Collective Bargaining Agreement

BETWEEN

STILLWATER MEDICAL GROUP

AND

SEIU HEALTHCARE MINNESOTA

Effective June 1, 2019

Through

May 31, 2022
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ARTICLE 1. PREAMBLE

This Agreement is made and entered into by and between Stillwater Medical Group (hereinafter referred to as the “Employer”) and SEIU Healthcare Minnesota, (hereinafter referred to as the “Union”).

ARTICLE 2. RECOGNITION

Definition. All full-time, regular part-time and casual employees employed as LPNs, CMAs, RMAs and Audiology Assistants in the Nursing department at the Employer’s medical clinic facility located at 1500 Curve Crest Boulevard, Stillwater, MN, its medical clinic facility located at 921 South Greeley Street, Stillwater, MN, its medical clinic facility located at 700 Rivard Street, Somerset, WI, and/or its medical clinic facility located at 700 Wildwood Road, Mahtomedi, MN; and all future Stillwater Medical Group sites where the majority of clinic staff at the new site are bargaining unit employees transferring from any of the above-identified sites without regard to the number of non-bargaining unit, non-clinic positions at the new location; excluding all RNs in the Nursing department, all other professional employees (including but not limited to Physicians Assistants, Nurse Practitioners, and Midwives), office clerical employees (including but not limited to CSRs, Medical Operations Support, Nursing Scheduling Coordinators, and Clinical Project Assistants), service & maintenance employees, managerial employees, confidential employees, guards and supervisors as defined in the Act, and all other employees.

ARTICLE 3. UNION SECURITY

3.01 Membership. Except as provided herein, all employees covered by this Agreement who are now or may hereafter become members of the Union, shall during the life of this Agreement or any renewal thereof, remain members of the Union as a condition of employment. All present employees who are not members of the Union shall become and remain members not later than the thirtieth (30th) calendar day following the commencement of this Agreement. All new employees shall become and remain members of the Union during the life of this Agreement or any renewal thereof. “Membership” for the purpose of this Agreement is defined to mean the payment of regular dues. Employees who do not become Union members as provided above shall pay a service fee which shall be based on that proportion of dues that relate to Union representational activities. Any employee who is delinquent in making the payments required
herein for more than ten (10) calendar days shall be terminated by the Employer within fourteen (14) calendar days of the Employer’s receipt of written notice from the Union.

3.02 Dues Deduction. The Employer agrees to deduct Union dues, or comparable service fees for employees electing not to become Union members, from the wages of employees on a per pay period basis. The Employer will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law. Withheld amounts will be forwarded to the Union each pay period following the actual withholding. Any employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer will honor employee check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee’s membership in the Union. Each pay period, the Employer will electronically send the Union a list with the following information for bargaining unit employees and positions:

- New Hires: Name, hire date, address, phone number, personal and work e-mail addresses (if applicable), classification, rate of pay, a unique employee number and the number of hours paid per pay period.

- Current Employees: Name, hire date, address, phone number, personal and work e-mail addresses (if applicable) classification, rate of pay, a unique employee number and number of hours paid per pay period.

- Non-contract: Name, unique employee number, date of job transfer, position the employee is transferring from and into, new hire information if the employee is transferring into the bargaining unit.

- Terminated employees: Name, termination date, classification and unique employee number.

- Employees on Leave of Absence: Name, date leave begins, date of return, and unique employee number.

- Changes: Name changes, address changes, phone number changes, change in hours per pay period, change in classification, and any other changes affecting Union membership or dues, and social security number.
• Hourly Reports: Per pay period lists of all employees in the bargaining unit with actual hours paid per pay period, along with name, unique employee number and period the hours cover.
• Seniority List: One list of all employees in the bargaining unit by seniority with compensated hours and one list alphabetically to be sent two times per year - January and July.

The Employer shall work with the Union to process dues and reporting of hours via media. The Union will provide the Employer with the percentage dues amount to be deducted on a per pay period basis, which will include minimums and maximum amounts of dues to be taken. The Union agrees to provide the Employer at least a sixty (60) day notice of any future changes to the dues system so the parties may discuss any implications to these changes.

3.03 COPE. The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota, COPE contributions on a monthly basis from the wages of those employees who voluntarily authorize such contributions 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 for whom such deductions have been made and the amount deducted for each employee. Any employee who has authorized deductions for COPE may revoke that authorization at any time.

ARTICLE 4. UNION REPRESENTATION

4.01 Union Representation. The Employer recognizes the right of the Union to designate Union Leaders to handle official union business. The Union will advise the Employer as to which employees have been designated as Union Leaders. Union Leaders shall be required to conduct official Union business outside of working hours, unless mutually agreed to by the Union and the Employer. Union Leaders shall not allow the performance of union-related duties to interfere with the performance of their work for the Employer and shall not interfere with employees who are on duty. Union Leaders will not be discriminated against for performing union-related duties. No more than two designated Union Leaders shall attend grievance meetings without the Employer's consent.

