

Labor Agreement

Between

**Allina Health
Emergency Medical Services**

and

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

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

*Effective
May 17, 2024 – December 31, 2026*

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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, part-time, and casual employees listed in Exhibit B or as otherwise agreed to by the parties.
- 2.2** **Acquired Employees** – In the event that Allina Health EMS 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 The acquired employee's previous date of hire with the acquired entity will be confirmed prior to application herein. The employee will be given half credit from the actual date of hire, not to exceed a total of 5-years. For the purposes of seniority, their "date of hire" will be adjusted to reflect this credit. Those staff with 5 years of seniority will be placed below current EMS staff already at the five year level.

2.2.1.1.2 The union will be responsible for establishing a final seniority list, with review by the Allina Health EMS Labor Management Committee.

2.2.1.2 In the event of a reduction in force within five years of the acquisition, employees from the acquired entity will be reduced in reverse seniority order based on their date of hire seniority prior to other employees.

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 Allina Health EMS 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 Health.

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 Health EMS 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 Health EMS shift bidding process and awarded schedules based on their seniority with Allina Health EMS.

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 its 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 including name, address, phone number, and personal email address (to the extent maintained for HR purposes).

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 May 17, 2024 through December 31, 2026 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 December 31, 2026 or December 31 of any successive year.
- 4.2 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.
- 4.3 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.
- 4.3.1 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 5 of this Agreement.

ARTICLE 5
INTEREST ARBITRATION

- 5.1 **Invoking the Interest Arbitration Process.** If either party provides written notice of a desire to change, modify, or terminate this Agreement at least ninety (90) days prior to the expiration thereof, and if the parties do not reach a full and comprehensive settlement of all issues relating to the Agreement either within 60 days following commencement of negotiations or upon the expiration of the Agreement, whichever is earlier, either party may demand in writing of the other party to submit all unresolved issues to Final and Binding Last Best Offer Interest Arbitration (“Interest Arbitration”) before a single arbitrator. The arbitrator shall be chosen by mutual agreement or, if the parties cannot agree, the selection of the arbitrator shall be made through a request to FMCS for a panel of seven (7) neutral arbitrators; the parties shall alternately delete one name until six (6) names have been eliminated and the one person whose name remains shall be the elected arbitrator; the parties shall flip a coin to determine who deletes first.
- 5.2 **The Process, Decision and Award.** If Interest Arbitration is invoked as provided herein, it shall be a final offer package interest arbitration proceeding (i.e., “baseball-type” interest arbitration). Prior to the arbitration hearing, each party shall submit to the arbitrator their final offer on all unresolved issues as a final offer package proposal. The arbitrator will be

limited to a choice between (a) Employer's final offer package, and (b) Union's final offer package. The arbitrator's choice of package shall be identified in a written final and binding decision and award to be issued within 45 days of the end of the arbitration hearing. The arbitrator's decision and award, combined with any and all agreements previously reached between the parties in relation to the Agreement, shall constitute the parties' new Agreement, and the parties shall thereafter craft and execute a new written Agreement to conform with the same.

- 5.3 Rules of Procedure.** The arbitration hearing shall be conducted under the Labor Arbitration Rules of the American Arbitration Association ("AAA"). To the extent the AAA rules do not address any procedural or substantive issues that arise prior to or during the hearing, the arbitrator will exercise discretion to make appropriate rulings, but shall be guided in such rulings by generally accepted principles applicable to interest arbitration proceedings.
- 5.4 Standards of Decision.** The arbitrator shall use reasonably accepted standards of arbitral jurisprudence and the arbitrator's own professional judgment when choosing one party's or the other's final offer package. The arbitrator shall take into consideration any and all criteria that the arbitrator deems appropriate, as well as the following: business, economic and competitive factors affecting the emergency medical service industry, including those factors reasonably projected to affect the industry, Employer's business and the bargaining unit's conditions of employment during the term of the labor agreement.
- 5.5 Costs and Expenses.** The costs and expenses of the arbitrator shall be borne equally by Employer and Union.
- 5.6 No Strikes and No Lockouts.** The Interest Arbitration process shall be the sole mechanism available to the parties for settling a successor contract and shall be binding on the parties until a successor contract is determined, even after expiration of the current Agreement. Throughout the Interest Arbitration process provided for herein, and whether or not the Agreement has expired, Employer and Union agree that there shall be no strikes or lock-outs of any kind whatsoever, and that neither party will have the option of using economic weapons.

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** – Full-Time Employees are regularly scheduled to work at least 60 hours per pay period (0.75 FTE).
- 7.2 **Part-Time Employee** – Part-Time Employees are regularly scheduled to work less than 60 hours per pay period.
- 7.3 **Casual Employee** – Casual Employees are not regularly scheduled to work (i.e., 0.0 FTE).
- 7.4 **Benefit Eligible Employee** – Benefit Eligible Employees are regularly scheduled employees with a designated FTE of 0.5 or higher.
- 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 to Allina Health EMS of 180 days. For Allina Health EMS employees who change job classes, the probation period in the new job class will be 180 days or until the completion of training, whichever period of time is shorter. For Communications Center employees, there will be a recognized probationary period for new employees to Allina Health EMS of 365 days. For Allina Health EMS employees who change job classes, the probation period in the new job class in the Communication Center will be 365 days or until the completion of training, whichever period of time is shorter.

The probationary periods described in the preceding paragraph may be extended by mutual agreement of the parties for a period not to exceed an additional 180 days.

New employees to the job class who do not succeed during the probationary period in a new job class shall be returned to their previous job class, provided that there is an open position in the previous job class.

Management may terminate a probationary employee without cause and such termination shall not be subject to the Grievance and Arbitration process.

- 7.6.1 A performance improvement plan may be instituted at any point during employment.

ARTICLE 8
HOURS OF WORK

- 8.1 **Work Week** – 0700 hours on Saturday to 0659 hours on Saturday.
- 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** – 0700 hours to 0659 hours.
- 8.4 **Weekend Shift** – Any shift ending after 00:00 hours Saturday and ending with any shift beginning before 00:00 hours Monday, except that for Glencoe, Hutchinson and St. Peter shifts, it shall be any shift beginning after Saturday 00:00 hours and ending with any shift beginning before 00:00 hours Monday.
- 8.5 **Holiday Shift** – Shifts where at least 50% of the scheduled hours worked are on a holiday or where at least 50% of the total hours worked are on a holiday will be considered a holiday shift. Recognized holidays are New Year’s 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.

- 8.8 Newly Acquired Regional Operations.** Employees of newly acquired Regional (as defined in Article 12.2) operations that become part of the bargaining unit as per Article 2 may be required to work 24-hour shifts with a modified hourly rate targeting annual salaries.

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 available for unscheduled PTO occurrences. Non-benefit eligible employees are required to average their work agreements each quarter. If an employee is not offered enough hours to maintain the employee's work agreement, the employer is required to make the employee whole.
- 9.4** The work agreement for Regional/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 the employee's 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. With written notice to the union, the timelines for disciplinary action will be tolled during the employee's leave of absence or scheduled PTO of 7 calendar days or longer. The timelines for disciplinary action may also 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 Agreement.

11.2.1 Notice of a meeting shall be given with sufficient notice, so that the Steward can plan for the meeting.

11.3 First Step—Pre-Grievance

It is the intent of both parties to attempt to resolve issues prior to resorting to the written grievance process. Therefore, if an employee has a grievance concerning a non-disciplinary issue, the employee will consult the appropriate management representative for clarification. If the employee wishes, she/he may have the Union representative accompany the employee. The management representative shall address the complaint as soon as practicable. This pre-grievance step will not extend the time limits for filing a written grievance. If an employee has a grievance concerning a disciplinary issue, the employee may go immediately to the Second Step below.

