Collective Bargaining Agreement

between

Allina Health

and

SEIU Healthcare Minnesota

Regarding the Former Aspen Clinics

Effective
July 1, 2019
through
June 30, 2022
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AGREEMENT

This Agreement, made and entered into this first day of July, 2016 by and between the undersigned Allina Health and its successors, hereinafter referred to as the "Employer" and, SEIU Healthcare Minnesota hereinafter referred to as the "Union."

ARTICLE 1 - RECOGNITION

1.01 The Union shall be the sole and exclusive bargaining representative for the two separate bargaining units; Case #18-RC-12902 for all clerical employees (including medical receptionists, medical transcriptionists, medical records clerks, and optical clerks) and Case #18-RC-12886 for all technical employees (including Licensed Practical Nurses (LPN) and permit LPN'S, laboratory technicians, radiologic technicians, medical assistants, eye assistants, home health aides, CSR, phlebotomists, and surgical techs) employed by the Employer at all building locations and clinics; excluding business and administrative clericals, professional employees, service and maintenance employees, confidential employees, guards, and supervisors as defined by the National Labor Relations Act.

1.02 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.

ARTICLE 2 - UNION SECURITY

2.01 (a) 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. All new employees shall, not later than the completion of their probationary period, become and remain members of the Union. Employees who do not become Union members as provided above shall pay a service fee which shall be based on that proportion of initiation fees and dues that relate to Union representational activities. Such membership fee or service fee shall begin upon completion of the probationary period.

(b) Any employee who is delinquent in making the payments required herein for more than thirty (30) days, shall be terminated by the Employer. Termination shall occur within three (3) days after receipt of notice from the Union to the Employer of such delinquency. The Union shall save the Employer harmless from any claims of an employee so terminated.
(c) Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment; however, any such employee who qualifies for such an exception and elects to be exempt from the provisions of joining the Union or financially supporting it, is required as a condition of continued employment to pay to either the St. Paul Community Fund, Minnesota Cancer Research or March of Dimes in lieu of periodic dues and initiation fees, the sum equal to such dues and initiation fees at the same timely requirements as applies to employees who join and become members of the union. Failure to abide by these time limits and furnishing proof thereof to the Union shall subject the employee to be terminated from employment.

Any employee who holds conscientious objections pursuant to this provision and requests the Union to use the grievance-arbitration procedure on the employee's behalf will be charged by the Union for the reasonable costs of using such procedure.

2.02 The Employer agrees to deduct Union dues and fees 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 deductions shall be made by the Employer from the wages of the employees each pay period (or at intervals as may be agreed upon in writing by the Allina and the Union) and will be transmitted to the Union no later than the 10th of the month following the date the deduction was made. The Union will submit a list of employees from whose pay dues deduction shall be made, not later than one (1) week prior to the first (1st) of each month. The Union will hold the Employer harmless from any dispute with an employee concerning the deduction made.

2.03 At the time of employment, a new employee who will be subject to this Agreement shall be given a copy of the Agreement by the Employer and shall read or have paraphrased the provisions of this Article 2.

2.04 On or before the thirty-first (31st) day following the commencement of this Agreement, the Employer agrees to furnish to the Union a list of the names and current addresses, employee identification, date of hire, clinic, classifications and regularly scheduled hours of work of all employees of Allina Health who are covered by this Agreement. Thereafter, the Employer agrees to furnish the Union a monthly list of new hires, terminations, employees commencing and returning from leaves of absence, and changes in the number of hours regularly scheduled to work by employees, together
with the affected employee's current address, classification, clinic, employee identification and the appropriate date.

2.05 The Employer shall send written notice to the Union prior to any classification or title being changed or created within the bargaining unit, and when any bargaining unit employee is transferred or promoted, either to positions covered by or outside of this Agreement. The written notice to the Union shall specify the proposed change, establishment, transfer, or promotion and appropriate date.

ARTICLE 3 - UNION REPRESENTATION

3.01 The Employer recognizes the right of the Union and its internal organizer to designate stewards to handle official Union business.

3.02 The Employer shall furnish the Union with an adequate designated bulletin board at all facilities which are visible and accessible.

3.03 The internal organizer of the Union shall be allowed to visit the premises of the Employer provided that the internal organizer notifies and receives permission from the clinic Manager. The specific intent of the visit will be made known prior to visiting. The internal organizer may not visit employees during work time. Non-patient service areas and/or non-occupied patient service areas are to be used for these visits. Permission will not be unreasonably withheld.

3.04 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, upon his or her request, shall be entitled to have a representative of the Union present. However, it is agreed and understood that the Employer may hold such interviews without delay and that this provision does not require the Employer postpone such interviews because a particular Union representative is unavailable for reasons for which the Employer is not responsible, where another Union representative is available.

3.05 The parties are in agreement that full cooperation and understanding will promote efficient performance which 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.

3.06 Union Orientation: Allina Health will release an Allina Health steward for one hour of paid time to meet with each new employee at his/her work site at an acceptable time within the new employee's first two weeks of employment. If a new employee has a
general orientation at Allina, the Union Representative will advise Allina Health employees that they are not covered by the SEIU/Allina Metro Hospitals contract.

3.07 Steward Space: Employer will provide the following at each location:
- A private space available to the Union on an as-needed basis (e.g. a conference room or an empty exam room with ability to close door);
- A locking file cabinet; and
- Access to Email, voice mailbox or both to enable communication with membership.