4.02 Bulletin Boards. The Employer will provide one bulletin board in the break room (at Curve Crest, one in the Specialty Care break room and one in the Primary Care break room) at each location employing bargaining unit members for use by the Union for notices of meetings, union events or similar communications. It is agreed that notices shall be non-inflamatory.

4.03 Internal Organizer. The Internal Organizer of the Union shall be allowed to visit the premises of the Employer provided that the Internal Organizer gives at least twenty-four (24) hours' advance notice and designates the area(s) the Organizer desires to visit. The Internal Organizer may not visit any employee (a) during the employee's work time, (b) in any patient care
areas, (c) in any area of the clinic that is designated as Staff Only, including employee break rooms, or (d) that requires employee access rights.

4.04 **Benefits For Bargaining Team.** On any days spent in negotiations that were the employee’s regularly scheduled days to work, negotiating committee members shall receive the same credits per day toward PTO accrual and seniority as they would have if they had worked the day. Credit is only for days of actual negotiations and not for planning or committee meetings.

4.05 **Union Orientation.**

1. The parties agree to a system that will allow a Union representative who is an employee of the Employer to speak at to new employees occupying a position in the bargaining unit covered by this Agreement at the end of the new employee welcome day as a part of welcome day schedule.
2. Up to 15 minutes will be allotted for this meeting and the employer will find coverage for the employee designated by the union to conduct this discussion.
3. The employer will advise the union leader the week before new employee orientation whether an actual orientation will occur involving employees covered by the contract and provide the names, contact and job information.

ARTICLE 5. SCHEDULES AND OVERTIME

5.01 **Overtime.** The basic work period shall be forty (40) hours of work during a week. An employee required to work in excess of forty (40) hours during said week shall be paid at one and one-half (1.5) times the employee’s regular rate of pay for all excess time worked. All overtime must be approved by the employee’s supervisor. The Employer will not cancel previously scheduled hours for the purpose of avoiding payment of overtime unless expressly agreed to by the employee.

5.02 **Schedules.** Work schedules shall normally be established and communicated to the staff at least thirty (30) calendar days in advance of the employee’s schedule work. Schedule changes will be discussed between the Employer and the employee. In establishing permanent new or permanent changed schedules, the employer will give preference to employees in accordance with seniority.

5.03 **Breaks**

a. **Meal Break.** Each employee scheduled to work a shift of six (6) continuous hours or more shall receive an unpaid thirty (30) minute meal break. Any employee unable to take lunch due to work requirements will be paid for unused breaks. By agreement between the Employer and Employee, the meal period may be waived. Employees may be assigned to pick up another employee’s duties to help facilitate the scheduling of breaks. Employees will punch out for the meal break and punch back in upon their return.
b. **Rest Breaks.** Employees will be allowed a fifteen (15) minute break for each full four (4) hours worked. Employees may be assigned to pick up another employee’s duties to help facilitate the scheduling of breaks. Rest breaks are not cumulative, nor can they be added to extend the meal break or to punch out before the end of the employee’s scheduled shift without mutual agreement between the employee and employer.

c. Normally, employees are responsible to manage their break times around patient care and service needs. If they are unable to take a break due to work requirements, they may contact a supervisor to assist in finding coverage.

d. **Relief Work.** An employee providing coverage for a break shall not be required to perform a job function that is unique to a department in which the employee is not regularly scheduled to work.

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

5.05 **Job Share.** By agreement between the Employer and employee, job sharing arrangements may be developed.

5.06 **Employees Paired With a Provider – Requests For Time Off.** Employees who are paired with a specific provider shall be expected to report to work as usual whether or not their provider is scheduled to work. If an employee is not needed to work his or her scheduled hours, the Employer will notify that employee, at least seven (7) calendar days in advance, that it is not necessary to report for the scheduled shift and will credit, for benefit accrual purposes, that employee with the average hours the employee normally works. When the employee’s provider is not scheduled to work, that employee may request to be off work without pay or benefits for up to six (6) days per contract year. Such time off must be approved by the Employer. Requests for unpaid time off will be considered on a seniority basis. This time off will not count for any benefit credit purposes. Employees requesting this time off must follow the provision of (Requests for Time Off Section)

5.07 **Requests for Time Off.** All requests for time off, including requests to use paid time off as well as unpaid time off requested pursuant to (Employees Paired With a Provider) above, must be approved in advance and in writing by the Employer.

**ARTICLE 6. SENIORITY**

6.01 **Definition.** Seniority will be determined by the employees’ most recent date of hire into a bargaining unit position regardless of any changes in classification within the bargaining unit. In the case of a transfer within or between the facilities to a bargaining unit position, the most
recent date on which an employee transferred into a bargaining unit position (non-union to union) will be used. In the event of identical hire dates, the last four digits of the employees’ social security numbers will be referred to and higher seniority will be based on the higher four digit numbers. When an employee transfers from one classification to another, the employee shall bring his/her seniority to the new classification.