11.4 Second Step—Written Grievance, Meeting and Written Decision

If the employee and the management representative do not resolve the issue, the matter shall be reduced to writing in the form of a written grievance and submitted to Employer Human Resources within fourteen (14) calendar days of its alleged occurrence or when the employee knew or should have reasonably known of the occurrence. The grievance shall

contain the specific details of the alleged contract violation, the specific contract provision allegedly violated, and the specific remedy sought. There shall be a meeting between the Local Union and Employer representatives to discuss the grievance within fourteen (14) calendar days of the filing of the written grievance. Human Resources and any management representative HR involves shall issue a written decision concerning the grievance within fourteen (14) calendar days of the date of the meeting.

11.5 Third Step—Arbitration

- 11.5.1** In the event that the grievance is not resolved at the preceding step, the Union may appeal the grievance to arbitration by giving written notice of its desire to arbitrate to Employer Human Resources within fourteen (14) calendar days after the issuance date of the Second Step written decision.
- 11.5.2** The selection of the arbitrator shall be made through a request to the Director of Federal Mediation and Conciliation Service for a panel of seven (7) neutral arbitrators. Within thirty (30) days of receipt of the panel, the parties shall select the arbitrator by alternately deleting one name until six (6) names have been eliminated and the one person whose name remains shall be the elected arbitrator. The parties shall flip a coin to determine who strikes first. The arbitrator shall be notified of the selection by a joint letter from the Employer and the Union requesting that the arbitrator set a time and place for the hearing, subject to the availability of the Employer and the Union representatives, and the letter shall specify the issue to the arbitrator.
- 11.5.3** The arbitrator shall have no right to add to, subtract from, nullify, ignore or modify the terms of this Agreement. If the matter sought to be arbitrated does not involve an interpretation of the terms or provisions of this agreement, the arbitrator shall so rule in the award. The award of the arbitrator shall be final and binding on Employer, the Union and the employee or employees involved.
- 11.5.4** The fees of the arbitrator shall be borne equally by Employer and the Union, but Employer and the Union shall respectively bear the expense of their own representatives, if any.
- 11.6** 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.
- 11.7 Optional Mediation.** The parties can mutually agree to suspend the time-lines and submit the dispute to mediation between the Second Step and Third Step of the process. In that event, the parties will mutually select the mediator, and agree that they will send representatives to the mediation with the authority to resolve the grievance.

ARTICLE 12
SENIORITY

- 12.1** Seniority lists will be updated annually.
- 12.2** There will be a seniority list maintained for each employee within each job classification in both the (1) Metro location and (2) Regional location. “Metro” are those operations located in the following counties – Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Wright and Washington. “Regional” are those operations not located within the “Metro” as defined above.
- 12.2.1** The list will be generated from the date of hire in the classification for employees who begin employment on or after January 1, 2018. For all other employees, their placement on the seniority list will be based on their position on the current seniority list as of December 31, 2017.
- 12.2.2** Metro EMT seniority shall consist of a single EMT job class.
- 12.2.3** All benefit eligible employees will bid for PTO by seniority in each job class.
- 12.2.4** Employees who start on the same day will be placed on the seniority list in alphabetical order by last name. If employees have the same last name, then alphabetically by first name.
- 12.3** If an employee moves to a higher paid job classification the employee will get credit for 25 percent of their seniority from the employee’s prior job classification in the new higher paid classification (including Paramedic to Dispatcher and Dispatcher to Paramedic). If an employee moves to a lower paid job classification, the employee will get credit for 50 percent of their seniority from the employee’s prior job classification in the new lower paid classification. Classifications will be defined as lower or higher paid based on the top hourly step for each classification.
- 12.3.1** “Date of Hire” in the vacated job classification will be frozen for two (2) years if they are a benefit eligible employee in their new job class within AH-EMS. Employees who return after two (2) years shall have the date of their return as the date of hire for seniority purposes.
- 12.4** Separated employees can return up to one (1) year after termination to the same job class and keep the same seniority in that job class that they had before their termination.

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 meet at least once per quarter in a calendar year, and 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 necessary number of employees report for the start of a shift, the extra employee will remain on duty until such time that a determination can be made for the scheduling error. If the employee is not responsible for the error, the employee can choose to leave work with four (4) hours pay from the time the determination is communicated to employee, not to exceed the total hours of the scheduled shift, or the employee may accept the alternative duty presented for the remainder of the scheduled shift.

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 the twice annual shift bid, the employer shall share the blank bid, the rules for the bid, and the bid appointment times with all employees through their work email and on-line posting.

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 Except if an employee bids back-to-back shifts, any shift more than eight (8) hours in length must have nine (9) hours between shifts for

Paramedics and EMTs, and eight (8) hours between shifts for other classifications.

13.5.1.2 Except for Regional (as defined in Article 12.2) operations, an employee cannot be scheduled more than sixteen (16) hours in a twenty-four (24) hour contiguous period.

13.5.1.3 Regional (as defined in Article 12.2) 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 Allina Health EMS 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 ALLINA HEALTH EMS, 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 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 350 hours.

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

Job Category	Beginning	Year	Days*	Rate/Hour	Max per anniversary year
Level 1: (Non-Exempt)	First eligible date	0-4	<i>24.05</i>	<i>0.0925</i>	<i>192.4</i>
		5-9	<i>29.04</i>	<i>0.1117</i>	<i>232.336</i>
		10-19	<i>34.03</i>	<i>0.1309</i>	<i>272.272</i>
		20+	<i>39.0</i>	<i>0.1500</i>	<i>312</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 Health 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. The 120-hour minimum balance is the minimum number of hours that need to remain in the employee's PTO account after the pay out. For example: if an employee has a PTO account balance of 160 hours, the employee may request a payout of 40 hours of PTO. If the employee does not have the 120-hour minimum balance plus the time to cover the requested number of hours to be paid out in their account by the end of the year, they will not receive a pay out for that year.

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, 4th of July, 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's Human Resources management system.
- 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/Treasurer 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 Health EMS.
 - 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 Health Bereavement policy. Employees taking bereavement leave will be granted three (3) consecutive shifts off with pay.
- 16.7** The LOA summary of benefits will be available to the employee on request from the Human Resources Service Center.

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. Any classroom/online training mandated by the employer shall be considered hours worked for the purpose of pay. Mandatory online training may be done outside work shifts with prior management approval up to the number of hours described in the course curriculum.
- 17.1.2** The employee may appeal for study time relating to ACLS or job-specific certificate-type training or for time to complete mandatory on-line education as follows: for certificate-type training, an employee who cannot reasonably complete their studies for training within their work agreement shall contact their manager and request pre-approval to complete such studies outside of their work agreement, and such approval will not be unreasonably withheld; for mandatory on-line education, an employee who cannot reasonably complete the education within their work agreement shall contact their manager and request pre-approval to complete such education outside their work agreement, and such approval will not be unreasonably withheld. If approved, such time outside the employee's work agreement will be paid at the employee's regular rate of pay.
- 17.1.3** At least 16 hours of annual training shall be offered for paramedics and EMTs which may be delivered via one and/or a combination of distributive, virtual, online, hybrid, JITT, or face-to-face education. Employees shall be paid for time spent in the 16 hours of annual training regardless of whether it is conducted in-person or online.

