 The Employer and the Union agree that neither party shall discriminate against any person because of race, color, religion, sex, disability, national origin, citizenship, veteran status, sexual preference, or any other status applicable by Federal, State, or Local law(s).
- 21.3 The Employer and the Union further agree to comply with other Federal, State, or Local law, rule or regulation related to equal employment, the environment, or health and safety.

ARTICLE 22
RULES AND POLICIES

- 22.1 Reasonable rules and policies shall be developed with input from Labor Management Committee.
 - 22.1.1 Management shall electronically send a copy to and, if necessary, meet and confer with the Union prior to implementing any policy.
 - 22.1.2 Confirmation of the electronic notice shall be verbal contact to one of the Union Board Officers.
- 22.2 Management will give the Union Board Officer ten (10) business days notice of changes in policies and work practices.
 - 22.2.1 If the Union desires a review of the proposed policy by the LMC Committee, a request for such review must be made within ten (10) business days of notice. Exception might include changes due to safety and/or legal issues.
- 22.3 New policies will be available to all employees electronically via e-mail and without requirement to be posted at all report to work locations. Electronic notification shall occur (for) seven (7) days prior to implementation.
- 22.4 It is the responsibility of each employee to know and understand all policies.

ARTICLE 23
CONFLICT OF INTEREST

- 23.1 It is unacceptable to disclose or use information relating to the business of Allina/Company for the personal profit or advantage of an employee or his/her immediate family for any reason unrelated to performing Allina/Company duties.
- 23.2 When Labor or Management believes a conflict of interest exists, each party agrees to notify the other party of the issue.

ARTICLE 24
OUTSOURCING/SUBCONTRACTING

- 24.1 The Employer agrees not to permanently subcontract work that is currently performed by bargaining unit members.
- 24.1.1 A practice that lasts more than six (6) months would mandate a review by LMC and require an agreement for resolution.
- 24.1.2 Management will report to the LMC Committee on out-sourcing.
- 24.2 The Union will be notified of all new business ventures related to like work of the current job classes.

ARTICLE 25
MANAGERS DOING UNION WORK

- 25.1 Managers may work shifts in all job classes on a limited basis provided they have completed and are current in the same competency requirements as the employees in that job class.
- 25.1.1 Managers may choose to work an employee's shift when that employee is **relieved from duty** with regular pay.
- 25.2 Managers will at no time bid shifts.
- 25.3 The Ambulance Managers as a group may work:
- 25.3.1 an average of one FTE per pay period non metro,
- 25.3.2 one FTE per pay period on the ALS crews at Buffalo, Cambridge and Metro.
- 25.3.3 one FTE per pay period scheduled after all shifts have been offered to regular employees on straight time.

25.3.4 Additional hours may be worked during time of short notice high demand, such as, MCI, severe weather, un-anticipated temporary high volume.

25.3.5 The exception to this will be Special Transportation

25.4 Fleet Maintenance and Facilities Agreement:

25.4.1 Management will be allowed to do Union work as long as said work does not eliminate scheduled FTE's or their equivalent from union employees.

25.4.1.1 To include mechanical breakdowns at bases, trouble shooting, and minor repairs classified as less than one (1) hour book time.

ARTICLE 26
BASE ACCOMMODATIONS

26.1 Based on staffing, call volume, and other considerations, the number of bases or report to work locations may change from time to time. Any changes to the above will be reviewed by LMC.

26.2 The employer agrees to maintain furnishings in these locations. If new bases are established, the accommodations shall provide the crew's safety, health and reasonable working conditions.

ARTICLE 27
UNIFORMS

27.1 The company shall supply each EMT, Paramedic, Special Transportation, Greater Minnesota, Dispatch, VST, Mechanic, Courier, EMK Specialist, Parts Specialist, Maintenance Worker, and Supply Specialist employee an initial uniform allocation.