6.02 Seniority Lists. The Employer shall prepare seniority lists, including each employee’s classification, for all employees covered by this Agreement and forward to the union and post on the designated Union bulletin board(s) every three (3) months. The Employer will also post the seniority lists on its employee intranet site. Employees are responsible for reviewing the list and submitting in writing to the Employer any alleged discrepancy within ten (10) days of the date the list is posted. Any appropriate corrections will be reflected on the next list.

6.03 Loss of Seniority. An employee shall lose seniority for the following reasons:

1. Voluntary termination of employment or retirement unless the employee returns to work within one hundred eighty (180) calendar days of the employee’s termination date.
2. Involuntary termination of employment, unless the employee is subsequently reinstated;
3. Laid off or absent from work for any reason for more than twelve (12) months;
4. Failure to return from layoff within thirty (30) days of receipt of notice of recall;

ARTICLE 7. LAYOFF AND LOW NEED

7.01 Low Need Days. When the need to reduce staffing occurs, the Employer will first seek volunteers starting with the most senior employee within the affected department and site by classification. The Employer has no obligation to seek volunteers outside the affected department or site. If there are no volunteers, the low need will be assigned in reverse order of seniority within the affected department and site, by classification. Any such low need will be rotated to the extent possible within the department and site by classification so that if, during the course of the calendar month, the least senior employee has already received a low need day, the next more senior employee will be the one given the low need in the absence of volunteers. Employees continue to accrue benefits on mandatory low need days. Employees on low need may, but are not required to, use available Paid Time Off (PTO) to maintain their FTE.

7.02 Reduction of Hours and Layoff. From time to time an employee may lose her/his position by virtue of a provider leaving the Employer or the employee’s position being eliminated. For purposes of this contract, either event described above shall be referred to as a “layoff.” The Employer will provide an affected employee with not less than 14 calendar days’ notice of any layoff or pay in lieu thereof.
In reducing the number of employees, or in making a permanent reduction in hours, the Employer shall determine the number of positions and/or hours to be reduced. Reductions shall be made based on the needs of the organization as determined by the Employer. In the event of a layoff or permanent reduction of hours, the Employer will first ask for volunteers. If the number of volunteers is not sufficient, the Employer may implement a layoff or permanent reduction in the reverse order of seniority by classification.

Employees on layoff status shall retain recall rights for a period equal to their accrued seniority up to a maximum of twelve (12) months from the date of the layoff. Employees shall be recalled from layoff in the reverse order of layoff based on the needs of the organization. Employees recalled from layoff will be given twenty-one (21) calendar days’ notice of the recall via U.S. Mail and Certified Mail, return receipt. In the event that a recalled employee fails to make himself/herself available for work at the end of the 21-day period, the employee shall lose all seniority rights under this Agreement.

**7.03 Movement of Clinic/Location Department or Work Unit.** When an entire clinic/location, department, or work unit moves to a new location, the employees shall be required to transfer to the new location or they may exercise their seniority to bid on vacancies.

**7.03 Movement of Subset of a Work Unit.** If a subset of a work unit moves, the opportunity to move shall be offered by seniority within the work unit. If there are not enough volunteers, the least senior employee(s) in that classification and work unit shall be assigned to the new clinic/location or the employee may exercise his/her seniority to bid on vacancies.

**7.04 Union Notification.** The Employer shall notify the Union thirty (30) calendar days in advance of moving of a clinic, department, work unit, or a subset of a work unit from one clinic/location to another.

**ARTICLE 8. JOB POSTING**

**8.01 Vacancies:** Whenever a vacancy occurs which the Employer determines to fill, the Employer shall post a notice of the opening electronically on the Employer’s designated intranet site for a period of seven (7) calendar days. An employee may apply for a vacancy consistent with the Employer’s then-current policy. The Employer shall not accept a bid of an employee who has received a written warning or suspension in the previous six (6) months. In addition, employees are not eligible to transfer to a new position until they have worked in their current position for a minimum of six (6) months without the express consent of the manager of the employee’s current position and that of the position the employee seeks to bid into. During this process, the Employer may also consider applications from individuals not employed by the Employer. The position shall be awarded to the most senior applicant from the bargaining unit who possesses the necessary qualifications for the position. If no bargaining unit employee applies during the seven (7) day posting period, the Employer may hire the candidate of its choice. All employees
who posted for a vacant position will be advised of their selection status after the selection has
been made.

**8.02 Job Transfers:** Once an employee has been offered and accepted a new position, the
employer will implement the transfer to the new position job within twenty-one (21) days.

**ARTICLE 9. PROBATIONARY PERIOD**

The first ninety (90) calendar days of employment will be considered a probationary period
during which time the employee may be terminated with or without cause and the employee will
not have recourse to the Grievance and Arbitration provisions of this agreement. The
probationary period may be extended for an additional thirty (30) calendar days at the discretion
of the Employer. The Employer shall advise the Union in writing of the name or names of
employees for whom the extension applies.