- 17.2** Classroom sessions shall ordinarily be no less than four (4) hours, but may be less than four (4) hours for emergent circumstances. Interactive online sessions will ordinarily be no less than two (2) hours.
- 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** Ongoing 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. This will be accomplished by monthly skills, department meetings and/or other training opportunities (some of which may be mandatory).
- 17.5** All mandatory classroom 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 the employee's own training date assignment.
- 17.5.3** If the twenty (20) business day notice is not met, the employee cannot 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 the employee's self into a make-up session.
- 17.5.5** Notice for computer based training will be sent to staff at their Allina e-mail at least thirty (30) days prior to the completion deadline. The notification will include the deadline for completion of the training. Failure to complete training by the deadline may be subject to discipline.
- 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 department meetings 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.
- 17.9** 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.

- 17.10** Annually, Field Training Officers (FTOs/CTOs) may be paid to attend conference training not to exceed thirty-six (36) hours.
- 17.11** 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** A regularly scheduled part-time employee may request to have the employee's FTE increased up to a 1.0 FTE. A regularly scheduled full-time or part-time employer may request to have the employee's FTE decreased.

If the request for an increase or decrease in FTE seems reasonable to the Employer, the Employer will increase or decrease the employee's FTE and notify the employee within fourteen (14) days of the request. The Employer and employee will mutually agree to the effective date of increase or decrease in FTE.

- 18.2** Procedures for requesting the change will be written into policy for each department.
- 18.1** 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** Reviewed and updated as needed, with input from the Labor Management Committee.
- 19.1.2** Available electronically for staff.
- 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 five (5) 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.
 - 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.
 - 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 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).

- 21.2 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 of changes in polices and work practices to the Union at least ten (10) business days prior to implementing any changes and, if necessary, meet and confer with the Union during that 10-day period prior to implementing any policy.
- 22.1.2 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.
- 22.2 *Held for future use.*
- 22.3 New policies will be available to all employees electronically 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 the employee's 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
MANAGEMENT DOING UNION WORK

- 25.1** Management 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** Management may choose to work an employee's shift when that employee is relieved from duty with regular pay.
- 25.2** Except in non-Metro locations, Management will at no time bid shifts.
- 25.3** The Metro Ambulance management as a group may work:
- 25.3.1** An average of one point five (1.5) FTE per pay period at Metro bases.
- 25.3.2** Open shifts up to 1.5 FTE per pay period may be filled after all shifts have been appropriately offered through the open shift policy.
- 25.3.3** Additional hours may be worked during time of short notice or high demand, such as, MCI, severe weather, un-anticipated temporary high volume.
- 25.3.4** The exception to this will be Special Transportation.
- 25.4** The Non-Metro Management:
- 25.4.1** May work a bidded shift.
- 25.4.2** May not work more than 60% of their FTE in a union position.
- 25.5** Fleet Maintenance and Facilities Agreement:
- 25.5.1** 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.
- 25.5.1.1** To include mechanical breakdowns at bases, trouble shooting, and minor repairs classified as less than one (1) hour book time.
- 25.6** Management will regularly report to LMC the number of full shifts of unit work that were performed by management personnel in that year.

ARTICLE 26
BASE/POSTING ACCOMMODATIONS

- 26.1** Based on staffing, call volume, and other considerations, the number of bases/report to work locations may change from time to time. Any changes to the above will be reviewed by LMC. Posting sites may include “street corner posts” or sub-bases such as fire departments, PDs or property leased by the Employer.
- 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** All employees required to wear any uniform shall receive an initial uniform allocation.
- 27.2** All employees required to wear any uniform shall adhere to company policy.
- 27.3** Uniform items appearing in the Grid attached to this contract as Exhibit A will be provided by the company and be replaced when necessary in a one for one exchange.
- 27.3.1** All replacement uniform items will be new.
- 27.3.2** Optional uniform items will not be exchanged.
- 27.3.3** On a case-by-case basis, replacement of uniform items exceeding the requirements of 27.3 above may be made upon approval of the employee’s manager/supervisor.
- 27.4** A specific list of required items and approved options will be held by the company. Select employees may obtain approved options up to \$175.00 annually. All option purchases must be made before December 1 of each year. There will be no carryover of option dollars from one year to the next. Dispatch, Interfacility Dispatch, and EMS Call Taker staff must successfully complete training or probation before the allowance may be utilized.
- 27.4.1** EITs shall have a maximum annual allowance of \$200 for uniforms and boots.
- 27.5** Current and new hire Mechanic, Maintenance, and Parts Specialist uniforms will be laundered by an agency except for the winter coat and bibs which will be laundered by the employee.
- 27.5.1** A \$200.00 allowance will be provided for the purchase of mechanics safety footwear every other year.
- 27.5.2** Each Mechanic will receive a \$1,000.00 yearly tool allowance per contract year.

- 27.6 On-call employees will be issued appropriate uniforms for their job class.
- 27.7 Dispatch Staff shall receive the same allotment of uniforms as non-benefit eligible dispatchers except for the winter coat (see Exhibit A – Uniform Grid) until they have cleared their probation period or have successfully completed their training. Upon completion of their probation period or training, employees will be provided the remaining uniform items.

ARTICLE 28

DRUG, ALCOHOL, AND CANNABIS FREE WORKPLACE AND TESTING POLICIES

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 Health Drug, Alcohol, Cannabis Free Workplace Policy and Drug, Alcohol, and Cannabis Testing Policy for employees as described in Exhibit C. Those policies will not be changed except as agreed to by both parties.

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 everyday 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 safe systems may only be used for discipline related to driving and safety events and/or for educational purposes.

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/Allina Health EMS 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 Health flexible benefits plan for health insurance, dental insurance, life insurance and long-term disability insurance. In addition, Employer will offer the same back-up daycare benefit and adoption assistance benefit to unit members that is offered to AHEMS non-contract employees, if any.
- 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** has employer will pay the following percentage of the premium for health plan coverage for all benefits eligible employees.

	Allina First	Select	Premier
EE Only	90%	85%	75%
EE+Children	82.89%	80%	70%
EE+Spouse	82.5%	80%	70%
Family	84.67%	80%	70%

Employees may also participate in other plans offered to Allina Health's non-contract employees with the same premium subsidies offered to Allina Health's non-contract employees as determined by Allina Health at its discretion.

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 (FTOs) 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 Health EMS will combine FTEs for benefit eligibility.

ARTICLE 32 **COMPENSATION**

32.1 Wage Scales. The wage scales for the classifications of work covered in this Agreement shall be as outlined in Exhibit B attached hereto.

32.1.1 Year of Service Credit. Beginning on January 1, 2018, all employees shall be credited for an additional year of service on their wage scale on their classification anniversary date unless they have not met their work agreement FTE in the previous year, in which case the year of service will be credited when the employee meets the employee's work agreement FTE.

32.1.2 Experience Credit. When placing new hires on the appropriate wage scale step for their classification, Employer may in its discretion consider a new hire's previous work experience in their classification.

32.1.3 Transfers Between Job Classifications. Classifications will be defined as lower or higher pay based on the top hourly step for each classification. Employees transferring from a lower to a higher pay classification will be placed at the step on the higher scale which has the hourly rate closest to the employee's wage rate on the lower scale without going under. Employees transferring from a higher to a lower pay classification will be placed at the step on the lower scale which has the hourly rate closest to the employee's wage rate on the higher scale. (If the employee's current rate of pay exceeds the top step wage rate for the lower pay classification, the employee will be placed at the top step wage rate of the lower pay classification). If the employee is not at the top step of the new step scale, the employee will advance steps in accordance with Section 32.1.3.

