Collective Bargaining Agreement

Between

Open Cities Health Center, Inc.

And

SEIU Healthcare Minnesota

Effective
April 1, 2018
Through
March 31, 2021
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AGREEMENT

This Agreement, made and entered into by and between Open Cities Health Center, Inc. hereinafter referred to as the “Employer” and, SEIU Healthcare Minnesota, hereinafter referred to as the “Union” (and its successors) is effective for the period April 1, 2018 through March 31, 2021.

ARTICLE 1 — RECOGNITION

(A) BARGAINING REPRESENTATIVE

The Union shall be the sole and exclusive bargaining representative for the following two bargaining units: for all full-time and regular part-time non-professional employees at the Open Cities Health Center, Inc. facility presently located at 409 North Dunlap Street, St. Paul, Minnesota, and in relation to National Labor Relations Board Case Number 18-RC-15365 and the facility located at 917 Rice Street, St. Paul, Minnesota and in relation to the applicable National Labor Relations Board Case.

(B) CLASSIFICATION OR TITLE CHANGE

In the event the Employer creates any new or changed classifications or titles that involve functions substantially similar in their nature, character and scope to those performed in whole or in part in existing bargaining unit classifications or titles, the Employer agrees to notify the Union and upon request meet and negotiate regarding the questions of inclusion in the bargaining unit.

(C) NO CONTRADICTORY RULE

The Employer agrees not to enter into any agreement or contract with any of its employees who are in the classifications herein noted, either individually or collectively, which changes or conflicts with any of the provisions, conditions or benefits of this Agreement.

(D) SUCCESSORSHIP

In the event of any sale, purchase, merger or other transaction affecting ownership of Employer’s clinic business, Employer shall make known to the Union prior to the completion of said transaction, the nature of the transaction. In addition, the buyer agrees to assume the terms and conditions of the CBA, which is allowed by federal labor laws prior to any sale, purchase, merger or other transaction.

(E) SUBCONTRACTING

The decision to subcontract work will rest solely with the Employer. The Employer will give the Union reasonable advance notice of proposed subcontracting as is practicable under the circumstances, but not less than thirty (30) days. Employer shall pay severance pay calculated at the rate of one (1) week of pay for each full year of service through the date of termination of employment, up to a maximum of four (4) weeks’ pay, to affected employees. Employer will meet to discuss the other effects, if any, of the subcontracting decision if the Union makes such a request within a reasonable time.
TEMPORARY EMPLOYEES

The Employer may hire temporary employees for a limited period of time not to exceed ninety (90) consecutive working days in any calendar year, provided that no regular permanent employee is displaced by such a temporary employee. A temporary employee shall not accrue seniority credit retroactive to the original temporary date of hire.

ARTICLE 2 – MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving its clients with the highest quality of service, efficiency and economy, and meeting emergency needs. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, powers, and authority are retained by the Employer. The Employer retains the exclusive rights to manage its facilities, direct its working forces, and take such measures as management may determine to be necessary for orderly, efficient, and successful operation of the business, including but not limited to the right:

To determine the size and composition of the work force, employees' duties, and the number of hours to be worked.

To make consolidations, discontinue or create departments, and close or relocate its facilities.

To determine the kind, character, and class of work to be done, including quality and quantity of service.

To determine processes and techniques of production types of equipment used and institute technological changes.

To hire, promote, lay-off, assign, transfer, suspend, discharge and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; to increase or decrease that number; direct and schedule the work force.

The Employer shall retain the right to establish and require observance of reasonable work rules, policies, procedures and regulations.

ARTICLE 3 – NO STRIKE/NO LOCKOUT

During the term of this Agreement or extension thereof, subject to the exception set out below, there shall be no strikes by the Union or the employees, or lockouts by the Employer. For the purpose of the Agreement a strike is defined as any intentional slowdown, cessation, or interference with patient service or the business of the Employer, interruption or suspension of work, or any work stoppage, whether partial or complete. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any slowdown, work stoppage, refusal to perform services, or strike against the Employer.
ARTICLE 4 – UNION SECURITY

(A) All employees covered by this Agreement shall, during the life of the Agreement, or any renewal thereof, remain "in good standing" as hereinafter defined. Any present employee or new employee covered by this Agreement who elects not to become a Union member shall pay to the Union, as a condition of continued employment, a service fee equal to the amount of the standard initiation fee and monthly dues. Such service fee shall begin upon completion of the probation period, “In good standing” for the purpose of this Agreement is defined to mean the payment of all standard fees and standard regular monthly dues.

(B) If any employee does not remain “in good standing” as defined above, the Employer shall terminate the employee within a reasonable time of receipt of written notice to do so from the Union. The Union shall hold the Employer harmless from any claims of an employee so terminated.

(C) The Employer agrees to deduct Union dues and service fees, consisting of standard initiation fees and standard monthly dues, from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deduction will be made by the Employer from the bi-weekly wages of the employees and will be transmitted to the Union monthly. In the event that no wages are due the employee or that they are insufficient to cover the required deduction, the deduction for such month will, nevertheless, be made from the first wages of adequate amount next due the employee and will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of employees for whom deductions were made. The Union shall hold the Employer harmless from any dispute with an employee concerning the deductions made.

(D) Employees may express authorization by submitting a written application, through electronically recorded voice authorization, by submitting an online deduction authorization, or by any other means indicating agreement allowed under state and federal law. The Employer shall implement and adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, timing and procedure for revocation, window periods, and amount of dues deducted agreed to by the employee as stated in the authorization, irrespective of the employee’s membership in the Union.

(E) The Union agrees to refund promptly any dues and service fees found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such refund.

(F) For the purposes of this Article, the execution date of this Agreement shall be considered its effective date.