**ARTICLE 10. GRIEVANCE AND ARBITRATION**

**10.01 Grievance Procedure.** 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.

The steps in the grievance procedure are as follows:

**Step One.** The employee shall informally discuss the grievance with the employee’s
immediate supervisor. The employee may choose to have a Union representative present at
this meeting. Union representatives shall also have the right to directly discuss the grievance
with the Employer in an attempt to resolve it.

**Step Two.** If the grievance is not resolved under Step One, it shall be reduced to writing and
presented to the Employer’s Human Resources Department within fifteen (15) calendar days
from the date of occurrence. A grievance relating to pay shall be timely if received by the
Employer within fifteen (15) calendar days after the pay day for the period during which the
grievance occurred.

Within fifteen (15) calendar days following receipt of the grievance by the Employer,
representatives of the Employer and Union shall meet in an attempt to resolve the grievance.
The Employer will respond to the grievance, in writing, within fifteen (15) calendar days of
such meeting.

**Step Three.** If the grievance is not resolved in Step Two, the Union may refer the matter to
arbitration. A demand for arbitration shall be in writing and must be received by the Employer
within fifteen (15) calendar days of the receipt of the Employer’s response to the Step Two grievance meeting.

The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement on a neutral arbitrator is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The parties shall alternately eliminate names from the list with the party proceeding first to be determined by coin toss. The last remaining name on the list shall be the neutral arbitrator.

10.02 Authority of Arbitrator. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement and the arbitrator shall have no authority to add to, subtract from, or modify in any way the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Union, the Employer and the individual employee filing the grievance.

10.03 Arbitration Expenses. The fees and expenses of the neutral arbitrator shall be borne equally by the Employer and the Union.

10.04 Time Limitations. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently waived, and the grievance shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement.

10.05 Expedited Grievances. A grievance which concerns the discharge or suspension of an employee shall be presented initially at Step Two of the grievance process within fifteen (15) calendar days from the occurrence of the discharge or suspension.

ARTICLE 11. DISCIPLINE AND DISCHARGE

11.01 Just Cause. Employees may be disciplined or discharged for just cause. It is expressly understood and agreed that just cause shall include, but not be limited to, failure to perform the requirements of the job, violation of established Employer policies, possession, use or being under the influence of illegal drugs or alcohol while on Employer property, dishonesty, insubordination, or excessive absenteeism/tardiness.

11.02 Progressive Discipline. While the Employer will generally follow progressive discipline, where appropriate, steps in any progressive discipline process may be skipped and more severe
discipline up to and including discharge may be imposed depending on the seriousness of the offense.

11.03 Investigatory Suspension. The Employer may place an employee who is the subject of an investigation on an investigatory suspension of no longer than five (5) days without pay, provided that pay will be restored later if the investigation does not result in disciplinary action. It is understood that such investigatory suspension does not constitute disciplinary action unless later converted to such by the Employer.

11.04 Voluntary Quit. An employee who is absent for two (2) consecutive working days without notifying his/her supervisor shall be considered to have voluntarily quit (unless the notice was not provided due to documented emergency circumstances).

11.05 Notice of Resignation. Employees are required to give the Employer a minimum of fourteen (14) calendar days’ advance notice of termination from employment. Employees are expected to work during their regular scheduled hours during the entire length of the notice period. Accordingly, personal time may not be used during the notice period except where an employee is ill and provides a doctor’s statement or in situations where the Employer and the employee otherwise may mutually agree to other arrangements. Upon completion of the above requirements, the employee shall be paid for any unused personal time (PTO).

ARTICLE 12. WAGES

12.01 Wages. Wages will be paid according to the wage scale in Appendix A based on experience level with Stillwater Medical Group. If employees are already being paid above the wage scale their wages will not be lowered.

Wage Scale (See Exhibit A)

12.02 Wage Increase. Wages shall be increased:
   a. June 1, 2019: Employees will receive a 3% increase in 2019 (in the form of an increase to hourly rate, a bonus due to being top of rage, or a combination of increase in rate plus bonus to total 3%) Employees who have already received such an adjustment as of the date of ratification shall not receive any additional increase in 2019. Employees who have not received the 3% as June 1, 2019 shall be paid retroactively to June 1, 2019 no later than in the second full pay period following ratification.
   b. January 1, 2020: Effective January 1, 2020, employees will move to the 2020 wage scale at the appropriate step based on their total years of experience on record. If an employee’s placement on the steps results in an increase of less than 2%, the employee will receive the difference based on their step rate times their FTE. Employees move up in steps every 2080 compensated hours calculated from January 1, 2020.
c. **January 1, 2021**: 2.75% ATB to the wage scales  
d. **January 1, 2022**: 2.75% ATB to the wage scales  
e. **Above Scale Employees**: Above scale employees will receive a bonus calculated by the ATB % multiplied by the employee’s FTE. Such employees will be placed on the wage steps at such point when their then current hourly rate (or higher) is reflected on the steps.  
f. **Experience Credit**: It is recognized that at times the Employer may desire to apply experience credit to a new employee. Experience credit up to nine (9) years of service in the same job classification may be added to a new employee. The employer will document and communicate to the union when experience credit is applied by sending the name, number of years of experience credited, and where the experience was gained. No current employee shall be paid less than other employees based on cumulative experience.