27.2 All employees required to wear any uniform shall adhere to company policy.

27.3 Approved uniforms items will be provided by the company.

27.3.1 A specific list of required items and approved options will be held by the company.

27.3.1.1 Each job class will receive uniforms according to the allowance list for each job class.

27.3.1.2 All replacement uniforms will be new items

- 27.3.1.3 Non mandatory uniform items will not be exchanged.
- 27.3.1.4 Current Dispatch, Emergency Medical Technician, Paramedic, Special Transportation, VST, Courier, EMK Specialist, Maintenance Worker, Supply Specialist employees will receive replacement uniforms for all mandatory uniform items in a one for one exchange **up to the initial allotted items listed below for each classification.**
- 27.3.1.4.1 On a case by case basis, replacement of uniform items exceeding the requirements of 27.3.4 above may be made upon approval of the employee's manager/supervisor.**
- 27.3.1.5 Current and new hire Mechanic and Parts Specialist employees will receive eleven (11) sets of shirts and pants and two (2) light jackets to be laundered by an agency. A winter jacket will be provided.
- 27.3.5.1 A \$200 bi-annual steel toed shoe allowance will be provided for the purchase of safety footwear.
- 27.3.5.2.1 Each Mechanic will receive a \$125.00 yearly tool allowance per contract year. Such allowance may be carried over each year to a maximum of \$375.00.**
- 27.3.1.6. New hire benefit eligible Dispatch, Emergency Medical Technician, Paramedic, Special Transportation employees will receive six (6) shirts, three (3) pants, belt, coat, name tag and caduceus.
- 27.3.1.7 New hire non-benefited Dispatch, Emergency Medical Technician, Paramedic, Special Transportation employees will receive three (3) shirts, two (2) pants, belt, coat, name tag and caduceus.
- 27.3.1.8 Greater Minnesota employees will receive a name tag and other uniform items as needed.
- 27.3.1.9 New hire benefited Courier, EMK Specialist, Maintenance, Supply Specialist and VST employees will receive five (5) polo shirts, three (3) pants or shorts, belt, two (2) sweatshirts and one (1) jacket. Maintenance employees can not wear shorts.
- 27.3.1.10 New hire non-benefited VST employees will receive three (3) shirts, two (2) pants or shorts, belt, two (2) sweatshirts and one (1) jacket.

- 27.3.1.11 On-call employees will be issued appropriate uniforms for their job class.
- 27.3.1.12 **Job classes that have optional uniform items will be allowed to choose three optional uniform items each year of this contract.**
- 27.3.1.13 All job classes that have allowed optional uniform items will be allowed to use their options to pay for shoes. Each option is worth \$50 toward shoes.
- 27.3.1.14 Each option is worth one option item and has no cash value except as stated for the purchase of shoes.
- 27.3.1.15 **There will be no carry over of unused options from one year to the next.**

Note: An option is one single item on the allowed uniform list included in the uniform policy for each job class.

ARTICLE 28

DRUG AND ALCOHOL TESTING POLICY

The employer and the Union are committed to a belief that early recognition and intervention of chemical abuse and dependency are in the best personal and professional interest of the employee, the employer and of the public. The employer and the Union have, therefore, agreed to the Allina Hospitals & Clinics Drug and Alcohol Testing Policy for employees. That policy will not be changed except as agreed to by both parties. This policy is included below:

28.1 Policy Purpose

Allina Hospitals & Clinics is committed to maintaining a work environment free from the influence of alcohol and /or illegal drugs to protect the health, safety, and well being of our patients, employees, and visitors. Allina Hospitals & Clinics has therefore adopted this Drug and Alcohol Testing Policy for Employees. This policy is not intended as and should not be construed as a contract between Allina Hospitals & Clinics and any employee, except as required by applicable labor contracts.

28.2 Policy Statement

Allina Hospitals & Clinics prohibits the use, possession, Transfer, and sale of alcohol and/or illegal drugs while working, while on all premises owned or operated by Allina Hospitals & Clinics, and while operating an Allina Hospitals & Clinics vehicle, machinery, or equipment. It also prohibits reporting for work, and working anywhere on behalf of Allina Hospitals & Clinics under the influence of alcohol and/or illegal drugs.