32.2 Premium Pays.

- Designated Lead, Designated Special Project Lead: \$3.00 per hour when working in that capacity
- Mechanic Shop Foreman: \$2.00 per hour worked in the Foreman role
- Any Training Officer/Facilitator: \$1.00 per hour worked
- Any Training Officer/Facilitator: \$4.00 per hour when training
- Courier/Special Transportation Flexible Position: \$2.50 per hour worked
- Employees who work a Holiday Shift as defined in Article 8.5 of the Agreement shall receive 1.5 times their base rate for hours worked on the shift

32.3 On Call Pay.

32.3.1 Restricted Call. Employees required to be on restricted call will be paid the higher of the applicable state or federal minimum wage for each hour on call.

32.3.2 Unrestricted Call. Employees required to be on unrestricted call will be paid \$4.50 for each hour on call.

32.4 Disaster/FEMA Deployment.

Each employee deployed will be paid a minimum of twelve (12) hours pay per day for every day deployed including the day deployed and the day of return. Employees will receive per diem as per company policy.

ARTICLE 33 OTHER PROVISIONS

33.1 Advanced Notice Special Events.

A roster will be established which will consist of a pool of employees who are interested in working "Advance Notice Special Events" that are posted.

"Advance Notice Special Events" are those events that the Employer is made aware of at least thirty days before the event. The parties agree as follows:

33.1.1 Candidates for inclusion on the Special Event Roster must not have any discipline equal to a written warning or higher. Any active Special Event Roster employees who receive such a discipline will be removed.

33.1.2 Candidates will be subject to an interview process. Employees on the Special Events Roster will have extensive interaction with the public and our partner agencies.

33.1.3 Employees on the Special Events Roster will be required to complete training in the essential equipment required to perform their job (i.e., maintenance and training

for ATV, Golf Cart, etc.). Attendance at planning meetings may be required prior to certain events.

- 33.1.4** The Employer may offer multi-day events as a single obligation rather than multiple shifts. This will allow for greater continuity of operations.
- 33.1.5** The Employer shall determine Event staffing and hours. The option to work events will be offered by seniority and on a rotating basis. The seniority list will be a blend of the job classes and will be based on date of hire within an employees' job class. This will ensure fairness between the job classes. Three (3) Special Event Rosters will be created using this master seniority list: North Metro/Cambridge, South Metro/ALF and Buffalo/West Region. Employees can be on multiple rosters if they so choose. This will allow employees to target areas/events of interest and not be burdened by events they would not be willing or interested in working.
- 33.1.6** If an event has not been filled from the Special Events Roster within thirty (30) days of an event, the Employer will fill the event shifts at their discretion.
- 33.1.7** Advance Notice Special Events may require specific levels of care; the Employer will staff to meet the request of the event organizer.
- 33.1.8** The Employer reserves the right to place a cap limit on the size of each Special Event Roster.
- 33.1.9** If an employee on the Special Event Roster does not work at least twelve (12) hours of Advance Notice Special Events in a contract year, the employee may be removed from the roster at the discretion of the Employer.

33.2 Advanced Trained Paramedic.

- 33.2.1** Compensation for Advanced Trained Paramedic Job Class: Paramedics mandated by the Employer to be Advanced Trained Paramedics will receive \$1.00 per hour for all hours worked in the job classification. Additionally, Advanced Trained Paramedics shall receive an additional \$1.25 per hour for hours worked while assigned to provide an Advance Care paramedic transfer. Advanced Trained Paramedics shall receive a 2-hour minimum in the performance of these duties. When calls extend beyond the two hours, the employee shall be paid for actual time worked. The two-hour minimum shall not stack. If a call is canceled and a second call for Advanced Trained Paramedic skills are necessary within the initial two-hours, the overall time on task or 2-hour minimum, whichever is greater, will be paid.
- 33.2.2** Seniority for Advanced Trained Paramedic job class: 911 Paramedic seniority will be combined with the Advanced Trained Paramedic seniority.
- 33.2.3** Training and Continuing Education:
 - 33.2.3.1** Except as otherwise described in this Section, all training will be

considered hours worked as outlined in Article 17.1.2.

33.2.3.2 Advanced Trained Paramedic staff shall receive enough continuing education annually to recredential them as required by The Office of Medical Direction.

33.3 Inter-Facility / Critical Care Positions.

33.3.1 Compensation for Critical Care job classes:

Paramedic and EMT to receive a \$1.25/hour addition for all hours worked. Critical Care Paramedics shall receive an additional \$2.50/hour for hours worked in Critical Care. Critical Care EMT shall receive an additional \$0.75/hour for hours worked in Critical Care.

Critical Care Paramedic staff that are not working a Critical Care (CC) shift, but working a 911 truck, and are required to respond to a CC call shall receive the \$2.50/hour for a minimum of 4 hours or the hours on the CC call. Their partner, regardless of job class, will receive \$.75/hour for a minimum of 4 hours or the hours on the CC call. Any time on the CC call beyond the 4 hour minimum will be paid as hours worked with the premium rate.

33.3.2 Seniority for Critical Care job classes:

33.3.2.1 911 Paramedic seniority will be combined with the Critical Care seniority.

33.3.2.2 Eligible ALS EMTs shall bid their Critical Care Shifts by seniority.

33.3.3 Paramedic training and continuing education:

33.3.3.1 Except as otherwise described in this Section, all training will be considered hours worked as outlined in Article 17.1.2.

33.3.3.2 Certified Critical Care Paramedic staff shall receive enough continuing education annually to recertify them as required by the credentialing agency.

33.3.3.3 Critical Care Paramedic staff must successfully complete their initial Allina Critical Care academy training before being allowed to work independently.

33.3.3.4 Paramedics must successfully complete their Critical Care training and achieve a current CCPC or CCFPC certificate within the first 18-month period following completion of their academy class. Critical Care certification is not required during this initial 18-month time period in order to work in this job class. After the initial 18-month period, a current CCPC or CCFPC certificate is required to remain in the position. (This Subsection 33.3.3.4 will not apply to employees in the Critical Care Paramedic position as of May 17, 2024.)

33.3.3.5 Paramedic staff shall be required to take a course that certifies them as a Critical Care Paramedic, provided by the company or defined credentialing agency or governmental agency, or obtain or possess a current CCPC or CCFPC certificate from the Board for Critical Care Transport Paramedic Certificate (BCCTPC)

33.3.3.5.i Enrollment tuition fees shall be paid by the company for those in this job class.

33.3.3.5.ii Hours required to achieve this certification are not paid or to be considered hours worked, and occur outside of regular hours worked.

33.3.3.5.iii Initial testing fees are to be paid by the company; any retake fees, or recertification fees are to be paid by the employee.

33.3.3.5.iv Clinical education hours for certificate education requirements shall be done at Allina facilities.

33.3.3.5.v Upon successful completion of a certified Critical Care Course as defined in this Subsection 33.3.3.5, the paramedic will receive a completion bonus equivalent to 45 hours of their hourly rate at straight pay. Upon successful completion of CCPC or CCFPC certification, the employee will receive an additional 35 hour completion bonus. Upon successful completion of CCPC or CCFPC certification, the employee will receive an additional 35 hour completion bonus.

33.3.3.5.vi Paramedic staff that successfully pass and receive the completion bonus will remain in the critical care job class for no less than 18 months following the completion of the course. If the Paramedic does not remain in the critical care job class for at least 18 months, the Paramedic will be obligated to re-pay the completion bonus. Staff that quit the Critical Care Training will be removed from the job class, and required to repay the employer for the tuition fees.

33.3.4 EMT training and continuing education:

33.3.4.1 EMT Critical Care staff must successfully complete their initial academy training before being allowed to work independently.

33.3.4.2 EMT staff shall receive and must complete the required critical care mandatory annual continuing education as defined by Allina Health EMS Medical Directors. (Mandatory education will be defined as a certain number of hours per year by the Physician Medical Director.) All items not specifically addressed in this LOU, including staffing and scheduling, are subject to policy and the most recent contract between Local 167 and Allina Health EMS.