(G) The Employer will send the Union a monthly list (if needed) of all new employees covered by this Agreement together with their address, classification or change of classification, the employee’s social security number, clinic assignment and the starting date of each new employee. Such list shall also contain the names of all terminated employees.

(H) The Union will also send copies to the Employer of the various warning notices sent to the members pursuant to its present practice.
(I) The Union will inform employees of the terms and conditions of this Article including union dues, payment arrangements and penalties for employees' failure to remain in good standing.

(J) The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota, COPE contributions on a per pay period basis from the wages of those Employees who voluntarily authorize such deductions on the forms provided for that purpose by SEIU Healthcare Minnesota. These transmittals shall occur monthly and shall be accompanied by a list of the names of those Employees from whom such deductions have been made and the amount deducted for each Employee.

 ARTICLE 5 – UNION REPRESENTATION

(A) STEWARDS

The Employer recognizes the right of the Union and its Union representative to designate a reasonable number of stewards to handle official Union business during their routine at the Clinic, as may be delegated to them by the Union in connection with this collective bargaining relationship. The work may be conducted only so long as it does not interfere with the work assignment of the Steward or other employees. The names of such stewards will be furnished in writing, to the Employer in writing.

(B) UNION REPRESENTATIVES

The Union representative may seek permission from the Employer to visit the premises of the Employer to carry out his/her duty of representation. Such permission shall not be unreasonably withheld. If granted, the Union representative and the Union shall carry out their business on the premises in a manner that does not disrupt the ongoing clinical business of the Employer, and non-patient service areas shall be scheduled by the Union for these visits. Employees desiring to participate in such Union business shall do so during their non-work hours. Such employees may seek permission from the Employer to take time off so as to participate, and such permission shall be granted if such participation will not disrupt operations or cause coverage problems.

(C) BULLETIN BOARD

The Employer shall provide a bulletin board in the facility for use of the Union provided the Union uses such board only for the posting of notices, such as social functions, meetings, elections, Union appointments, or other material required for legitimate Union business signed by a Union officer. Copies of such notices shall be submitted to the Employer for posting, and if such materials comply with the terms of this provision, shall be posted by a steward.

(D) INVESTIGATORY INTERVIEWS

In connection with investigatory interviews conducted by the Employer in which an employee reasonably believes that such investigation will result in disciplinary action, an employee may opt to have a steward present during the interview. In these cases, the Employer is notified by the employee that a Union representative will be in attendance at the meeting, and will furnish the Employer with the name of the representative. The employee representative shall be granted time off and shall notify his/her supervisor. Employees shall be notified of their right to have a Union steward present during any investigatory meeting or during any 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 by a Union Steward to the employee and signed by the employee. A copy will be provided to the Union.

(E) UNION ORIENTATION

Two days prior to any new bargaining unit employees beginning work, the employer will advise the Union Stewards of the opportunity to orient new workers to the Union. At the time of the New Employee Orientation the employer will provide the Union stewards with the complete names of those attending orientation. In addition, the employer will provide up to thirty (30) minutes of paid time to speak with new employees about the Union. In the event a steward is unable to attend orientation, the Employer will make good faith effort to schedule make-up hours for the steward for orientation. The actual time on the orientation schedule will be mutually agreed upon by the Union and Employer.

ARTICLE 6 – HOURS OF WORK

(A) WORK WEEK

The normal work week consists of forty (40) hours of work, not including a 60-minute daily lunch period which is unpaid. Each work day begins at 12:01 a.m., and each work week begins at 12:01 a.m. Sunday. The parties recognize that this provision is intended to provide definitions, and is not to be construed as a guarantee of hours of work. Employees who are hired for a specific grant position shall be informed when interviewed of the length of the grant, and shall be entitled to the same benefits, terms and conditions of employment under this Agreement as other unit members. The decision whether to request renewal of specific grant positions rest with the Employer.

Employees who are required to work more than their scheduled daily hours, if such hours exceed eight (8) hours, may, with the approval of a manager, take such excess hours as comp time; otherwise, such excess hours will be subject to the Overtime Article as set out below.

(B) OVERTIME

All work performed in excess of forty (40) hours per week by non-exempt employees shall be deemed overtime work and paid for at one and one-half (1-1/2) times the employee’s regular hourly rate of pay. The manager must approve all overtime.

Employer has the right to require employees to work overtime as may be necessary in the good faith judgment of Employer for the provision of services. In the event overtime is scheduled, Employer has the right to assign overtime in its discretion, but shall first ask for volunteers. If more than one employee volunteers for overtime, seniority shall determine who works overtime. If no employee volunteers, the overtime shall be assigned in reverse order of seniority. When possible, employees will be notified prior to the end of their shift on the day for which it has been scheduled. Hours worked beyond the employee’s normal workday shall be paid as extra hours unless the employee agrees to change his or her schedule during the week.

Employees shall not be required to take time off in lieu of Overtime pay.
(C)  SCHEDULING

Employer Right to Schedule Work. Employer shall maintain the discretion to schedule employees to work as necessary, although Employer shall post such schedules at least two (2) weeks in advance if practicable.

Shift Differential. Saturday and Sunday is part of the 40 hour workweek. Employees required to work a weekend shift (i.e. Saturday or Sunday) will receive $1 extra per hour.

No Split Shifts. There shall be no split shifts unless mutually agreed to by the employee and the Employer.

Temporary Reduction of Hours. When the staffing needs are such that a temporary reduction of hours is necessary, the Employer shall use its best effort to first seek volunteers within the classification. If there are no volunteers, then the Employer shall reduce hours in reverse order of seniority, within the classifications, except that special capabilities may be considered. All affected employees shall receive a seven (7) day notice of any reduction in hours.