Violation of this policy may result in discipline, up to and including discharge. “Illegal drugs” means controlled substances, and includes prescription medications which contain

a controlled substance and which are used for a purpose or by a person for which they are not prescribed or intended.

This policy does not prohibit: (a) the moderate consumption of alcoholic beverages at Allina Hospitals & Clinics sponsored events, if any, where Allina Hospitals & Clinics has authorized alcoholic beverages to be served, and (b) the possession of sealed bottles or cans of alcoholic beverages in the employee's vehicle on Allina Hospitals & Clinics premises so long as this possession is in compliance with state law if the vehicle were on a public street.

28.3 Scope

This policy is applicable to all employees of Allina Hospitals & Clinics and its subsidiaries, except those subject to mandatory drug testing by federal law or regulation. Except as to the sale and transfer of alcohol and/or illegal drugs, this policy does not apply to an employee while on Allina Hospitals & Clinics premises solely for the purpose of receiving medical treatment or visiting a person who is receiving medical treatment.

28.4 Procedure

28.4.1 Voluntary Disclosure

Employees are encouraged to voluntarily disclose to the Employee Assistance Program (EAP) the excessive use of alcohol and/or illegal drugs before being confronted, tested, or otherwise involved in drug and/or alcohol related discipline or proceedings. An individual who does so will be granted time off for treatment, rehabilitation, or counseling in accordance with applicable labor contracts or non-contract Allina Hospitals & Clinics policies. Employees who voluntarily disclose the excessive use of alcohol and/or illegal drugs before being confronted, tested, or otherwise involved in drug and/or alcohol related discipline or proceedings will not be discriminated against because of this disclosure nor will the information which is disclosed be used as the sole basis for discipline. Resources are available to employees through the Employee Assistance Program and/or Employee Occupational Health Services.

28.5 Grounds for Testing

Testing will requested or required only under the circumstances described below. No test will be sought for the purpose of harassing an employee. All tests are conducted by a laboratory certified in accordance with state law. No test will be conducted by a testing laboratory owned or operated by Allina Hospitals & Clinics. The laboratory will only notify Allina Hospitals & Clinics of the presence or absence of controlled substances and their metabolites and/or alcohol in the sample tested.

28.5.1 Reasonable Suspicion

An employee may be requested or required to undergo a drug and/or alcohol test if there is a reasonable suspicion that the employee:

- 28.5.1.1 is under the influence of alcohol and/or illegal drugs,
- 28.5.1.2 has violated the policy statement above,
- 28.5.1.3 has caused himself/herself or another employee to sustain a personal injury,
- 28.5.1.4 has caused a work related accident, or
- 28.5.1.5 has operated or helped operate machinery, equipment, or vehicle involved in a work related accident.

28.5.2 Treatment Program

An employee may be requested or required to undergo drug and/or alcohol testing if the employee has been referred by Allina Hospitals & Clinics for chemical dependency treatment. The employee may be requested or required to undergo drug and/or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following the referral for prescribed chemical dependency treatment.

28.6 Notification

Before requesting or requiring an employee to undergo drug and/or alcohol testing, Allina Hospitals & Clinics will provide the employee with a copy of the Drug and Alcohol Testing Policy and provide the employee with an opportunity to read the policy and sign a consent form.

28.7 Right To Refuse To Undergo Drug Testing And The Effect Thereof

Any employee has the right to refuse to undergo drug and/or alcohol testing. An employee who refuses to be tested and/or whose behavior prevents meaningful completion of drug and/or alcohol testing will be subject to suspension pending referral to the EAP for evaluation or other disciplinary action in conformity with applicable labor contracts or non-contract Allina Hospitals & Clinics policies. If an employee refuses to undergo drug and/or alcohol testing, no test will be administered.

28.8 Rights In The Event Of A Positive Result

If the initial result on the drug/alcohol test is positive, the sample which was tested will be subject to a second, confirmatory test. No employee will be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation solely on the basis of an initial test result which is positive.