33.4 EMTs in Paramedic Programs.

As determined by Allina Health EMS, EMTs who have completed onboarding and will be attending paramedic school are able to change their FTE to 0.75. The employee shall select and maintain their weekend requirement and float the remainder of their 0.75 FTE. Eligible employees must apply for this option prior to each bid. The number of EMTs allowed to apply for this option may be adjusted each bid based on paramedic staffing needs. If selected, these employees must work with Staffing to obtain the floated portion of their schedule on a monthly basis. Employees working this schedule are commonly referred to as being in the “school pool.”

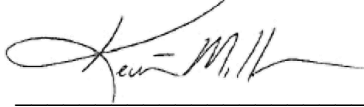
EMTs in the school pool who are attending a paramedic program accredited by the Commission on Accreditation of Allied Health Education Programs are eligible to receive a stipend. Allina Health EMS will provide the stipend, on the paycheck for each payroll period, equivalent to twenty (20) hours at the employee’s base hourly rate of pay. The stipend will begin with the payroll period in which the paramedic program begins.

The employee will be eligible for the stipend for as long as the employee remains a member of the school pool, fulfills the 0.75 FTE (60 hours) each pay period, and actively attends and remains in good standing with the school. Employees placed on academic probation may be removed from this program if quantitative improvement is not achieved.

The stipend will end when the employee successfully completes the paramedic program, is excused by the school, or resigns from the program. If the employee is excused, resigns, or is placed on academic probation from the paramedic program, the employee must notify their leader immediately.

SIGNATURE PAGE

**ALLINA HEALTH EMERGENCY
MEDICAL SERVICES**

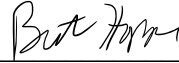


Kevin Miller, Deputy Chief
Director of Operations and Business
Development



Timothy B. Kohls
Vice President, Allina Health Labor and
Employee Relations

IAEP LOCAL 167



Brett Hopper
IAEP R7-167 President

EXHIBIT A – Uniform Grid

	Pants	Shirts	Polo LS or SS	Belt	Hi-Vis Coat	Winter Coat	Light Coat	Option Dollars Max
Job Class								
Courier	11	11				1 w/Bibs	2	
Dispatcher/Interfacility Dispatcher	3		4					\$175.00
Non-Benefit	2		2					\$175.00
Call Taker	3		4					\$175.00
Non-Benefit	2		2					\$175.00
EMT	3		4	1	1			\$175.00
Non-Benefit	2		2	1	1			\$175.00
Special Transportation	3		4	1	1			\$175.00
Non-Benefit	2		2	1	1			\$175.00
Vehicle Mechanics	11	11				1 w/Bibs	2	
Materials Handler - ESA	11	11				1 w/Bibs	2	
Paramedic	3		4	1	1			\$175.00
Non-Benefit	2		2	1	1			\$175.00
Supply Specialist	3		4	1		1	1	\$175.00
EMS Inventory Technician	3		4	1		1	1	\$200.00
Non-Benefit	2		2	1		1	1	\$200.00

Cannot stack option dollars for multiple roles.

EXHIBIT B - Wage Scales

EMT			
	1/1/2024	1/1/2025	1/1/2026
Year*		3%	2.50%
Start	\$22.66	\$23.34	\$23.92
1	\$23.45	\$24.15	\$24.76
2	\$24.27	\$25.00	\$25.62
3	\$25.00	\$25.75	\$26.39
4	\$25.75	\$26.52	\$27.19
5	\$26.52	\$27.32	\$28.00
6	\$27.32	\$28.14	\$28.84
7	\$28.14	\$28.98	\$29.71
8	\$28.98	\$29.85	\$30.60
10	\$30.00	\$30.90	\$31.67

Paramedic			
	1/1/2024	1/1/2025	1/1/2026
Year*		3%	2.50%
Start	\$30.50	\$31.42	\$32.20
1	\$31.72	\$32.67	\$33.49
2	\$32.99	\$33.98	\$34.83
3	\$34.14	\$35.17	\$36.05
4	\$35.34	\$36.40	\$37.31
5	\$36.58	\$37.67	\$38.61
6	\$37.79	\$38.92	\$39.90
7	\$39.38	\$40.56	\$41.58
8	\$41.03	\$42.26	\$43.32
10	\$45.33	\$46.69	\$47.86

EMS Dispatcher			
	1/1/2024	1/1/2025	1/1/2026
Year*		3%	2.50%
Start	\$30.50	\$31.42	\$32.20
1	\$31.72	\$32.67	\$33.49
2	\$32.99	\$33.98	\$34.83
3	\$34.14	\$35.17	\$36.05
4	\$35.34	\$36.40	\$37.31
5	\$36.58	\$37.67	\$38.61
6	\$37.79	\$38.92	\$39.90
7	\$39.38	\$40.56	\$41.58
8	\$41.03	\$42.26	\$43.32
10	\$45.33	\$46.69	\$ 47.86

EMS Interfacility Dispatcher			
	1/1/2024	1/1/2025	1/1/2026
Year*		3%	2.50%
Start	\$30.50	\$31.42	\$32.20
1	\$31.72	\$32.67	\$33.49
2	\$32.99	\$33.98	\$34.83
3	\$34.14	\$35.17	\$36.05
4	\$35.34	\$36.40	\$37.31
5	\$36.58	\$37.67	\$38.61
6	\$37.79	\$38.92	\$39.90
7	\$39.38	\$40.56	\$41.58
8	\$41.03	\$42.26	\$43.32
10	\$45.33	\$46.69	\$47.86

EMS Inventory Technician			
	1/1/2024	1/1/2025	1/1/2026
Year*		3%	2.50%
Start	\$18.97	\$19.54	\$20.03
1	\$19.73	\$20.32	\$20.83
2	\$20.52	\$21.13	\$21.66
3	\$21.34	\$21.98	\$22.53
4	\$22.19	\$22.86	\$23.43
5	\$23.08	\$23.77	\$24.37
6	\$24.00	\$24.72	\$25.34
7	\$24.48	\$25.22	\$25.85
8	\$24.97	\$25.72	\$26.37
9	\$25.47	\$26.24	\$26.89
10	\$25.98	\$26.76	\$27.43
11	\$26.50	\$27.30	\$27.98
12	\$27.03	\$27.84	\$28.54

EMS Special Transportation Driver			
	1/1/2024	1/1/2025	1/1/2026
Year*		3%	2.50%
Start	\$19.50	\$20.09	\$20.59
1	\$20.28	\$20.89	\$21.41
2	\$21.09	\$21.72	\$22.27
3	\$21.93	\$22.59	\$23.16
4	\$22.81	\$23.50	\$24.08
5	\$23.72	\$24.44	\$25.05
6	\$24.67	\$25.41	\$26.05
7	\$25.17	\$25.92	\$26.57
8	\$25.67	\$26.44	\$27.10
9	\$26.18	\$26.97	\$27.64
10	\$26.71	\$27.51	\$28.20
11	\$27.24	\$28.06	\$28.76
12	\$27.79	\$28.62	\$29.34

Vehicle Mechanic			
	1/1/2024	1/1/2025	1/1/2026
Year*		3%	2.50%
Start	\$29.55	\$30.44	\$31.20
1	\$30.44	\$31.35	\$32.13
2	\$31.35	\$32.29	\$33.10
3	\$32.29	\$33.26	\$34.09
4	\$33.26	\$34.26	\$35.11
5	\$34.09	\$35.11	\$35.99
6	\$34.94	\$35.99	\$36.89
7	\$35.82	\$36.89	\$37.81
8	\$36.71	\$37.81	\$38.76
9	\$37.63	\$38.76	\$39.73
10	\$38.57	\$39.73	\$40.72
11	\$39.53	\$40.72	\$41.74
12	\$40.52	\$41.74	\$42.78