Temporary Transfer. Employer shall have the right to temporarily transfer employees from one facility to the other facility to perform work in such employees’ current classifications for no more than thirty (30) consecutive days of employment. When choosing the particular employee within a classification to temporarily transfer, Employer shall have the discretion to choose the employee possessing the “necessary qualifications” (as defined in Art. 7 (C)) most appropriate for such transfer. Where necessary qualifications are equal, Employer shall temporarily transfer the least senior employee. Employer shall not transfer an employee with a vacation request pending for the period of the transfer unless Employer, in good faith judgment, determines that it is necessary to do so.

Daily Reporting Guarantee. In the event (an) employee(s) report(s) to work for their assigned shift(s) and a situation arises that management is considering a reduction in staff for that day, the employee(s) will not be required to report off without pay. However, they will have the option to voluntarily utilize their PTO, in order of seniority, or be assigned to other duties.

(D)  BREAK TIME

Employees will receive a rest period of fifteen (15) minutes during each four (4) hours of work to be scheduled by Employer. Such rest periods may be staggered so as not to interfere with clinic flow, or may be combined with meal break, if agreed to by Employer.

Employees who are not provided the fifteen (15) minute rest period will be paid for such extra minutes, including overtime if Employee’s total weekly hours exceeds forty (40). Employees must punch in and out for breaks and lunch.

Each employee shall receive an unpaid meal period of one (1) hour to be scheduled by Employer. A meal period of less than one (1) hour may be mutually agreed to between the Employer and the employee.

(E)  STAFF MEETINGS/IN-SERVICE

All Employer-sponsored staff meetings and in-service sessions which require mandatory attendance shall be held during regularly scheduled business hours when practicable, and employees will be paid for such time.
(F) **COMPENSATED HOURS**

Compensated hours, for the purposes of accruing benefits, will include vacation, holidays, sick leave, and leaves of absence under fourteen (14) days for full-time employees.

**ARTICLE 7 – SENIORITY**

(A) **DEFINITION**

Anniversary Date for all employees shall be defined by years of service from the employee’s date of hire. Anniversary date is to be used for benefit accruals, job bidding, lay-off procedures and reduction in hours.

Classification Seniority for all employees shall be defined by years of service (date of hire) within the job classification. Classification seniority will be used for vacation bidding and for the appropriate wage for that classification.

There shall be no change in seniority date as a result of involuntary transfer of an employee to another classification and/or department. The abolishment or elimination of a job shall be deemed to be involuntary transfer. If an employee voluntarily transfers to another classification and/or department, such employee’s seniority date within that classification and/or department shall change to the date the transfer becomes effective.

There shall be no change in classification seniority as a result of a transfer between locations.

Seniority and, except as provided for in (8), the employment relationship shall be broken and terminated if an employee:

1. Quits or retires.
2. Is discharged for cause.
3. Is absent from work for two (2) consecutive working days without notification to Employer, unless the employee cannot notify Employer because of a proven physical disability or act of God proven to the satisfaction of Employer.
4. Fails to advise Employer of intent to return to work within three (3) working days after receiving a notice of recall from layoff from the Employer directed to his/her last known address.
5. Fails to return to work within ten (10) regular business days after notifying Employer of intent to work after receipt of a notice of recall from layoff.
6. Works for another employer during a leave of absence.
(7) Fails to report for work at the termination of a leave of absence or any extension thereof.

(8) Takes a new position in the employment of Employer and remains in the new position for a period of one year or more.

(B) SENIORITY LISTS

On or before the thirty-first (31st) day following the commencement of this Agreement, the Employer shall prepare two seniority lists for all employees covered by this Agreement as described in (A) (1) above, with copies to the Union and copies posted on the designated Union bulletin board. Such lists shall be updated annually with copies to the Union and copies posted on the designated Union bulletin board.

(C) JOB POSTING

Procedure. Whenever vacancies occur, a notice of such vacancy shall be forwarded to the Union and a notice of such stating the requirements for the position shall be posted at each facility for a period of five (5) working days.

Vacancies or new positions shall be awarded to the senior employee applicant where the employee currently possesses the necessary qualifications to perform the work. Qualifications for the job shall be posted by the employer, and the posting shall include the shift and number of hours for the position. In order to assure that staffing needs and requirements are met, a senior employee applicant selected to fill a posted vacancy may be retained in his/her existing job for a period up to one (1) month before transferring.

The term “necessary qualifications” shall mean the ability, experience and skill necessary for the satisfactory performance of the work for which the employee is being considered. A successful bidder shall not bid for another job for six (6) months. The provision of the preceding sentence shall not apply when employees bid on vacancies or new positions in the employee’s same classification.

Filling of Job Vacancy – No Qualified or No Bidders. If there are no bidders or no qualified bidders, nothing contained in this Article shall prevent Employer from offering the job to any employee it deems qualified or hiring a new employee for the job.

Temporary Transfers. There shall be no restrictions on temporary lateral transfers or transfers into a lower paying classification as long as Employer maintains the employee’s current rate.

Whenever an employee is temporarily transferred into a job of a higher paying classification or higher paying non-unit position, the employee shall be paid the rate of the job after eight (8) cumulative hours on that job in any one pay period. If this temporary transfer exceeds thirty (30) calendar days, the job will be posted.

Whenever an employee is transferred to a lower paying job at his/her convenience (for example in lieu of layoff, etc.), the employee shall be paid the rate of the job at the same seniority point immediately.
Employer will make such transfers in an equitable and reasonable manner.

**Permanent Voluntary Transfer.** An employee who voluntarily, permanently transfers to another classification shall be paid at the wage in the new classification closest to the wage he/she was formerly paid at with an increase. Such employee's seniority date shall change to the date the transfer becomes effective. If within 60 days of transfer, specific goals and objectives related to the new job classification are not achieved, the employee may be returned to their original position without loss of seniority in original job classification.