### 12.03 Differentials and Bonuses:

**a. Weekend Differential.** Employees shall receive one and one-half (1.5) times her/his regular hourly base rate of pay for worked on a Saturday or Sunday.  
**b. Evening Differential.** Employees shall receive a differential of **$2.00** an hour for all time worked after 5:30 pm.  
**c. LPN Differential:** Licensed LPNs will be paid an additional **$1.00** for all hours worked.  
**d. Mentor Pay.** Employees shall receive Mentor Pay in the amount of **$325** for performing Mentor duties consistent with the Employer’s Mentor Guidelines as may be amended from time to time at the sole discretion of the employer. This mentor rate will increase to **$350** effective January 1, 2021.  
**e. Longevity Pay.** Employees shall receive the following longevity payment:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-20</td>
<td><strong>$375</strong></td>
</tr>
<tr>
<td>21-25</td>
<td><strong>$650</strong></td>
</tr>
<tr>
<td>26-30</td>
<td><strong>$750</strong></td>
</tr>
<tr>
<td>31 + years of service</td>
<td><strong>$800</strong></td>
</tr>
</tbody>
</table>

**a.** Only one longevity bonus is payable each contract year. These longevity bonuses will be paid out after the employees has reached his or her anniversary date for the designated bonus to be paid.

### ARTICLE 13: HEALTH AND WELFARE

**13.01 Health Insurance**  
The Employer will provide employees the benefits under its existing health plans, as they may be amended by the employer. Effective January 1, 2020, the Employer shall pay the following portion of the total cost of the premiums for the respective plans:
Employees working .75-1.0 FTE.

<table>
<thead>
<tr>
<th>Effective</th>
<th>Base</th>
<th>HSA</th>
<th>1/1/20</th>
<th>Base</th>
<th>HSA</th>
<th>1/1/2021</th>
</tr>
</thead>
<tbody>
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<td>Single</td>
<td>84%</td>
<td>89%</td>
<td>85%</td>
<td>89%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single +1</td>
<td>79%</td>
<td>84%</td>
<td>80%</td>
<td>84%</td>
<td></td>
<td></td>
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<tr>
<td>Family:</td>
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<td>84%</td>
<td>75%</td>
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Employees working .5-.74 FTE

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<th>HSA</th>
<th>1/1/20</th>
<th>Base</th>
<th>HSA</th>
<th>1/1/2021</th>
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<tbody>
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<td>Single</td>
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<td>86%</td>
<td>71%</td>
<td>86%</td>
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<tr>
<td>Single +1</td>
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<td>83%</td>
<td>61%</td>
<td>83%</td>
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<td></td>
</tr>
<tr>
<td>Family:</td>
<td>50%</td>
<td>80%</td>
<td>52%</td>
<td>83%</td>
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<td></td>
</tr>
</tbody>
</table>

The balance of the cost for employees electing coverage shall be paid by the employee.

13.02 Dental Insurance, Life Insurance, Short Term Disability and Long Term Disability

The Employer agrees to continue to provide the same Dental Insurance, Life Insurance, Short-Term Disability benefit and Long Term Disability Insurance at the same Employer contribution rate, if any, that it offers to non-union employees and as those plans may be modified from time to time. If the employer determines to change the plans, they shall provide the union thirty (30) days’ notice of such change.

13.03 Flex Spending Account. Employees will be eligible to participate in the Employer’s Flex Spending Account program.
ARTICLE 14  PAID TIME OFF (PTO)

14.01 PTO Benefit. Paid Time Off (PTO) shall be accrued by eligible regular full-time and regular part-time (defined as employees who are regularly scheduled to work 16 hours per week) employees (.4 FTE and above). PTO is earned based on compensated hours earned per week and based on the length of continuous service, as more fully described below. PTO accrual rates are as set forth below):

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>PTO Accrual per compensated hour</th>
<th>Maximum Annual PTO Accrual Hours</th>
<th>Minimum Annual PTO Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>.046154</td>
<td>96</td>
<td>38</td>
</tr>
<tr>
<td>1 year</td>
<td>.065385</td>
<td>136</td>
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<td>.069231</td>
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</tr>
<tr>
<td>3 years</td>
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<td>152</td>
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</tr>
<tr>
<td>4 years</td>
<td>.076923</td>
<td>160</td>
<td>64</td>
</tr>
<tr>
<td>5 years</td>
<td>.080769</td>
<td>168</td>
<td>67</td>
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<tr>
<td>6 years</td>
<td>.084615</td>
<td>176</td>
<td>70</td>
</tr>
<tr>
<td>10 years</td>
<td>.096154</td>
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<td>80</td>
</tr>
<tr>
<td>15 years</td>
<td>.103846</td>
<td>240</td>
<td>86</td>
</tr>
</tbody>
</table>

14.02 PTO Availability: PTO hours are available to use as they are earned. An employee may request as much PTO as they have accrued or will have accrued prior to the requested time off period. Balances are available to employees through the Employee Self Service and within the time and attendance program.