Supply Chain Inventory Coordinator			
	1/1/2024	1/1/2025	1/1/2026
Year*		3%	2.50%
Start	\$24.30	\$25.03	\$25.65
1	\$24.79	\$25.53	\$26.17
2	\$25.28	\$26.04	\$26.69
3	\$25.79	\$26.56	\$27.22
4	\$26.30	\$27.09	\$27.77
5	\$26.83	\$27.63	\$28.32
6	\$27.23	\$28.05	\$28.75
7	\$27.64	\$28.47	\$29.18
8	\$28.05	\$28.90	\$29.62
9	\$28.48	\$29.33	\$30.06
10	\$28.90	\$29.77	\$30.51
11	\$29.34	\$30.22	\$30.97
12	\$29.78	\$30.67	\$31.44

EMS Call Taker			
	1/1/2024	1/1/2025	1/1/2026
Year*		3%	2.50%
Start	\$28.23	\$29.08	\$29.81
1	\$29.37	\$30.25	\$31.01
2	\$30.53	\$31.45	\$32.24
3	\$31.75	\$32.70	\$33.52
4	\$33.03	\$34.02	\$34.87
5	\$34.35	\$35.38	\$36.26
6	\$35.55	\$36.62	\$37.54
7	\$36.80	\$37.91	\$38.85
8	\$38.08	\$39.23	\$40.21
10	\$39.43	\$40.61	\$41.63

Courier			
	1/1/2024	1/1/2025	1/1/2026
Year*		3%	2.50%
Start	\$17.15	\$17.66	\$18.10
1	\$17.76	\$18.29	\$18.75
2	\$18.52	\$19.08	\$19.55
3	\$19.30	\$19.88	\$20.37
4	\$20.13	\$20.73	\$21.25
5	\$20.93	\$21.55	\$22.09
6	\$21.77	\$22.42	\$22.98
7	\$22.20	\$22.86	\$23.43
8	\$22.64	\$23.32	\$23.90
9	\$23.09	\$23.78	\$24.38
10	\$23.56	\$24.27	\$24.88
11	\$24.03	\$24.76	\$25.37
12	\$24.52	\$25.25	\$25.88

Environmental Services Aide			
	1/1/2024	1/1/2025	1/1/2026
Year*		3%	2.50%
Start	\$18.67	\$19.23	\$19.71
1	\$19.59	\$20.18	\$20.69
2	\$20.51	\$21.12	\$21.65
3	\$21.44	\$22.08	\$22.64
4	\$22.37	\$23.04	\$23.61
5	\$23.28	\$23.98	\$24.58
6	\$24.21	\$24.94	\$25.56
8	\$24.68	\$25.42	\$26.05
12	\$24.91	\$25.66	\$26.30
15	\$25.42	\$26.18	\$26.84

EXHIBIT C - Drug, Alcohol, and Cannabis Free Workplace and Testing Policies

Drug, Alcohol, and Cannabis Free Workplace Policy

Overview

Allina Health is committed to maintaining a work environment that is free from the influence of alcohol, cannabis and/or drugs to protect the health, safety, and well-being of our patients, employees, and visitors. To promote this goal, you must come to work in a condition to perform your best.

Details

Policy Statement

As an employee, you may not use, possess, distribute, manufacture, sell, transfer, or be impaired by alcohol, cannabis (including medical cannabis) or drugs when you are:

- Reporting for work;
- Working (this includes working while on Allina Health premises as well as conducting business-related activities off of Allina Health premises);
- On any premises owned or operated by Allina Health; or
- Operating any Allina Health vehicle, machinery or equipment

The consumption of alcohol, drugs or cannabis during working hours, including rest and meal breaks, is prohibited. Except as to the distribution, manufacture, sale or transfer of alcohol, cannabis, medical cannabis, and/or drugs, this policy does not apply to you while you are on Allina Health premises solely for the purpose of receiving medical treatment or visiting a person who is receiving medical treatment.

Scope

This policy applies to all employees.

Definitions

"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 whom they are not prescribed or intended. These include, but are not limited to, heroin, cocaine, morphine, phencyclidine (PCP), amphetamines, barbiturates, or hallucinogens (or metabolites of any such drugs). "Cannabis" means marijuana, cannabis flower, cannabis metabolites (such as THC), cannabis products, lower-potency hemp edibles, or hemp-derived consumer products.

Procedures

Consequences of policy violation

- If you violate this policy, you may be subject to corrective action up to and including termination of employment.

- Selling or distributing drugs or cannabis while on Allina Health premises or while engaged in company business will subject an employee to immediate termination of employment, even if it is for a first infraction.

Exclusions

This policy does not prohibit:

- The moderate consumption of alcoholic beverages at Allina Health-sponsored events, where Allina Health has authorized alcoholic beverages to be served. Employees are not considered to be within the scope of their employment while attending these events and participation in them is completely voluntary. In no case are employees permitted to bring any alcoholic beverages, cannabis, drugs or illegal substances to an Allina Health-sponsored event. Employees are expected to act responsibly, use good judgment and obey legal and reasonable limits. If an employee consumes alcohol at a company-sponsored event, they are encouraged to make use of alternative transportation when leaving. If an employee exhibits improper behavior at a company-sponsored event due to alcohol consumption, Allina Health will require the employee to leave the event immediately and will make transportation arrangements home for that individual;
- The possession of sealed bottles or cans of alcoholic beverages or cannabis in the employee's vehicle (or open bottles in the trunk) on Allina Health premises so long as the possession is in compliance with state law if the vehicle were on a public street.

Travel

If you are traveling for company business and are charged with an offense related to the use or possession of a controlled substance, cannabis or alcohol, you must report the incident to your supervisor the next business day.

Off-the-job-use

Off-the-job drug, cannabis or alcohol use that adversely affects your job performance or that jeopardizes the safety of or harm other employees, the public, patients or company equipment may result in Corrective Action, up to and including termination of employment. Allina Health specifically disclaims any liability for an employee's consumption of alcohol or use of drugs or cannabis, regardless of whether or not such consumption is on or off Allina Health premises, and regardless of whether such consumption is within or outside the employee's scope of employment.

Voluntary Disclosure

Allina Health encourages any employee with problematic drug, alcohol, or cannabis usage to voluntarily disclose this matter to the Employee Assistance Program (EAP) before being confronted, tested or otherwise involved in drug, alcohol, and/or cannabis related incidents. If you do so:

- You will not be discriminated against because of this disclosure and will not be disciplined on the basis of voluntarily acknowledging a drug, alcohol, or cannabis problem;
- You will be granted time off for treatment, rehabilitation, or counseling in accordance with applicable labor contracts or non-contract Allina Health policies;
- All communications with EAP will be strictly confidential; and

- You will be able to use EAP resources to assist you in this process.

Please note: Voluntary disclosure after being confronted, tested, or otherwise involved in drug, alcohol, and/or cannabis related incidents will not excuse violations of this policy, the Drug, Alcohol and Cannabis Testing Policy, or other Allina Health policies and procedures under which the employee is subject to Corrective Action, up to and including termination of employment.

Federal Contracts and Grants

If you are an employee who works on any activity under certain federal contracts for property or services of a value in excess of \$100,000, or under a federal grant, as a condition of employment, you are required to:

- Comply with this policy; and
- Provide your manager or HRConnect with written notification within 5 calendar days of any criminal drug statute conviction for a violation occurring in the workplace.