**(D) SENIORITY/SERVICE CREDIT**

All benefit calculations shall be based on length of service regardless of any change in classification.

**(E) LAYOFF AND RECALL PROCEDURES**

**Notice to Union/Employee.** In the event of a layoff, the Employer shall give the Union and the employee(s) twenty-one (21) calendar days advance notice. The Employer shall also meet with the Union, if requested to do so within a reasonable time, to discuss the effects of such layoff(s).

**Layoff Procedure.** In the event of layoffs or reductions in hours, the last person hired shall be the first laid off or to have his/her hours reduced providing that the remaining employees are qualified, to immediately and satisfactorily perform the work available without additional training. Unless mutually agreed upon employees who have been notified of a layoff will be expected to work until their separation date. The Employer must provide adequate training to preserve seniority if the training can be provided and completed in a reasonable time, generally 30 days or less, and is economically feasible for the Employer. Employees who transfer into a new classification due to a layoff will maintain their current wage for the 30 day training period. In the event of recall, employees shall be recalled in the reverse order of layoff subject to the same condition. An employee on lay-off status shall retain seniority rights for a period of one year, or the employee’s length of employment, whichever is less, following the date of layoff.

**(F) SHIFT PREFERENCE**

Employees who have worked for 20 years or more have the option of not working one weekend or evening per month, if the following is in place: 1) it does not create an overtime situation 2) department coverage is in place 3) it does not require other employees to work more than 2 (two) weekends or 2 (two) evenings per month and 4) staff must be available to cover vacations, regardless of seniority.

**ARTICLE 8 – INSURANCE BENEFITS**

**(A) HEALTH INSURANCE**

Employer shall pay seventy percent (70%) of the premium for single and family coverage on behalf of employees enrolled in the employer-sponsored plan for employees working at least thirty (30) hours per week. The Employer agrees, effective September 1, 2016, to adopt the ALICO Silver Plus Health Insurance plan for the duration of the agreement, the specifics of which are outlined separate agreement.

Open Cities employees will not be charged co pays for service at open cities clinics
(B) LONG-TERM DISABILITY

At the time of employment, all full-time permanent employees will be eligible for long-term disability insurance, which will be paid by the Employer.

Long-term disability insurance will cover sixty percent (60%) of the employee’s regular monthly salary, and will start after six (6) months of continuous disability. The maximum monthly benefit will be $3,000; the minimum will be $50. The first benefit day will be the 181st day of total disability.

(C) LIFE INSURANCE

All full-time and regular part-time employees working thirty (30) hours or more per week shall receive $50,000 term life insurance, covered at one hundred percent (100%) by the Employer, in addition, employees shall have the option of purchasing additional coverage if the total amount of the additional coverage for all employees meets or exceeds $300,000.

(D) DENTAL INSURANCE

The Employer shall maintain a dental insurance policy, and shall pay the base premium for employees. If employee chooses additional coverage they will be responsible for any additional cost

(E) SHORT TERM DISABILITY INSURANCE

The Employer will adopt the short-term disability insurance policy from ALICO as part of the Health Insurance Plan and will pay 70% of the premium for employees electing the Short Term Disability plan.

ARTICLE 9— PROBATIONARY PERIODS - DISCIPLINE - DISCHARGE TERMINATION

(A) PROBATIONARY PERIOD

The first sixty (60) days of employment of any new employee shall be a probationary period, during which time the employment of such employee may be terminated with or without cause. The probationary period may be extended by mutual agreement between the Employer and the Union.

(B) DISCIPLINARY PROCEDURES

Disciplinary action shall include only the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension (not to exceed 15 working days)
4. Discharge
All disciplinary actions shall be done in a private manner. A union steward must be in attendance at all disciplinary meetings between the employee and management. The disciplinary action must be in writing with copies submitted to the union.

Warning notices issued by the Employer shall not remain in effect for the purpose of discipline twelve (12) months after issuance.

(C) DISCIPLINE/DISCHARGE

Just Cause. Employer may not discipline an employee unless it has just cause to do so. For purposes of this Agreement, “just cause” shall include, but not be limited to (1) any of the types of conduct listed below under “Termination”; (2) violation of any obligation of the employee under this Agreement; and/or (3) any conduct which may be injurious to the name and/or business of Employer.

Types of Discipline. Examples of disciplinary actions include: verbal reprimand; and/or written reprimand; and/or suspension; and/or demotion; and/or termination. These examples may be taken in any order, in some cases, one or more types of discipline will be taken before a termination. In other cases, termination will be immediate.

Termination. Types of conduct that may lead to immediate termination include, for example:

- Manufacturing, using, being under the influence of, possessing, selling or transferring alcohol, illegal drugs or unauthorized prescription drugs while working, while on Employer premises, while conducting Employer business off Employer premises, and while operating any Employer vehicle, machinery or equipment;

- Unfitness to work as a result of consuming alcohol, illegal drugs, or unauthorized prescription drugs;

- Gambling (other than social in nature) or possessing unauthorized or illegal gambling devices on Employer property;

- Possession of firearms, explosives or other weapons on Employer property at any time;

- Threatening, assaulting, abusing or inflicting bodily injury on a fellow employee, supervisor, manager or patient;

- Deliberate acts on Employer property, which result in or could result in destroying/defacing Employer property or another employee’s, supervisor’s, or manager’s property, or a resident’s property;

- Willful disregard of safety;

- Refusal to perform the work assigned or any reasonable order by supervisory personnel;
Deliberate falsification of an Employer record;

Theft of Employer property or of an employee’s, supervisor’s, manager’s or resident’s property; and

Violation of Employer’s Non-Harassment Policy.

The above list is not intended to be exhaustive, and other types of infractions also can lead to immediate termination.