If the confirmatory test result is also positive, the employee may be subject to disciplinary action, up to and including discharge, in accordance with applicable labor contracts or non-contract Allina Hospitals & Clinics policies and the following:

28.8.1 First Positive Test Result on Confirmatory Test

An employee will not be discharged based on a first time positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by Allina Hospitals & Clinics. However, the employee will be discharged if he or she has been given the opportunity to participate in a drug or alcohol counseling or rehabilitation program and has refused to participate or has failed to successfully complete the counseling program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after the completion of the program.

28.8.2 Subsequent Positive Result on Confirmatory Test

An employee who receives a positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by Allina Hospitals & Clinics and who has previously received a positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by Allina Hospitals & Clinics may be discharged, so long as a previous positive result occurred within the three (3) preceding years.

If the result of the confirmatory test is positive, an employee has the right to explain the reasons for the positive test and to request a confirmatory retest of the sample, to be conducted at the employee's expense. Any employee wishing to exercise these rights must do so within five (5) working days.

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

28.9 Additional Rights of Employees

An employee who is requested or required to undergo drug testing will be provided with a copy of the test results upon request. An employee who is suspended without pay will be reinstated with back pay if the outcome of the confirmatory retest is negative.

28.10 Confidentiality

The fact that an employee has been requested or required to take a drug and/or alcohol test, the result of the test, and information acquired in the alcohol and/or illegal drug testing process shall be treated in a manner consistent with Allina Hospitals & Clinics treatment of other private and confidential information concerning employees. Voluntary disclosure by an employee of the excessive use of alcohol and/or illegal drugs before being confronted, tested, or otherwise involved in drug and/or alcohol related discipline or proceedings will also be treated in a manner consistent with Allina Hospitals & Clinics treatment of other private and confidential information concerning employees. This information will not be communicated by Allina Hospitals & Clinics without the

employee's consent except to those who need to know this information to perform their job functions, and as permitted or required by law or regulation.

ARTICLE 29
SAFETY

- 29.1 It shall be the policy of the Employer that the safety of employees, the protection of work areas, the adequate education, and necessary safety practices, equipment and the prevention of accidents are a continuing and integral part of the every day responsibility of the employer and employees.
- 29.2 The employer is committed to providing employees a work environment that is free from hostile, abusive and disrespectful behavior.
- 29.3 It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and to the public, including participation on committees, and compliance with rules promulgated to promote safety and a violence free workplace.
- 29.3.1 This responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures, and the reporting of unsafe working conditions and practices by all employees.
- 29.4 Drive Cam may only be used for discipline related to driving and safety events

ARTICLE 30
WORK ACCIDENTS/ACCOMMODATIONS

- 30.1 Employees who are injured during the course of their work, will file appropriate incident reports, no matter how slight the injury.
- 30.1.1 The **employee** will **notify** the **duty** manager/supervisor
- 30.1.2 **All injuries will be reported to Employee Occupational Health immediately following reporting the injury to the duty manager/supervisor.**
- 30.1.3 An employee that has been incapacitated is not subject to the above.
- 30.2 Employees injured at work or off duty will be offered light duty according to the Employee Health Service Policy.
- 30.3 Employees will be subject to agility testing in accordance to the Return to Clinical Duties Policy.
- 30.4 Allina/AMT Drug and Alcohol Policies will apply to all work related accidents.

ARTICLE 31
BENEFITS

31.1 For the duration of this contract, benefit eligible employees (0.5 FTE and above) will continue their participation in the Allina Hospital and Clinics flexible benefits plan for health insurance, dental insurance, life insurance and long term disability insurance.

31.2 Except as expressly defined below, employees will participate in the plan at the same level as the other employee groups.

31.2.1 It is recognized that the flex plan design **and** benefit costs may change during the course of the contract.

31.2.2 Prior to making changes to the flexible benefits plan(s) the company will meet and confer with the union to review such changes.

31.3 Health Plan Costs

31.3.1 Effective January 1, 2010 the employer will pay the following percentage of the premium for health plan coverage for all benefits eligible employees.