When Allina Health receives notice that you have been convicted under a criminal drug statute for a violation occurring in the workplace, the following actions will be taken:

- Within 10 days after receiving such notice, Allina Health will notify of the conviction, as applicable, each federal granting agency and/or each federal contracting agency with which Allina Health has a contract for property or services of a value of more than \$100,000.00;
- you will be subject to corrective action, within 30 days of notice of the conviction;
- you will be required to satisfactorily participate in a drug abuse assistance or rehabilitation pro-gram approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency, within 30 days of notice of the conviction.

Drug Free Awareness Program

Allina Health has concurrently established a Drug Free Awareness Program through its Employee Assistance Program and provides information regarding:

- the requirements of the drug-free workplace policy and consequences of violating the policy
- the prevalence of alcohol and drug use and its impact on the workplace
- recognizing the link between poor performance and alcohol and/or drug abuse
- the progression of the disease of addiction
- the types of assistance that may be available

Drug, Alcohol, and Cannabis Testing Policy

Overview

Allina Health is committed to maintaining a work environment that is free from the influence of alcohol, cannabis (including tetrahydrocannabinol (THC)) and/or drugs to protect the health, safety, and well-being of our patients, employees, and visitors. To meet this commitment, Allina Health has adopted this Drug, Alcohol, and Cannabis Testing policy for employees.

Details

Policy Statement

Employee involvement with drugs, cannabis, and alcohol can adversely affect job performance and employee morale, jeopardize employee safety, and undermine employer confidence. The goal, therefore, and the purpose of this policy is to establish and maintain a safe workplace and a healthy and efficient work force free from the effects of the inappropriate use of illegal drugs, alcohol, and/or cannabis.

Scope

- This policy applies to all employees unless subject to a collective-bargaining agreement with specific provisions related to Drug, Alcohol, and Cannabis Testing.
- In addition, some employee groups are also subject to mandatory drug (including cannabis) testing by federal law or regulation. For those covered by the Department of Transportation (DOT) regulations, DOT standards will be followed. See the [Drug and Alcohol Testing - DOT Policy](#).

Definitions

"Drugs" means controlled substances, and includes prescription medications that contain a controlled substance and are used for a purpose or by a person for whom they are not prescribed or intended. Drugs include, but are not limited to, heroin, cocaine, morphine, phencyclidine (PCP), amphetamines, barbiturates, or hallucinogens (or metabolites of any such drugs).

“Cannabis” means marijuana, cannabis flower, cannabis metabolites (such as THC), cannabis products, lower-potency hemp edibles, or hemp-derived consumer products.

Procedures

Policy Violation

If you violate this policy, you may be subject to corrective action.

Allina Health encourages any employee who may be inappropriately using drugs, alcohol, or cannabis to voluntarily disclose this matter to the Employee Assistance Program (EAP) before being confronted, tested, or otherwise involved in drug, alcohol, and/or cannabis related incidents.

If you do so:

- You will be granted time off for treatment, rehabilitation, or counseling in accordance with applicable labor contracts or non-contract Allina Health policies;
- All communications with EAP will be strictly confidential;
- You will be able to use EAP resources to assist you in this process; and
- You will not be discriminated against because of this disclosure and will not be disciplined on the basis of voluntarily acknowledging inappropriate use of drugs or alcohol. ***However, your disclosure will not excuse violations of this policy, the Drug, Alcohol and Cannabis Free Workplace, or other Allina Health policies and procedures under which the employee is subject to Corrective Action

Grounds for testing

Testing will be required only under the circumstances described below. All tests are conducted by a laboratory certified in accordance with state law. Testing will not be conducted by a testing laboratory owned or operated by Allina Health. The testing laboratory will notify Allina Health of the presence or absence of controlled substances or cannabis and their metabolites and/or alcohol in the sample tested.

Pre-Employment

Applicants with conditional offers of employment for the following roles will be required to undergo pre-employment drug, alcohol and cannabis testing:

- Applicants for roles covered by the Department of Transportation. See the [Drug and Alcohol Testing - DOT Policy](#).
- Applicants for positions in the Allina Health Pharmacy Heart Hospital, Piper and Float Positions (Cost Centers 70007908, 70007907, 70008000), in accordance with URAC accreditation requirements.
- If the initial result on the drug, alcohol, or cannabis test is positive, the sample which was tested will undergo a second, confirmatory test before it is reported as a positive result to the employer, applicant or medical review officer. An applicant has the right to explain the reasons for the positive test (such as that you are taking over the counter or prescribed medications or verification of enrollment in the medical cannabis patient registry) and/or to request a confirmatory retest of the sample, to be conducted at the applicant's expense. Any applicant wishing to exercise these rights must do so within five (5) working days of when the applicant received notice of the initial positive result.
- An applicant whose confirmatory test (and confirmatory retest, if requested) is positive will have their conditional offer of employment withdrawn.
- Applicants have the right to refuse to submit to testing, but their conditional offer of employment will be withdrawn if they do so.

Reasonable Suspicion

You will be required to undergo a drug and/or alcohol test if there is a reasonable suspicion that you:

- are under the influence of alcohol, cannabis and/or illegal drugs;
- have violated the policy statement above or the Allina Health Drug, Alcohol, and Cannabis Free Workplace Policy;
- have caused personal injury to yourself or another employee;
- have caused a work-related accident; or
- have operated or helped operate machinery, equipment, or vehicle involved in a work-related accident.

Treatment program testing

You may be requested or required to undergo drug and alcohol testing or cannabis testing if you have been referred for chemical dependency treatment or evaluation or are participating in a chemical dependency treatment program under an Allina Health benefit plan. This testing may occur without prior notice during the evaluation or treatment period and for a period of up to two

years after returning to work or following completion of any prescribed chemical dependency treatment program.

Notification

Before requesting that you undergo drug and/or alcohol testing, Allina Health will provide you with a copy of the Drug, Alcohol and Cannabis Testing Policy and an opportunity to read the policy and sign a consent form.

Right to refuse testing

You have the right to refuse to undergo drug, alcohol and/or cannabis testing. If you refuse to undergo drug, alcohol and/or cannabis testing, no test will be administered. However, if you refuse to be tested you will be subject to termination of employment.

Inconclusive test results or tampering

When test results are inconclusive or there is evidence of tampering, Employee Occupational Health will confer with the medical review officer (MRO), collector, and/or personal health care provider as appropriate to make determinations regarding the appropriate action. If it is unclear whether your behavior contributed to the inconclusive result, you may be required to undergo another drug, alcohol, and/or cannabis test. If it is reasonable to conclude that you engaged in tampering, or other behavior that prevented a meaningful completion of the drug, alcohol and/or cannabis testing (including but not limited to causing inconclusive results), you will be subject to corrective action.

If the initial result of the alcohol, drug or cannabis test is negative but "diluted" (as defined by the testing lab), you will be required to submit a new sample for testing. Allina Health will pay for such test on recollection.

Rights in the event of a positive result

Opportunity to Respond: If the initial result on the drug, alcohol, or cannabis test is positive, the sample which was tested will undergo a second, confirmatory test before it is reported as a positive result to the employer, employee or medical review officer. An employee has the right to explain the reasons for the positive test (such as that you are taking over the counter or prescribed medications or verification of enrollment in the medical cannabis patient registry or used cannabis in a manner that did not violate the Drug, Alcohol and Cannabis Free Workplace Policy) and/or 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.

Medical Cannabis Patient Registry: If the confirmatory test result is positive for cannabis only and you have provided verification of enrollment in the medical cannabis patient registry, you will not receive corrective action for a positive test for cannabis components or metabolites, unless you used, possessed or were impaired by medical cannabis at work or otherwise violated the Drug, Alcohol, and Cannabis Free Workplace policy. Enrollment in the medical cannabis patient registry does not insulate you from discipline based on performance issues or employee misconduct that may or may not be a result of being under the influence of medical cannabis at work.