14.03 Carryover: Employees can carryover PTO into the next calendar year, up to a maximum of three (3) weeks (120 hours) prorated by the employee’s FTE.

14.04 Granting Scheduled PTO.
1. The employer will maintain a PTO availability calendar for each division or department (specialty, primary).
2. PTO requests will be made no sooner than six (6) months in advance. Employees will request PTO by seniority during rotating weeks of the month:
   a. Week 1: Employees with greater than 15 years of service
   b. Week 2: employees with 10-15 years of service
   c. Week 3: Employees with 5-9 years of service
   d. Week 4: employees with less than 5 years of service
3. Granting PTO:
a. At the end of each week, employees will be granted PTO in seniority order within the seniority group of the week.

b. Requests for PTO outside of this period will be granted as available on a first come first served basis. unless two (2) or more requests come in on the same day, then seniority shall be recognized.

c. Approval or denial of the PTO request will be provided in writing as soon as practicable but no later than two weeks of the request submission.

14.05 PTO on Days adjacent to Holidays:
Employees will be granted PTO on the day before or after a recognized holiday in seniority order with the following exception:

1. If the most senior employee has worked the day before or after the holiday in the previous year, the request will go to the next senior person who did not work those days the prior year.

2. At the end of the month, if the holiday is still open, the most senior person who requested the day will be granted PTO.

14.06 PTO Donation. An employee may voluntarily donate a portion of his/her accrued PTO to another eligible SMG employee who is experiencing a hardship, such as a personal or family health situation and where the employee little or no PTO remaining. Any such PTO donation would be managed through Human Resources and would be permitted consistent with applicable IRS Rules and Regulations.

14.07 PTO Payout Upon termination of employment, employees will receive pay for PTO days accrued, unused PTO provided proper two (2) weeks written notice is given to the employer. The PTO balance will be forfeited if proper notice is not given.

ARTICLE 15. HOLIDAYS

15.01 Recognized Holidays. The following days are declared to be holidays:

New Year’s Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve (Half Day)
Christmas Day
Personal Holidays (see Section 15.03)

15.02 Holiday Pay. Holiday pay is available to employees regularly scheduled to work sixteen (16) hours or more per pay period (.4 FTE and above).
Holiday pay is prorated based on FTE and is paid to employees as below:

<table>
<thead>
<tr>
<th>FTE Range</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.91-1.0 FTE (36.4-40 hours/week)</td>
<td>8 hours</td>
</tr>
<tr>
<td>0.81-0.9 FTE (32.4-36.3 hours/week)</td>
<td>7.25 hours</td>
</tr>
<tr>
<td>0.71-0.8 FTE (28.4-32.3 hours/week)</td>
<td>6.5 hours</td>
</tr>
<tr>
<td>0.61-0.7 FTE (24.4-28.3 hours/week)</td>
<td>5.75 hours</td>
</tr>
<tr>
<td>0.51-0.6 FTE (20.4-24.3 hours/week)</td>
<td>5 hours</td>
</tr>
<tr>
<td>0.40-.5 FTE (16.0-20.3 hours/week)</td>
<td>4 hours</td>
</tr>
</tbody>
</table>

a) When an employee’s holiday hours are less than regularly scheduled shift, the employee may opt to supplement the additional hours with either PTO or time off without pay.

b) Holidays are not included as hours worked for calculating overtime, unless work is actually performed. A bargaining unit employee who works on a recognized holiday (excluding a personal holiday) shall receive one and one half (1.5) times the employee’s regular hourly base rate for all hours worked.

c) If a holiday falls during the time an employee is using PTO, the employee will receive holiday pay instead of having to use PTO. When a recognized holiday falls on a Saturday or Sunday, the holiday will be observed on Friday or Monday, as determined by the employer.

d) To be eligible to receive Holiday Pay the employee must work the last regularly scheduled workday preceding the holiday and the first regularly scheduled workday following the holiday unless the absence is approved in advance by the supervisor.

15.03 **Personal Holidays.** Employees with less than 15 years of service may observe one (1) personal holiday. Employees with 15 or more years of service are eligible to observe two (2) personal holiday’s in addition to the recognized holidays. The employee must submit an advance written notification to observe a personal holiday. Personal holiday requests shall be on a first-come basis unless two (2) or more requests come in on the same day, then seniority shall be recognized.

**Employees who, as of the date of ratification and have not used their Birthday Holiday, will be eligible to use the Personal Holiday(s) before 12/31/19**

**ARTICLE 16. RETIREMENT**

401(k) Plan. Bargaining Unit employees will be eligible to participate in the Employer’s Retirement Savings Plan (401k) to the same extent and at the same contribution rates as non-union employees as such program may be amended from time to time at the sole discretion of the Employer.
ARTICLE 17. LEAVE OF ABSENCES

17.01 Family and Medical, including Parental Leave.
Employees will be granted Family and Medical leave (including for birth or adoption of a child) consistent with the Family and Medical Leave Act (FMLA) and applicable state law.