	Allina First Plan	Allina Health Savings Plan	Allina Standard Plan
Employee Only Coverage	90%	85%	75%
Employee Plus Children	82.89%	80%	70%
Employee Plus Spouse	82.50%	80%	70%
Family	84.67%	80%	70%

31.4 Eligible employees are also able to participate in other Allina Hospital and Clinics benefits, including but not limited to Allina Hospitals & Clinics Retirement Saving plan including the 403B Plan and pension plan **or equivalent; and** tuition reimbursement.

31.4.1 In addition to the current tuition reimbursement policy, Field Training Officers (FTO's) will be allotted an addition \$300.00 per year tuition reimbursement to attend seminars or workshops directly related to the FTO program and/or leadership training. The approval of such training will be granted by the FTO's manager.

31.5 Employees in more than one job class **with Allina Medical** Transportation will combine FTE's for benefit eligibility.

ARTICLE 32
COMPENSATION

- 32.1 Effective January 1st of each contract year employees not already at the maximum salary range will receive an increase in their base rate salary as follows:
1. **January 1, 2010 – 3%**
 2. **January 1, 2011 – 4%**
 3. **January 1, 2012 – 4%**
- 32.2 **Effective January 1 of each contract year employees at the maximum of the salary range will receive a percentage increase to their base salary up to the new maximum of the range and a lump sum payment equal to the difference between the increases listed in 1 above and the new maximum salary range as identified in 2 below. (Example – Effective January 1, 2010 an employee at the maximum of the salary range will receive a 1% increase to their base salary and a 2% lump sum payment.)**
- 32.3 **Effective January 1st of each contract year the salary ranges for each classification will increase as follows:**
1. **January 1, 2010 – 1%**
 2. **January 1, 2011 – 2%**
 3. **January 1, 2012 – 2%**
- 32.4 **Classifications will be defined as lower or higher pay based on the top hourly rate for each classification.**
- 32.5 **Employees transferring from a lower to a higher pay classification will be paid an additional fifty (\$0.50) cents per hour above their current rate of pay at the time of transfer or the minimum rate of pay in the higher pay classification, which ever is greater.**
- 32.6 **Employees transferring from a higher to a lower pay classification will be paid at their current rate of pay at the time of transfer. In the event the employee's current rate of pay exceeds the maximum salary for the lower pay classification, the employee will be placed at the maximum salary of the lower pay classification.**
- 32.7 **Job Transfers Due To Job Elimination**
- 32.7.1 **When an employee transfers to a job class at a rate of pay above the maximum rate for the new job class, their annual raise shall be equal to the dollar amount per hour given to an employee at the maximum rate of pay for the new job class.**

COMPENSATION CHART

Classification	2009		2010		2011		2012	
	Start	Max	Start	Max	Start	Max	Start	Max
Paramedic	\$17.87	\$28.73	\$18.05	\$29.02	\$18.41	\$29.60	\$18.78	\$30.19
EMT	\$13.27	\$22.61	\$13.40	\$22.84	\$13.67	\$23.29	\$13.94	\$23.76
Dispatch	\$18.17	\$27.51	\$18.35	\$27.79	\$18.72	\$28.34	\$19.09	\$28.91
Interfacility Dispatch	\$15.91	\$25.00	\$16.07	\$25.25	\$16.39	\$25.76	\$16.72	\$26.27
Mechanic	\$20.73	\$28.10	\$20.94	\$28.38	\$21.36	\$28.95	\$21.78	\$29.53
Maintenance Worker	\$13.54	\$21.58	\$13.68	\$21.80	\$13.95	\$22.23	\$14.23	\$22.68
Courier/Special Trans	\$11.36	\$14.21	\$11.47	\$14.35	\$11.70	\$14.64	\$11.94	\$14.93
VST	\$11.15	\$20.14	\$11.26	\$20.34	\$11.49	\$20.75	\$11.72	\$21.16
Supply Specialist	\$17.41	\$20.54	\$17.58	\$20.75	\$17.94	\$21.16	\$18.29	\$21.58
EMK 2	\$13.90	\$17.18	\$14.04	\$17.35	\$14.32	\$17.70	\$14.61	\$18.05
EMK 1	\$11.31	\$14.65	\$11.42	\$14.80	\$11.65	\$15.09	\$11.88	\$15.39

32.8 New Ulm salary ranges will be \$3.50 below the above salary ranges

32.9 Premium Pays

Dispatch Lead \$3.00 per hour worked

Dispatch CTO \$128.00 per week of training

EMT/Paramedic FTO \$0.75 per hour worked.

