

TENTATIVE AGREEMENTS  
BETWEEN  
ASPEN MEDICAL GROUP  
AND  
SEIU HEALTHCARE MN

1. ARTICLE 5 SENIORITY-

- a. 5.08: Increase fourteen (14) days notice to Union to twenty-one (21) days notice to Union.

2. ARTICLE 6 HOURS OF WORK –

- a. 6.01 Add language: The work day starts at 6am.

3. ARTICLE 6: HOURS OF WORK –

- a. 6.14: Temporary Floats: Employees who temporarily float to another clinic, except for a Low Need day, shall receive an additional seventy (\$.70) cents per hour worked while floating as a differential.
- b. Regular Scheduled Floats: Regular scheduled float employees shall receive an additional seventy (\$.70) cents per compensated hour as a differential.

Conform mileage reimbursement language to new mileage reimbursement policy.

4. Article 6.21 NEW: Give Away Shifts: Employees may give away shifts without using vacation time as follows:

- 1. An employee may give away two (2) shifts per year.
- 2. An employee must have a work agreement of 0.5 FTE or greater.
- 3. The giveaway shift shall not cause additional costs to the Employer, for the employee accepting to work the shift.
- 4. An employee accepting the shift must be qualified within the classification.
- 5. Employees may give shifts to casual employees with supervisor/manager's approval:
- 6. The employee would find their own replacement.
- 7. A shift give away request form must be approved by a Supervisor or manager at least twenty-four (24) hours in advance.

5. Article 6:08: Add language to conform to Give Away Shifts provision.

6. ARTICLE 9: VACATIONS

- a. 9.03 (1) modify: From March 1 through March 15<sup>th</sup> of each year, employees shall submit their vacation requests for the time period of May 1<sup>st</sup> through October 31<sup>st</sup> of the current year. The Employer will grant by seniority and post no later than April 15<sup>th</sup>. From September 1<sup>st</sup> through September 15<sup>th</sup> of each year, employees shall submit their vacation request for the time period of November 1<sup>st</sup> of the current year and through April 30<sup>th</sup> of the following year. The Employer will grant by seniority and post no later than September 25<sup>th</sup>.
- b. 9.03 d: The Employer shall try to maximize the number of employees in lab, imaging and reception permitted to be off at a time.

8. ARTICLE 11 FUNERAL/BEREAVMENT LEAVE

11.01- Following notification to the Employer, an employee shall be granted up to three (3) days leave without loss of pay in case of a death in the family. Family includes the following:

Parents, parents-in-law, step parents, brothers, brothers-in-law, step brothers, sisters, sisters-in-law, step sisters, sons, sons-in-law, step sons, daughters, daughters-in-law, step daughters, grandparents, grandchildren, spouse domestic partner, live-in significant other, and foster parent.

11.02- Employees will notify the Employer when they need to use bereavement leave days. Bereavement leave days, need not be consecutive, and are to be used to replace days the employee is scheduled to work. Employees needing to take part of their B bereavement leave days at a later time will get approval of the immediate supervisor, prior to taking the time. Permission will not be unreasonable denied.

If additional days off are needed, they should be taken as paid or unpaid time, subject to approval of the immediate supervisor. Permission will not be unreasonably denied.

11.03- Bereavement leave for those not included in the definition of family in this Agreement, but who have played a significant parental role in the employee's life, can be

requested by an employee, with notice to the manager. An example might be an Aunt who raised the employee.

11.04- If days off are needed due to the death of a family member not listed in Section 11.01, they should be taken as vacation or unpaid time subject to the approval of the manager.

Travel time in contract stays as 11.05

#### 9. ARTICLE 23 DISCIPLINE/DISCHARGE/TERMINATION

- a. New 23.04 Investigative Suspensions. The Employer may suspend an employee without pay pending an investigation for no more than 7 calendar days. At the end of the 7 calendar days, the Employer must decide if they are going to discipline the employee or drop the issue.
- b. New 23.05 Employees shall be notified of their right to have a Union steward present during a corrective action meeting. Request for Union representation shall be granted promptly so as not to delay corrective action or investigation. When an employee declines Union representation, a Steward Waiver Notice must be provided to the employee and signed by the employee. A copy will be provided to the Union.

#### 10. ARTICLE 3 UNION REPRESENTATION

- a. 3.03 Add to contract: "Permission will not be unreasonably withheld."
- b. 3.06 NEW: Union Orientation: Aspen will release an Aspen steward for one hour of paid time to meet with each new employee at his/her work site at an acceptable time within the new employee's first two weeks of employment. If a new employee has a general orientation at Allina, the Union Representative will advise Aspen employees that they are not covered by the Metro contract.
- d. 3.08 Steward Space: Aspen will provide the following at each location:
  - A private space available to the Union on an as-needed basis (e.g. a conference room or an empty exam room with ability to close door).
  - A locking file drawer
  - Access to Email, voice mailbox or both to enable communication with membership
- f. 3.10 Union Steward Meetings: All Urgent Care Union Stewards will notify their direct supervisors and seek to obtain approval of the monthly meetings as far in advance as possible to facilitate coverage. Steward monthly meetings are unpaid.