Positive Results (other than for Registered Medical Cannabis): If the confirmatory test result is positive, you may be subject to corrective action in accordance with applicable labor contracts or non-contract Allina Health policies and the following:

- **First Positive Test Result on Confirmatory Test:** Your employment will not be discharged based on a first-time positive result on a confirmatory test for alcohol and/or drugs or cannabis requested by Allina Health. However, your employment will be terminated if you have been given the opportunity to participate in a drug, alcohol, or cannabis counseling or rehabilitation program and have refused to participate or have 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.
- **Administrative Leave:** You will be placed on paid administrative leave for up to five scheduled shifts while waiting for the test results. When test results are received, your administrative leave pay ends, even if you have been out for fewer than five shifts.
- **Subsequent Positive Result on Confirmatory Test:** An employee who receives a positive result on a confirmatory test for alcohol, cannabis and/or drugs requested by Allina Health and who has previously received a positive result on a confirmatory test for alcohol, cannabis and/or drugs requested by Allina Health may be discharged, so long as a previous positive result occurred within the three (3) preceding years.
- **Off-the-Job THC Use:** Except as permitted by this policy, Allina Health will not discipline, discharge, or take other adverse personnel action against you solely on the basis of a confirmatory test result that is positive for cannabis or its metabolites. Allina Health will take corrective action if you have violated the Drug, Cannabis and Alcohol Free Workplace Policy.

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

Additional rights

If you were asked to undergo testing for alcohol, drugs, and/or cannabis, you will be provided with a copy of the test results upon request. You will be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

Confidentiality

The fact that you have been requested to take a drug, alcohol, and/or cannabis test, the result of the test, and information acquired in the alcohol, drug, and/or cannabis testing process shall be treated in a manner consistent with the Allina Health's treatment of other private and confidential information concerning employees. If you voluntarily disclose the inappropriate use of alcohol, drugs, and/or cannabis before being confronted, tested, or otherwise involved in drug and/or alcohol related discipline or proceedings, this will also be treated in a manner consistent with the Allina Health's treatment of other private and confidential information concerning employees. This information will not be disclosed by Allina Health without your consent except to those who need to know this information to perform their job functions, and as permitted or required by law or regulation.

LETTER OF UNDERSTANDING

Between

ALLINA HEALTH EMS

And

IAEP LOCAL 167

Subject: Therapy Dog Team Members

The purpose of this document is to identify an employee's eligibility for becoming a Therapy Dog Team Member. The Therapy Dog Team Member role is not exclusive to employees represented by IAEP Local 167. However, if a bargaining unit employee is assigned to the role, the parties agree as follows:

1. To become a member of the Allina Health EMS Therapy Dog Team, an employee must express interest and will be selected by Allina Health EMS Leadership at its sole discretion. Selection will be based on need and best fit for the organization. Candidates will adhere to and maintain specifications set forth in the Therapy Dog Team Member Policy.
2. Employees hired as Therapy Dog Team Members by Allina Health EMS will receive their hourly wage rate for all hours worked in the Therapy Dog Team Member role while on duty. In addition, Therapy Dog Team Members will be compensated an additional one (1) hour per day at \$20 per hour when the dog is in their custody outside their regularly scheduled on duty work hours. This is intended to compensate the non-exempt employee for time spent performing routine dog handling duties separate and apart from those performed while on-duty, including but not limited to feeding, grooming, exercising, transporting, obtaining routine veterinary care, and purchasing food and supplies. If a non-exempt Therapy Dog Team Member is required to perform extraordinary off-duty care for the dog, such as evening training for the dog or other rare occurrence which causes a substantial increase in the normal off-duty hours worked for that week, the employee shall submit a written request to the employees' supervisor for additional compensation at the Therapy Dog Team Member's regular base hourly rate for the hours spent performing such work.
3. There may be times when Therapy Dog Team Members will need to use their personal vehicles for training and transport of Therapy Dogs. In such circumstances, Allina Health EMS will reimburse employees for their mileage in accordance with IRS standards.

4. Allina Health EMS assumes financial responsibility for AHEMS owned Therapy Dogs. Should Therapy Dog Team Members incur unforeseeable personal expenses during the care of the dog, AHEMS will reimburse the Therapy Dog Team Member.
5. All items not specifically addressed in this LOU are subject to Allina Health policy and the most current collective bargaining agreement between Allina Health EMS and IAEP Local 167.
6. On duty dog handling will occur when working shifts other than ambulance shifts. The therapy dog will not accompany the handler while working on an ambulance.

LETTER OF UNDERSTANDING

between

ALLINA HEALTH EMS

and

IAEP LOCAL 167

Subject: Temporary Holdover and Shift Bonus

The parties have agreed to implement a temporary extra shift bonus program effective from April 1, 2024 through December 31, 2024, as described below. This agreement supersedes any and all extra shift bonus programs currently in place between the parties.

An employee picking up an open, extra shift eight of at least (8) hours shall receive an hourly bonus for the extra shift based on the employee's FTE listed in Workday as follows:

- 0.75 FTE – 1.0 FTE: \$20/hour bonus pay
- 0.5 FTE – 0.74 FTE: \$15/hour bonus pay
- 0.1 FTE – 0.49 FTE: \$10/hour bonus pay (beginning with next eligible shift after meeting quarterly hourly requirements)
- 0.0 FTE: \$10/hour bonus pay (beginning with next eligible shift after meeting casual quarterly hourly requirements)

Note – FTE eligibility is based on each eligible record, i.e. 0.3 FTE in Glencoe will be eligible for \$10/hour and 0.6 FTE in the metro will be eligible for \$15/hour.

The bonus is paid for extra shifts of eight (8) hours or more rounded to the nearest half-hour picked up beyond an employee's FTE or when management is asking staff to change their shift to another day that is poorly staffed. For example, an employee with a 1.0 FTE who works an extra shift of 8.0 hours will receive a bonus of \$160. An employee with a 1.0 FTE who works an extra shift of 13.33 hours will receive a bonus of \$270. (13.5 hours (rounded up) x \$20 = \$270.

Staff are ineligible for the bonus who have not fulfilled their work agreement. Use of leave without pay (LWOP) during a pay-period would make extra shifts ineligible for the bonus.

Staff involuntarily held over by more than two hours shall receive the additional applicable hourly bonus for each half-hour held over.

Bidder shifts are ineligible for the bonus. Benefited floating staff must meet their pay period scheduled FTE requirement before bonus eligible for extra shifts. Call shifts are not eligible for bonus.

LETTER OF UNDERSTANDING

Between

ALLINA HEALTH EMS

and

IAEP LOCAL 167

Subject: Buffalo/Cambridge EMT and Paramedics

Staff hired specifically to Buffalo or Cambridge.

1. EMT and Paramedic staff may be hired specifically to work at the Buffalo or Cambridge report-to-work location up to a 1.0 FTE.
2. Training shall be done at the report-to-work locations.
3. Staff seniority shall be part of the metro EMT and Paramedic Seniority lists.
4. Bidding guidelines will be developed by area leaders and the staffing committee and then reviewed by LMC.
5. Metro EMT and Paramedic staff may bid shifts in these report-to-work locations.
6. If metro staff with greater seniority create a situation where the benefit-eligible employee hired specifically to the report to work location would not have a biddable schedule:
 - a. The least senior employee may float their hours within the report to work location, and/or
 - b. The least senior employee may pick up other shifts in regional areas or metro to maintain their FTE.