17.02 Personal Leave: Personal leaves without pay (other than available PTO as provided below) may be granted at the discretion of the Employer for a period of time not to exceed ninety (90) days. Any request for such personal leave must be made in writing and may be granted or denied based on the Employer’s judgment on a non-discriminatory basis, with due consideration of the needs of the workplace. If the reason for an employee’s leave of absence qualifies under the FMLA and the employee meets the eligibility requirements for a leave of absence under FMLA, they must exhaust such leave before requesting a personal leave. If the employee has PTO available, PTO must be used, before taking unpaid time. During that portion of the personal leave when the employee is still using PTO, the employer will continue to pay its portion of benefit costs. During any portion when the employee is on unpaid leave, the employee will be required to pay for any benefit costs in their entirety, including both the employee and the employer portion of the premiums. Employees who are granted a personal leave are entitled to return to their former or comparable position provided they return to work immediately upon completion of the leave.

17.03 Bereavement Leave. An employee shall be granted bereavement leave without loss of pay for up to three (3) consecutive scheduled workdays for the death of a spouse, parent, sibling, child, grandchild and grandparent of the employee or the employee’s spouse.

One (1) day of the leave must include the day of the funeral (or memorial service) and the remaining time will be taken in conjunction with the funeral (or memorial service) unless other days are agreed upon between the employee and the employee’s supervisor. Employees will notify their supervisor immediately of the request for bereavement leave and the request must be approved by the employee’s supervisor.

At the request of the employee, a leave of absence without pay for additional funeral leave time may be granted upon approval of the employee’s supervisor. If additional funeral leave time is approved, the employee may elect to use available (paid time off) PTO rather than take the time as unpaid.

17.04 Jury Duty Leave. A leave of absence will be granted to employees called for Jury Duty. To initiate this leave, the employee must present to their supervisor an authentic summons before jury duty begins. If an employee is summoned for jury duty or subpoenaed as a witness, the employee will receive full pay for a period of up to fifteen (15) working days provided the employee exchanges the jury pay received for regular salary. The employee must report back to work if not required to remain on jury duty. The employee is required to provide proof of payment to the Human Relations Department.
17.05  **Union Activity Leave.** The Employer agrees to grant, on a non-discriminatory basis, two days off per calendar year per Union Leader up to a maximum of sixteen (16) days per calendar year to participate in Union activity, including but not limited to, leader trainings, union meetings, assemblies, conventions and other official union activity. Such time off shall be without pay and shall require four (4) weeks’ notice. Additional leave requests will be considered along with patient care needs.

**ARTICLE 18. SAFE WORK ENVIRONMENT**

(A) It shall be the policy of the Employer that the safety of the employees, the protection of work areas, the adequate education and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. Further, the Employer is committed to providing employees a work environment that is free from hostile, abusive, and disrespectful behavior.

(B) 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 to promote safety and a violence-free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures.

(C) The Employer will make reasonable effort to provide employees with safe and adequate equipment, training (including hazard awareness), a safe working environment, and safe facilities.

Bargaining unit employees designated by SEIU Healthcare Minnesota in such numbers as agreed upon by the Union and Employer may participate as members of the Employer’s Health and Safety Committee (or a comparable committee addressing health and safety issues). The function of the committee shall be to make recommendations on such health and safety matters as infectious diseases, chemical hazards, security and physical safety, radiation, and education.

(D) SEIU Health and Safety Committee concerns will be addressed through the Labor Management Committee (LMC) as a standing item. These concerns may include the consideration and development of recommendations on health and safety matters. The Employer will cooperate in providing relevant background information to the LMC or Health and Safety Committee.

An SEIU member of the Employer’s Health and Safety Committee will be allowed to participate in OSHA and other regulatory inspections upon the request of the inspecting agency and to make such recommendations as provided by state or federal law and consistent with this Article.

(E) When it is determined that an employee has suffered an exposure in the workplace to an infectious agent, hazardous chemical agent, or harmful physical agent and, as a result, is not permitted to work by the Employer or by an appropriate regulatory agency, the employee shall be kept whole for loss of salary and benefits, including pension and seniority, until such time as the employee becomes eligible for workers’ compensation or disability insurance. The employer
further agrees that such an absence shall not be used for discipline or any other purpose under the employer’s attendance program.

ARTICLE 19. GENERAL PROVISIONS

19.01 Mileage Reimbursement. The employer shall reimburse employees at the current IRS rate per mile for authorized use of the employee’s personal automobile for Employer Business. Employees required by the employer to drive shall be paid their regular hourly rate of pay for such driving time.