Notice to Union. In the event that an employee is given a written warning, a suspension, or is involuntarily terminated, the Employer shall provide a copy of the written disciplinary action form to the Union within a reasonable time following such discipline.

ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURE

Defined. A grievance is hereby defined as any claim by the Union or an employee relating to the interpretation of or adherence to the terms and provisions of this Agreement.

Steps. The steps are as follows:

STEP 1
The grievance shall be reduced to writing, specifying the details and alleged violation of the Agreement. It shall be submitted to the Employer within twenty (20) calendar days after the date of the occurrence. If the grievance relates to pay, it shall be received by the Employer within twenty (20) calendar days of the payday in which the grievance occurred.

Within ten (10) calendar days following receipt of the grievance by the Employer, a meeting will be held between the Union, the employee and the Employer. The time for said meeting may be extended by mutual agreement.

Within ten (10) calendar days after the Step 1 meeting, the Employer shall submit a written reply to the Union.

STEP 2
If satisfactory settlement cannot be reached at the Step 1 meeting, the grievance may be submitted to the Federal Mediation Grievance process, if the Union so requests in writing within twenty (20) calendar days of the receipt of the response from the first meeting and the Employer agrees to such submission. If satisfactory settlement cannot be reached through the FMCS Grievance Mediation process, the grievance may be submitted to arbitration.

STEP 3
If the grievance is not resolved in Step 1, the Union may refer the matter to arbitration.

Any demand for arbitration shall be in writing and must be received by the Employer within twenty (20) calendar days following the Step 1 written reply to the Union.
An arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by FMCS. Each party shall strike an arbitrator in succession until one (1) arbitrator remains. The first strike shall be determined by a coin flip.

The award of the arbitrator shall be confined to the issues raised in the grievance. The award shall be final and binding upon the Union, the Employer and the employee filing the grievance.

**Arbitration Expenses.** The parties shall share equally the expenses of the arbitrator, including his/her fee, regardless of the result of the grievance. Each party shall in all cases be responsible for its own arbitration expenses.

**Effect of Time Limits.** The parties agree to follow each of the foregoing steps in the processing of a grievance; and if, in any step, Employer’s representative fails to give his/her written answer within the time limit therein set forth, the grievance shall automatically be transferred to the next step at the expiration of such time limit. Any grievance not moved by the Union to the next step within the time limits provided following Employer’s answer will be considered settled, on the basis of Employer’s last answer.

**Extension of Time Limits.** Extensions of days to present or answer a grievance may only be extended by mutual agreement.

**Investigation of Grievance.** No steward shall investigate or process a grievance during either his/her working time or the working time of a grievant or grievants, unless the grievance is of an emergency nature requiring immediate attention. If the grievance requires immediate attention, the steward may obtain permission from his/her immediate supervisor.

**Labor Management Meetings**

The parties are in agreement that cooperation and understanding between the parties will promote efficient performance which is in the interest of the employees and the Employer. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a “Labor-Management Committee”.

The parties agree to request the services of Federal Mediation and Conciliation Services to set a date and provide the training for creating a Labor Management Committee and facilitating the Labor-Management Committee meetings as mutually agreed upon.

**ARTICLE 11 – WAGES**

**Move to Wage Grid.** Wage Rates shall be as provided in Exhibits A attached hereto.

- Effective April 1, 2019 all employees and the Wage Grid will receive a 1.5% increase.
- Effective April 1, 2020 all employees and the Wage Grid will receive a 2% increase.
- Effective April 1, 2021 all employees and the Wage Grid will receive a 2.5% increase.

Any employee, employed at the time of the ratification agreement, whose hourly rate of pay is less than $15.00 an hour after the April 1, 2018 wage increase, will have their pay adjusted to $15.00 an hour, effective April 1, 2018.

**Experience Credit.** If newly hired employees possess between six months and three years of previous experience in the same or substantially similar job position, such employees may be placed immediately in the experience credit rate corresponding to the position they will hold as detailed in Exhibits A and B in
the wage scale, The Employer shall provide the Union with written notice of its “experience credit”
decisions.

For job classifications for which the employer decides to offer experience credit to new hires, moving
forward from the date of the signing of the 2011 Wage Reopener, the employer shall also offer the same
experience credit to all employees in that job classification. Current employees will receive credit for all
time spent at Open Cities, regardless of classification.

Bi-lingual Pay. Effective April 1, 2016, the Employer and the Union recognize that certain employees utilize
bi-lingual language skills as part of their work on a daily basis. Such Employees shall receive a $1.00 per
hour premium, above their hourly wage rate, for all hours worked. Employees who are eligible to receive
the bi-lingual premium payment, are memorialized in an Appendix to this agreement. For employees hired
after April 1, 0216, the Employer will have the right to designate Employees who are eligible to receive
the bi-lingual language premium.

Premium Pay for Translating. The Employer and the Union recognize that from time to time, the
requirements of staffing and operating a health care clinic, due to circumstances beyond anyone’s control,
become burdensome to employees. To this end, the Employer, in situations where necessary to maintain
the efficient operation of the facility, shall pay a premium of five dollars ($5.00) per hour over the
employee’s hourly rate of pay for time spent translating in excess of one hour per shift per employee.
Such premium shall be made on a pro-rata basis. Employees designated to receive the bi-lingual language
premium (above) will not be eligible for any additional translation pay under this section.

Pay Days- Employer Computations. Five (5) working days shall be allowed for the employer to make up
and distribute the payroll.

Effective January 1, 2017, the employer will institute bi-weekly payroll for all employees.

Error in Pay. When an error in pay occurs at no fault of the employee amounting to $50 or more in gross
pay the error shall be corrected within two (2) working days (Monday-Friday) from the time the employee
requests a correction.