EMT/Paramedic FTO \$2.00 per hour when training.

Courier/Special Transportation Flexible Position \$2.50 per hour worked.

Vehicle Service Technician FTO \$25.00 per 8 hour training shift.

32.10 On Call Pay – New Ulm

32.10.1 New Ulm employees required to be on restricted call, will be paid the state or federal minimum, wage which ever is higher, for each hour on call.

32.10.2 New Ulm employees required to be on unrestricted call will be paid \$1.00 per hour for each hour on call.

32.11 Disaster/FEMA Deployment

32.11.1 Each employee deployed will be paid twelve (12) hours pay per day for every day deployed including the day deployed and the day of return. There will also be a \$50 dollar per day per diem for every day of pay.

ARTICLE 33
ACTION PLANS

33.1 During negotiations, the parties reached agreement on a number of significant actions that are to occur during the term of the Contract. An Action Plan is a statement of agreed future actions and usually involves a general versus a specific process. It differs from Contract provisions in that it relies on the good faith of the parties for development and implementation. Action Plans may have a time schedule and are usually adaptable to the Labor-Management process.

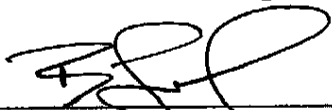
33.1.1 During the course of this contract the LMC will establish a subcommittee to study and develop a process to investigate the possibility and feasibility of a gain sharing program. These recommendations will be presented to LMC no later than **January 1, 2011**.

33.1.2 **During the first year of the contract the employer will investigate the possibility of AMT Multi Unit employees retaining their accrued PTO in the event the employee accepts an FTE with AMT below .5 as a Multi Unit employee.**

33.2 The Labor Management Committee will prioritize the above action plans, develop time-lines, and over-see implementation.

SIGNATURE PAGE

**For Allina Hospitals & Clinics
Allina Medical Transportation**



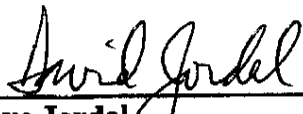
**Brian LaCroix
President - Allina Medical Transportation**



**Kevin Miller
Director, Operations**



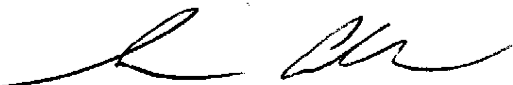
**Chuck Kaufman
Director, Emergency Communications**



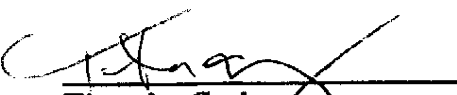
**Dave Jordal
Manager, Specialized Transportation**



**Jeff Lanenberg
Manager, Advanced Life Support**



**Samara Calderon
Sr. Human Resources Generalist**

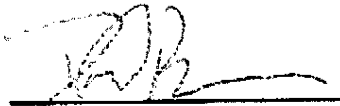


**Timothy Caskey
Labor Relations Consultant**

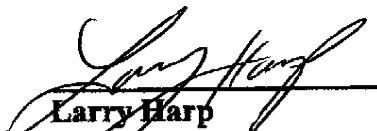
For IAEP Local 167



**Brett Hopper
President, IAEP Local 167**



**Dave Bolke
Vice President, Administrator Local 167**



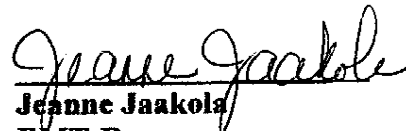
**Larry Harp
District Vice President - EMT Regional**



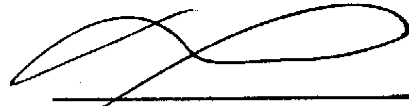
**P (Tony) Hennemann Jr.
Secretary/Treasurer Local 167**