19.02 Professional Development and Continuing Education Reimbursement Policy. The Employer agrees to continue to make its Professional Development and Continuing Education Reimbursement Policy available to bargaining unit employees.

19.03 Uniforms
The Employer may require employees to wear a uniform and the type of uniform shall be within the complete discretion of the employer. The employer shall pay to each employee the sum of seventy-five dollars ($75) twice per year for a total of one hundred fifty dollars ($150) annually, paid consistent with the Employer’s practice.

19.04 Paycheck Computation. An employee shall be provided sufficient information to determine the basis upon which his/her pay was calculated. Employees are to review paycheck computations for accuracy and call to the Employer’s attention, any errors or inaccuracies.

19.05 Drug and Alcohol Testing: Employees are subject to the Employer’s Drug and Alcohol testing policy.

ARTICLE 20. LABOR MANAGEMENT COOPERATION

The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance that is in the interest of both 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 meeting. Meetings will be held on an as-needed basis as mutually agreed upon between the Employer and the Union.
ARTICLE 21. MANagements RIGHTS
The management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer, except as specifically limited by the express written provisions of this Agreement. 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 and the work which they are to reasonably perform; to assign and delegate work; to require observance of reasonable Employer rules, regulations, retirement and other policies; to schedule work and determine the number of hours to be worked; to enter into contracts for the furnishing and purchasing of supplies and services; to determine the methods of compliance with federal, state and local laws and regulations affecting the Employer; to determine the methods by which service is performed and the equipment to be utilized in furnishing such service and to change, modify, or discontinue existing methods of furnishing service and use of equipment.

ARTICLE 22. NO STRIKE OR LOCKOUT
The parties recognize that it is essential to provide for continuity of care for the patients of the Employer. Accordingly, the Union and the employees covered by this Agreement agree that during the term of this Agreement there shall be no strikes, slowdowns, picketing, boycotts, or interferences with work of any kind whatsoever, including sympathy strikes or activities. The Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 23. EQUAL EMPLOYMENT OPPORTUNITY
Neither the Employer nor the Union will discriminate against any employee on the basis of race, color, religious belief, national or ethnic origin, age, disability, gender, sexual orientation, gender identity or expression, marital status, genetic information, status with regard to public assistance, or any other classification protected under federal or state law.
ARTICLE 24. DURATION AND RENEWAL OF AGREEMENT

Except as otherwise provided, this Agreement shall be in effect from June 1, 2019, through and including May 31, 2022. This Agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other party, in writing, at least ninety (90) days prior to June 1, 2022, or June 1 of any year thereafter of its intention to change, modify or terminate this Agreement.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed the day and year first above written.

<table>
<thead>
<tr>
<th>STILLWATER MEDICAL GROUP</th>
<th>Date</th>
<th>SEIU HEALTHCARE MINNESOTA</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name, [TITLE?]</td>
<td></td>
<td>Brenda Hilbrich, Chief of Staff</td>
<td></td>
</tr>
<tr>
<td>Matthew Richie, Administrator</td>
<td></td>
<td></td>
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<tr>
<td>Kim Carlson, Director Human Resources</td>
<td></td>
<td>Laura Boyle</td>
<td>6-18-19</td>
</tr>
<tr>
<td></td>
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<td>Lori Leiner</td>
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<tr>
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<td>Amanda Looney</td>
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<tr>
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<td>Becky Ogren LPN</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Kelly Parent</td>
<td>6-18-19</td>
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<tr>
<td></td>
<td></td>
<td>Youssef El Hamawi, Internal Organizer</td>
<td>6-18-19</td>
</tr>
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Collective Bargaining Agreement between Stillwater Medical Group and SEIU Healthcare Minnesota 6.1.19-5.31.22
## Appendix A: Wage Scales

### LPN, CMA
(Allergy/Injection, Panel Management Assistant, Phone Assistant, Provider Assistant, Refills, Care Coordinator)

<table>
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<tr>
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<th>2 YEAR (2080 hours)</th>
<th>3 YEAR (2080 hours)</th>
<th>4 YEAR (2080 hours)</th>
<th>5 YEAR (2080 hours)</th>
<th>6 YEAR (2080 hours)</th>
<th>7 YEAR (2080 hours)</th>
<th>9 year (4160 hours)</th>
<th>10 Year (2080 hours)</th>
<th>12 Year (4160 Hours)</th>
<th>14 Year (4160 hours)</th>
<th>16 year (4160 hours)</th>
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<tr>
<td><strong>January 1, 2020</strong></td>
<td>$18.00</td>
<td>$18.50</td>
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<td>$20.00</td>
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### Audiologist Assistant

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<th>12 Year (4160 Hours)</th>
<th>14 Year (4160 hours)</th>
<th>16 year (4160 hours)</th>
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</thead>
<tbody>
<tr>
<td><strong>January 1, 2020</strong></td>
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<td>$15.32</td>
<td>$15.64</td>
<td>$15.86</td>
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<tr>
<td>2.75% January 1, 2021</td>
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<tr>
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<td>$15.84</td>
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