ARTICLE 12 – HOLIDAYS

Number of Recognized Holidays, and Holiday Pay. Employees regularly scheduled to work thirty (30) hours
or more each week will be paid eight (8) hours pay at their respective straight-time hourly rates, for the
following holidays not worked:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Friday following Thanksgiving Day
- Christmas Eve Day, partial (close at 12 pm)
- Christmas Day
- Martin Luther King Day
- One (1) Floating Holiday
Eligibility Requirements. To be eligible for holiday pay an employee must:

(A) Have worked the scheduled hours on the workday immediately preceding and immediately following the holiday, unless the employee has failed to work the scheduled workdays with permission of Employer or is absent because of:

(B) The employee’s regularly scheduled day off falls on either the workday immediately preceding or following the holiday and he/she is not required to work that day.

(C) Notification of a layoff is given during the week the holiday occurs.

(D) Employee is on an approved leave of absence which was granted either the week before or the week during which the holiday occurs.

(E) Jury duty requiring absence from work.

(F) Illness or accident occurring during working hours on the workday immediately preceding or following the holiday preventing an employee from continuing to work.

(G) Death in the immediate family.

Holiday Work. Employees are required to work on any of the above recognized holidays when scheduled to do so. Employees that are required to work will be assigned another day off with pay in lieu of the worked holiday.

Holiday During Vacation. When a holiday falls during an employee’s vacation, the employee will receive an additional day’s pay or an additional day off with pay at Employer’s option.

ARTICLE 13 – PAID TIME OFF POLICY

Eligible employees may earn paid time off (PTO) hours to be used during times of vacation, illness, funerals or personal business. The PTO year is defined to begin on the employee’s anniversary date. PTO hours shall not be counted as hours worked for purposes of overtime.

Employees regularly scheduled to work twenty (20) or more hours per week will earn PTO hourly at the following rate:

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<th>Years of Service</th>
<th>PTO hours earned per pay period (80 hours)</th>
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<th>PTO Days Earned Per Year</th>
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<tr>
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<td>10 Years &lt; Yrs of Svc ≤ 15 Years</td>
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<td>256</td>
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<td>15 Years &lt; Yrs of Svc</td>
<td>10.77</td>
<td>280</td>
<td>35</td>
</tr>
</tbody>
</table>
NOTE: Employees working less than eighty (80) hours per pay period will earn PTO hours on a pro-rated basis.

Years of Service accruals change on the 1st, 3rd, 6th, 10th, and 15th year.

USE OF PTO HOURS

Vacation
Eligible employees who wish to use PTO for vacation shall receive pay not to exceed eight (8) hours per day at the employee's regular straight-time hourly rate.

Vacations will be scheduled by Employer up to 6 months in advance on a rolling calendar basis. Eligible employees shall make written application for use of PTO at least ten (10) business days (Monday through Friday not counting holidays), and as far in advance as 6 months, prior to the desired vacation. The Employer shall provide notice of whether or not PTO is granted to an employee within five (5) working days after a request is made.

Employer shall grant employees the use of such PTO by seniority if it will not, in the good faith judgment of Employer, disrupt the continuity of operations or the service to residents. Employer may limit the number of people from one classification that can use PTO at the same time. However, the employer will ensure that at least 25% of bargaining unit employees in a department or job classification will be able to take time off each day. In departments or job classifications with fewer than four (4) employees, at least one (1) employee will be permitted off each day.

In order to use PTO hours for illness (his/her own, or that of a family member), an eligible employee must telephone, leave a voice-mail, or visit in person his/her supervisor or on-call supervisor at least two (2) hours prior to the start of the employee's scheduled shift and explain the medical circumstances. If an eligible employee uses PTO for three (3) consecutive days, the employee must present a doctor's note/certificate regarding the illness/medical condition to his/her supervisor or on-call supervisor if requested to do so.

An eligible employee shall receive pay for use of PTO at the employee's regular straight-time hourly rate equivalent to the number of hours such employee was scheduled to work on the relevant day(s).

In the event that an employee repeatedly uses PTO hours for illness on days immediately preceding or immediately following a weekend, Employer may demand that the employee thereafter provide written verification the employee is able to return to work from the employee's physician for any subsequent uses of PTO hours for illness on days immediately preceding or immediately following a weekend. For purposes of this paragraph, "repeatedly" means that the employee has used PTO hours for illness three (3) consecutive weeks or more than three (3) times in any two (2) month period.

Bereavement Leave
Employees who experience a death in their immediate family may use two (2) employer paid bereavement days and then may also use PTO hours at a rate of eight (8) hours per day for the purpose of attending the funeral, making family adjustments and arrangements for each occurrence, or mourning if attending the funeral is prohibitive. Such leave shall not to exceed forty (40) hours per occurrence. The immediate family is defined to include: spouse, parent or step-parent, child or stepchild, significant other, sister, brother, step-siblings, uncle, aunt, grandparents, spouse's parents, spouse's grandparents, grandchildren, legal guardians, and such others as may be agreed upon between the employee and Employer.
Payment shall equal eight (8) hours per day and shall be at the employee’s regular straight-time hourly rate.

The employee’s statement that he/she attended the funeral normally will be accepted, but substantiating evidence, for example a statement from the funeral director or copy of the obituary, may be requested by Employer.

**Personal Business**
Eligible employees who wish to use PTO for personal business shall receive pay not to exceed eight (8) hours per day at the employee’s regular straight-time hourly rate. Employees must submit a written request to use such PTO, and shall provide Employer with no less than five (5) days advance notice as is possible. Employer shall maintain the discretion to grant or deny use of such PTO time. Employees using more than four (4) personal business PTO days within a thirty (30) day period without advance notice, may receive progressive disciplinary action for excessive use of personal business PTO days. Employees may not use less than one (1) hour of PTO in any given instance.

