

STATEMENT OF THE ISSUE:

Pursuant to the parties' collective bargaining agreement, this arbitration will proceed as a "baseball-type" arbitration, meaning the Arbitrator must decide in favor of the Employer's final offer package or the Union's final offer package. (CBA Art. 5.2). The unresolved issues subject to this interest arbitration are the following:

1. The maximum accumulation amount of Paid Time Off.
2. The proposal for contractually mandated annual employer matching contributions to the Company's 401k plan.
3. The wage scale for contract years 2021-2023.

The Employer's position on the above issues is the following:

1. The Employer proposes that the current Article 15.2 Paid Time Off accumulation cap of 480 hours be reduced as follows:
 - a. Effective October 1, 2022, the maximum Paid Time Off accumulation is 420 hours.
 - b. Effective April 1, 2023, the maximum Paid Time Off accumulation is 390 hours.
 - c. Effective October 1, 2023, the maximum Paid Time Off accumulation is 350 hours.
2. The Employer rejects the Union's requested addition of Article 31.4.2, which would provide for contractually mandated annual employer matching contributions to the Employer-provided 401k Plan. Rather, the Employer's position is that Article 31.4 remain unchanged.
3. The Employer proposes the following increases to wage scale changes for contract years 2021-2023:
 - a. Across-the-board increases to the base wage scales as outlined in Exhibit B of the collective bargaining agreement as follows:
 - i. Effective January 1, 2021: 3.0 percent increase, with wage increases retroactive to January 1, 2021.
 - ii. Effective January 1, 2022: 1.0 percent increase.
 - iii. Effective January 1, 2023: 2.0 percent increase.
 - b. Wage scale for newly implemented classification entitled EMS Call Taker with an initial wage scale as follows:

EMS Call Taker												
Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
22.83	23.61	24.41	25.47	26.26	27.06	27.86	28.95	30.07	31.15	32.26	33.36	34.45

The across-the-board increases effective January 1, 2021, described in 3(a)(i) will apply to the Call Taker wage scale effective the date of ratification. The across-the-board increases effective January 1, 2022 and January 1, 2023, described in 3(a)(ii) and 3(a)(iii) respectively will also apply to the Call Taker wage scale.

- c. Revised wage scales for the existing EIT, Special Transportation Driver, and Courier classifications as follows:

EMS Inventory Technician												
Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
16.78	17.49	18.24	19.01	19.82	20.61	21.44	21.87	22.30	22.75	23.20	23.67	24.14

EMS Special Transportation Driver												
Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
16.18	16.87	17.58	18.33	19.11	19.88	20.67	21.08	21.51	21.94	22.37	22.82	23.28

EMS Courier												
Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
15.75	16.42	17.12	17.84	18.60	19.35	20.12	20.52	20.93	21.35	21.78	22.22	22.66

The revised wage scales described in 3(c) respectively will be effective as of the date of ratification. The across-the-board increases for January 1, 2021, described in 3(a)(i) will apply to the current wage scales for the respective positions from January 1, 2021 through the date of ratification. The across-the-board increases effective January 1, 2022 and January 1, 2023, described in 3(a)(ii) and (iii) will also apply to the wage revised wage scales.

The Union's position on the above issues is the following:

1. The maximum Paid Time Off accumulation of 480 hours in the current Article 15.2 should remain unchanged as:

15.2.1 The maximum accumulation is 480 hours.

2. The new contract should include the addition of Article 31.4.2, providing for contractually mandated annual employer matching contributions to the Employer-provided 401k Plan.

31.4 Eligible employees are also able to participate in other Allina Health benefits, including but not limited to Allina Health Retirement Saving plan including the 401k Plan and pension plan or equivalent and tuition reimbursement.

31.4.1 In addition to the current tuition reimbursement program, 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.

31.4.2 For the life of this agreement, the Employer matching contributions to the 401k Plan shall be maintained uninterrupted at a rate not lower than the current levels provided.

3. The Union proposes the following increases to wage scale changes for contract years 2021-2023:
 - a. Across-the-board increases to the base wage scales as outlined in Exhibit B of the collective bargaining agreement as follows:
 - i. Effective January 1, 2021: 3.0 percent increase, with wage increases retroactive to January 1, 2021.
 - ii. Effective January 1, 2022: 2.0 percent increase.
 - iii. Effective January 1, 2023: 2.0 percent increase.
 - b. Wage scale for newly implemented classification entitled EMS Call Taker with an initial wage scale as reflected in Employer proposal 3(b) above.
 - c. Revised wage scales for the existing EIT, Special Transportation Driver, and Courier classifications as reflected in Employer proposal 3(c) above.

Prior to invoking interest arbitration, the parties had not yet agreed to a contract duration. The parties now stipulate to the following contract duration: Date of ratification—December 31, 2023, with wage increases retroactive to January 1, 2021. The parties request that the Arbitrator's decision reflect this agreed upon duration.

Thus, the issue before the Arbitrator is whose position on the unresolved issues subject to arbitration is more reasonable—the Employer's or the Union's?