**Steve Eiden
Paramedic**



**Jeanne Jaakola
EMT-B**



**Mike Cox
Paramedic**

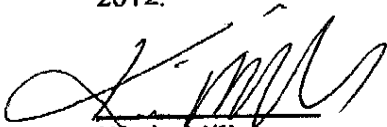


**Steve Weigand
National Representative IAEP**

**LETTER OF AGREEMENT
BETWEEN
ALLINA MEDICAL TRANSPORTATION
AND
INTERNATIONAL ASSOCIATION OF EMT'S & PARAMEDICS LOCAL 167**

Subject: 2012 Wage Re-Opener

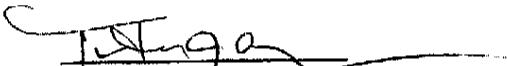
During the 2009 contract negotiations the parties agreed to an increase in wages of four (4%) percent effective January 1, 2012. The parties also agreed that IAEP Local 167 shall have a right, upon a 90 day notice to prior to January 1, 2012, to reopen the collective bargaining agreement, without a right to strike, only on the issue of wage increases to be effective January 1, 2012. In the event the bargaining agreement is re-opened and the parties do not reach mutual agreement regarding wages effective January 1, 2012 during the re-opener, the agreed upon four (4%) increase effective January 1, 2012 will be implemented. It is understood by the parties that all provisions of the collective bargaining agreement will remain in effect, including Article 5 (No Strike/No Lock Out) until the expiration of the collective bargaining agreement on December 31, 2012.



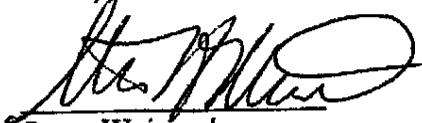
**Kevin Miller
Director, Operations
Allina Medical Transportation**



**Brett Hopper
President
IAEP, Local 167**



**Timothy Caskey
Labor Relations Consultant
Allina Hospitals and Clinics**



**Steve Weigand
National Representative
IAEP/SEIU Local 5000**


LETTER OF UNDERSTANDING
BETWEEN
ALLINA MEDICAL TRANSPORTATION
AND
INTERNATIONAL ASSOCIATION OF EMT'S & PARAMEDICS LOCAL 167

Subject: Allina Medical Transportation Apprentice Program

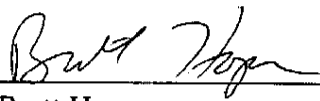
In conjunction with the State of Minnesota, Department of Labor and Industry, Allina Medical Transportation (AMT) and the International Association of EMT's and Paramedics Local 167 (the Union) have agreed to implement an apprentice program under the following terms and conditions.

1. The general terms and conditions of the program are contained in the attached document entitled AMT Apprentice Program.
2. In addition to the above the follow is agreed to:
 - a. A maximum of eight (8) positions will be offered as Apprentice positions.
 - b. All Apprentice positions will classified as temporary positions.
 - c. Any employee in the Apprentice program must meet and agree to the conditions outlined in the Minnesota Minimum Standards of Apprenticeship as defined by the State of Minnesota, Department of Labor and Industry. (see attached document)
 - d. The Rule of Procedure for the Apprenticeship unit, Department of Labor and Industry, State of Minnesota shall apply to this program. (see attached document)
3. In the event that a reduction in force is implemented at AMT, any apprentice position which is in the classification affected by a reduction in force will be discontinued prior to reducing any permanent positions in the classification.

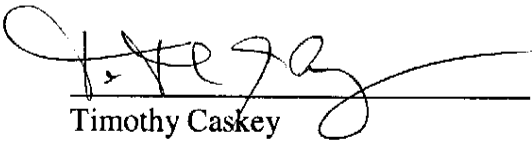
Agreed to on behalf of Allina Medical Transportation and the International Association of EMTS and Paramedics, Local 167.



Brian LaCroix
Vice President Medical Transportation



Brett Hopper
President – IAEP Local 167



Timothy Caskey
Labor Relations Consultant