**Accumulation Limits**
No employee shall accumulate more than two hundred and eighty (280) hours of earned, unused PTO within a calendar year. Employees may carry over no more than eighty (80) hours of earned unused PTO at the end of the 2016 calendar year. At the end of calendar year 2017 employees may carry over no more than one hundred and twenty (120) hours of earned unused PTO. At the end of calendar year 2018 and all subsequent years employees may carry over no more than one hundred and sixty (160) hours of earned unused PTO.

**Payment of Earned, Unused PTO**
Upon termination (voluntary or involuntary) or layoff, an employee shall be paid for all earned, unused PTO.

**PTO Donation**
A member can donate up to half of his or her accrued Paid Time Off (PTO) into a general pool (OCHC PTO Donation Pool) for donation to another employee. To receive a donation, a member must be diagnosed with a medical event which requires the staff member to be out of work for at least 1 week. The member must have exhausted all available paid time off in order to receive a donation. In order to be eligible to receive a donation from the, a member must meet all of the requirements listed below:

- Regular staff of OCHC.
- Employed by OCHC for at least 90 consecutive days.
- Need for donation must be due to a medical event which requires the staff member to be out of work for at least 1 week.
- Recipients are only eligible to use donated hours after the end of their 1 week absence and after their own paid time off has been exhausted.

**Donations**
To donate to the OCHC PTO Donation Pool, a donor must complete a Paid Time Off Donation Form. The Donor Form is submitted to HR, who will add the time to the OCHC PTO Donation Pool. Any eligible staff member may donate their accrued PTO in 1-hour increments. Donations cannot exceed 50% of the donating member’s Paid Time Off balance. Donations may not be rescinded in part or whole. Donations
will be kept confidential unless the donor has signed a release of confidentiality and requests that their donation is identified.

Recipients
To request a donation from the OCHC PTO Donation Pool, a member must complete a Recipient Application. The Recipient Form is submitted to HR for documentation and processing. To receive Paid Time Off donations from the OCHC PTO Donation Pool a member must meet all eligibility requirements.

The recipient Paid Time Off hours have been exhausted.
The donation is paid per normal payroll schedule.
Need for donation must be due to a medical event which requires the staff member to be out of work for at least one week.
Certification of a qualifying medical condition is required from an eligible health care provider.
The donated hours are paid at the recipient’s regular rate of pay.

ARTICLE 14 – LEAVES OF ABSENCE

Employees shall be eligible for an unpaid leave of absence for compelling personal reasons. Leave time shall not be considered time worked.

Personal. Employees shall make written application for a personal leave of absence to the Executive Director and shall make application at least thirty (30) calendar days prior to the desired starting date of the leave. Leaves of absence shall be requested in blocks of time not to exceed thirty days, unless the need for a longer duration is a certainty known at the time the request is made. In all other cases, any application for an extension of such leave beyond the period of the original leave granted shall be made in writing at least five (5) business days prior to the expiration of the original leave, supported by appropriate reasons. Employer, in its sole discretion, may grant a leave of absence without pay or an extension thereof under this subsection for any reason deemed acceptable to Employer. The maximum cumulative leave under this paragraph shall be three (3) months.

Leave Other than Personal. Leaves of absence shall also be granted to employees in accordance with federal and state law, including, but not limited to, the Family and Medical Leave Act, the Americans with Disabilities Act, the, Minnesota Human Rights Act, the Pregnancy Discrimination Act of 1978, the Minnesota Parenting Leave Act, and the Minnesota Sick or Injured Child Care Leave Act.

Other Employment. Any employee who is granted a leave of absence under this Article and while on such leave accepts employment with another employer or goes into business for himself/herself shall be considered a voluntary quit.

ARTICLE 15 – WORKING CONDITIONS

(A) LOUNGE FACILITIES

The Employer shall provide an employee lounge for use during break time and meal periods.
(B) UNIFORM REQUIREMENTS AND COST ALLOWANCE

Uniform allowance, up to one hundred and fifty dollars ($150.00) per year can be reimbursed to employees required to wear a uniform or lab coat, upon submission of receipts. Employees provided with OSHA mandated personal protective equipment (dental assistants, lab technician) are not eligible for this allowance. Uniforms, including sweaters or jackets bearing the Employer’s name or logo, are to be maintained by the employee in a clean and neat condition.

(C) HEALTH AND SAFETY

The Employer shall make its best effort to ensure that the facility and operating procedures are followed to ensure the health and safety of employees and clients. The Employer shall comply with specific rules and regulations regarding safety, as established by governmental entities.

All employees are required to comply with health and safety regulations required by these governmental entities. The Employer shall provide employees with information and guidelines for compliance.

(D) MILEAGE REIMBURSEMENT

Employees who drive their own vehicles while conducting home visits, case management or outreach work shall be reimbursed for mileage at the applicable IRS rate.

(E) LABOR-MANAGEMENT COMMITTEE

The parties are in agreement that cooperation and understanding between the parties will promote efficient performance which is in the interest of the employees and the Employer. To this end, it is recognized that matters other than formal grievances may be appropriate to discuss in a “Labor-Management Meeting”.

ARTICLE 16 — JURY DUTY

Employees called to Jury Duty shall be reimbursed the difference between the amount paid for such jury service, up to a maximum of fourteen (14) days of actual jury service in any twelve-month period, and the employee’s straight-time hourly rate for the regularly scheduled hours of work during the time of such service. Employees called to Jury Duty shall notify their supervisor within twenty-four (24) hours of receipt of notice or the next business day, whichever is later.

ARTICLE 17 — EDUCATIONAL REIMBURSEMENT AND PROFESSIONAL INSURANCE

(A) Employees shall receive up to the equivalent of five (5) days net pay in a calendar year for job related continuing education, for use as paid time off from work, registration fees, course tuition or to cover the cost for yearly registration or certification. Requests for use of continuing education time or fees must be approved in advance.