- h. 3.02 Bulletin Boards: Keep current language and add “visible and accessible. “
11. Article 13.05-Leaves of Absences  
LOU on benefits no-pay to be placed in contract.
12. Article 18- General Provisions  
18.08 add: Two employees, in each calendar year, in special imaging shall be granted the opportunity to cross train sufficient to meet the CT/MRI 2012 accreditation registration requirements.
14. Change title of Union staff from "Business Representative" to "Internal Organizer" wherever it appears in the contract.
15. Article 8- Holidays –  
8.10 Aspen Clinics will review the projected physician staffing before a recognized holiday and will make every effort to allow time off to as many employees in each department around a holiday if service demands permit.
16. Article 6.12 Modify:  
Replace “prior notice” with “at least two (2) hours notice.”
17. Article 5.07  
If there are no volunteers, Low Need will be assigned first to employees in an overtime or 7<sup>th</sup> day differential status in reverse order of seniority within the affected department by classification, and then to remaining employees in reverse order of seniority within the affected department by classification.
18. Article 18.01 Replace current language with the following:  
Employees may use personal cars when on business and mileage will be reimbursed at the currently approved IRS rate-per-mile. The date, location to and from, total number of miles and business purpose for each trip must be indicated on the expense report. Business travel between Allina locations does not require a business purpose.

Employees will not be reimbursed for mileage between their homes and their designated worksite. If an employee travels from their home to a location other than their worksite, they may be eligible for some mileage reimbursement. If the mileage to the other location exceeds the normal mileage to their designated work site, they would be eligible for the difference. For example, if normal mileage to a work site is 10 miles, and mileage to the alternate location is 20 miles, the employee would qualify for 10 miles of reimbursement. If the mileage to the alternate location is less than the employee’s normal mileage, no reimbursement will be granted. The mileage from the alternate location back to the normal worksite is reimbursable in full.

19. Article 5.06

Modify language to reflect that vacancies are posted electronically only.

20. Article 6.17 (2)

The Employer may revoke the flexible schedule and re-implement an 8 hour/day schedule at any time upon eight (8) weeks notice.

21. Labor Management Committee

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

The Committee will consist of an appropriate number of representatives of the Union and the Employer not to exceed four members per side not including the Union internal organizer or the Allina Labor Relations representative. The Committee will meet every four months or at a different frequency with the agreement of the parties. The Union and the Employer will select a chairperson for the Committee and they will serve as equal co-chairs for the Committee. Agendas will be prepared jointly for review by Committee members prior to each meeting. Topics will be recorded as they are discussed.

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

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

22. Headings/Reorganization Issues.

- Posting provision 5.06 as a standalone provision.
- Low Need provision 5.07 as a standalone provision
- Layoff/reductions in force 5.08 and 5.09 as a standalone provision.

- Temporary employees 13.06 as a standalone provision.
- Professional appearance 18.02 and 18.03 as a standalone provision.
- Mileage reimbursement 18.01 as a standalone provision.

23. Clerical Uniforms. Clerical employees will follow the new professional appearance/manner policy. L/M Committee will review details.

24. Health Insurance: The contribution percentages from the Letter of Understanding effective 8/22/08 will be placed in the contract. The group will be offered the Allina First Plan design offered to SEIU Metro employees and to the extent administratively possible, will have one person on the existing SEIU Health care committee.

25. Move last sentence of 23.02 to Article 5.08

27. Paid Union Steward Training: Union stewards as a group will have a pool of 20 hours to be used for steward training, per year. Becomes new 3.09.

28. 13.05. Union business days will not count collective bargaining days for 2 members from each site (their home site), Union's choice as to the 2 members from each site. Additional members from clinics may be selected to serve on the bargaining team and may serve subject to patient care needs. If one or more committee members are denied, negotiations will take place on evenings or weekends. Those days will count toward the 7 days per member.

29. 14.01. Aspen employees shall have access to the career navigation webpage.

30. Education: Employees will be paid for attending mandatory training programs including Basic Life Support (BLS/CPR) when training takes place during regular work hours. If the mandatory training cannot be accomplished during regular work hours, employees will be paid for attending training outside of regular work hours when pre-approved by their manager. Delete last 2 sentences of 14.01.

30. Intra-Allina transfers. Employees who transfer from another Allina business unit to Aspen will have their PTO placed in a vacation account, and employees shall earn vacation at the year level at which they were earning at the other Allina business unit.

31. Wage scales: July 1, 2010 - 1% ATB, July 1, 2011- 1% ATB, July 1, 2012 -2% ATB

32. Duration: July 1, 2010 to June 30, 2013

Aspen Medical Group

SEIU Healthcare MN

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Subject to membership ratification; Union committee will recommend ratification.