(B) The Employer shall provide professional liability insurance for the employees who require it.
ARTICLE 18 – 403 B PLAN

The Employer shall maintain a 403B plan (the “Plan”) for the employees to elect their participation. For the contributions made by the employee, there is 100% immediate vesting. Employees shall be eligible to participate in the Plan on the first day of the month following the employee’s thirty (30) day anniversary (measured from the employee’s start date). When and if it is determined to be feasible, the 100% vesting will change as follows: An employee shall be fully vested in (A) all contributions made by the employee to the Plan, and (B) all Employers’ contributions to the Plan made prior to the start date of this Agreement. With respect to Employer’s contributions to the plan made during the term of this Agreement, employees shall be vested, that is to say, ownership will follow the percent vested as follows:

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<td>Four or more Years</td>
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The Employer has the unilateral ability to raise (but not lower) the amount of such match during the term of this Agreement, and otherwise change the plan.

An employee wishing to close out his or her Plan must provide no less than fifteen (15) days written notice to the Employer. If an employee fails to provide timely notice to Employer, the employee shall forfeit an amount equal to twenty-five percent (25%) of the Employer’s total contributions, whether made prior to the start date of this Agreement or during the term of this Agreement.

ARTICLE 19 – OFFICIAL CLOSING

The Employer is authorized to close the clinic and business office in cases of severe weather or other life threatening emergencies. In cases of an official closing, the employee is notified by his/her supervisor as early in the morning as possible. All employees will be paid for the time which the agency is officially closed due to these conditions.

ARTICLE 20 – NON-UNIT EMPLOYEES/UNIT WORK

Individuals outside of the bargaining unit, such as managerial, professional or supervisory employees, may perform bargaining unit work if unit members are unwilling or unable to perform the same, or if emergency circumstances exist requiring the same.

ARTICLE 21 – COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES; PARTIAL INVALIDITY

Nothing contained in this Agreement shall be in noncompliance of applicable Federal, State or local laws, rules, and ordinances governing fair labor standards, occupational health and safety, affirmative action/equal employment opportunity or related labor, safety and civil rights laws. In the event that any provision of this Agreement shall be declared invalid by any court of competent jurisdiction, the decision
shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in force and effect.

ARTICLE 22 – ENTIRE AGREEMENT

This Agreement contains the entire understanding, undertaking and agreement of the Employer and the Union and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Employer and the Union.

ARTICLE 23 – TERMS

This Agreement shall be effective on the 1st day of April 2018 and shall remain in force and effect through March 31, 2021 and shall be renewed from year to year thereafter, subject to reopening by either party upon ninety (90) days written notice to the other party prior to expiration.

OPEN CITES HEALTH CENTER, INC

By

Its

Date

SEIU HEALTHCARE MINNESOTA

By

Its

Date
Letter of Understanding
Between
Open Cities Health Center
And
SEIU Healthcare Minnesota

The parties are in agreement that there shall be X-Ray responsibilities added to the current Certified Medical Assistant (CMA) job description. CMA’s trained to perform X-rays shall be compensated an additional twenty-five cents ($.25) per hour for all compensated hours. When X-ray responsibilities become a significant duty or the volume increases significantly, the amount of the additional compensation shall be reviewed by the Labor Management Committee.

[Signatures]

Danuelle Jaf
Open Cities Health Center

Roger Moore
SEIU Healthcare Minnesota

7-26-18
Date

7/26/18
Date
Exhibit A- New Hires Only

<table>
<thead>
<tr>
<th>Grade</th>
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Effective April 1, 2020

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OCHC Titles and Grades

**Grade A**
- Receptionist
- Switchboard Operator
- Medical Records Clerk
- Van Driver

**Grade B**
- Referral Clerk

**Grade C**
- Coding Specialist
- Community Health Worker
- Registered Dental Assistant

**Grade D**
- Billing Specialist
- Registered and Certified Dental Assistant

**Grade E**
- Certified Medical Lab Technician

**Grade F**
- Certified Medical Assistant
- Optometry Technician
Letter of Understanding  
Between  
Open Cities Health Care  
And  
SEIU Healthcare Minnesota  

Effective April 1, 2016 Open Cities Health Clinic does not plan to utilize Lead workers within the bargaining unit. However, the parties agree to maintain the existing Lead Position, currently filled by LaTonya Patterson for the duration of her employment. She will continue to maintain her lead position and the $1.50 per hour premium pay associated with the Lead position for the duration of this agreement.

[Signatures]

Open Cities Health Center  
Date: 7-26-2018  

SEIU Healthcare Minnesota  
Date: 7-26-18
Letter of Understanding
Between
Open Cities Health Care
And
SEIU Healthcare Minnesota

Effective April 1, 2016 the parties agree that the following employees are eligible to receive bi-lingual premium pay. The parties also agree that qualified employees will be added throughout the life of the contract.

Angie Nou Vang
Elsabeth Sereke
Diem Nguyen
George Ballato
Sara Yang
Gaose Vang
Tigist Gizaw
Abdinasir Aden
Teresa Cardenas

[Signatures]

Open Cities Health Center

Date
7-26-18

SEIU Healthcare Minnesota

Date
7/26/18
Letter of Understanding
Between
Open Cities Health Care
And
SEIU Healthcare Minnesota

Effective April 1, 2016, the parties agree that the Employer shall have the right to add “Post Co-Pays to the System Daily” to the job description and duties of the Front Desk/Receptionist job classification. In the event the Employer does add these duties to the job description and duties of the job classification, such employees will receive an hourly wage increase of $.50 an hour.

[Signatures and dates]

Date

7-26-18

Date

7/26/18