3.08 Union Steward Meetings: All Urgent Care Union Stewards will notify their direct supervisors and seek to obtain approval of the monthly meetings as far in advance as possible to facilitate coverage. Steward monthly meetings are unpaid.

3.09 Paid Union Steward Training. Union stewards as a group will have a pool of twenty (20) hours to be used for paid steward training per year. Stewards will notify their direct supervisors and obtain approval to attend the training as far in advance as possible to facilitate coverage. Subject to the foregoing, Employer will make every effort to release Union stewards to attend Union sponsored training.

ARTICLE 4 - NON-DISCRIMINATION

4.01 Neither the Employer nor the Union shall violate applicable discrimination laws with respect to any employee because of race, color, creed, religion, national origin, age, sex, marital status, handicap, veteran status, Union activity, or any other basis prohibited by applicable law.

ARTICLE 5 – EMPLOYEE STATUS

5.01 Full-time employee: An employee who is regularly scheduled to work at least 30 hours a week (.75 FTE). A full-time employee is eligible for benefits.

5.02 Part-time employee—benefits eligible: An employee who is regularly scheduled to work at least 20 hours a week (.5 FTE) but less than 30 hours a week (.75 FTE). An employee who meets this definition is considered part-time benefits eligible.

5.03 Part-time employee—non-benefits eligible: An employee who is regularly scheduled to work at least 4 hours a week (.1 FTE) but less than 20 hours a week (.5 FTE). An employee who meets this definition is not benefits eligible.

5.04 Casual employee: An employee who does not have regularly scheduled work hours (0.0 FTE), but who works on a sporadic or “as needed” basis. A casual employee is not
benefits eligible. Casual employee is defined as one who is not regularly scheduled to work. A casual employee must be available to work an average of six (6) shifts per quarter if called, to maintain casual status. Like all employees, casual employees are required to maintain competency to perform their jobs. The status of all casual employees will be periodically reviewed by Employer, and if performance expectations are not met the casual may be terminated.

ARTICLE 6 – SENIORITY

6.01 (a) Seniority shall be defined as total compensated hours within the classification system wide, excluding overtime.

(b) There shall be one seniority list (A) for both full-time and permanent part-time employees based on total compensated hours with the Employer, and a separate seniority list (B) for employees who regularly work eight (8) hours or less per week.

6.02 (a) There shall be no change in seniority as a result of involuntary transfer of classification and/or department. In the event of involuntary transfer, the employee shall be entitled to the first vacancy which occurs in the department and/or classification from which she/he was transferred. The abolishment or elimination of a job shall be deemed to be involuntary transfer.

(b) Employees who have changed job classification and who return to the previous job classification within one (1) year shall retain previously accrued seniority in the previous job classification.

6.03 In the event an employee working over eight (8) hours per week accepts a position with less hours on the B-list status, such employee shall retain her/his seniority.

6.04 The Employer shall prepare seniority lists for all employees covered by this Agreement as described in 6.01 above, with copies to the Union and copies posted on the designated Union bulletin board. Such lists shall be calculated on the year from October 1 to September 30, posted by the following December 1 and updated annually with copies to the Union and copies posted on the designated union bulletin board.

6.05 The first ninety (90) calendar days of employment shall be a probationary period, during which time the employee may be terminated with or without cause. The Employer, in its discretion, may extend an employee's probationary period for an additional thirty (30) calendar days. If an employee's probationary period is extended, the Employer will advise the Union of that fact and will advise of the new end date of
probation. Vacation and sick leave for eligible employees shall begin to accrue during
the probationary period but may not be used until the probationary period has been
successfully completed. Employees shall be obligated to pay the dues or fees
established by the Union pursuant to Section 2.01 (a) upon completion of the
probationary period. Employees who terminate employment prior to the end of the
probationary period or change to a non-benefit eligible status prior to the end of the
probationary period do not receive any vacation, sick or personal holiday benefits. The
applicable uniform allowance shall be payable after successful completion of the
probationary period.

6.06 Vacation and sick leave benefits shall be based on years of employment regardless of
any change in classification. Vacation preference will be based on seniority as outlined
in Article 14.

6.07 Newly hired employees will not be placed in a particular clinic which requires an
involuntary transfer of a qualified employee from that clinic to another clinic.

6.08 In the event of a break in service of less than one (1) year, employees will be credited
for all Allina Health employment upon completion of the probationary period, with the
exception of wages. The credit for Allina Health employment shall include
reinstatement of accrued sick leave time and the vacation accrual rate the employee
was eligible for at the time the employee terminated employment and seniority in the
classification to which the employee returned. Employees shall be eligible for sick
leave immediately upon rehire.

6.09 Intra-Allina transfers. An SEIU employee who transfers from another Allina business
unit to Employer will have his/her accrued PTO hours placed in a vacation account, and
that employee shall accrue vacation at the year level at which he/she was accruing
vacation at the other Allina business unit.

ARTICLE 7 - POSTING

7.01 (a) Whenever vacancies occur, a notice of such vacancy stating the requirements
for the position shall be posted electronically for a period of five (5) working
days. Employees at each clinic location may apply for the vacancy within the
five (5) day posting period. Applicants will be notified of the Employer’s hiring
decision as soon as possible. A list of open positions will be provided to a union
representative no more than once per week upon request.

(b) In determining who will fill any vacancy, the Employer shall award the open
position to the most qualified applicant as determined by the Employer.
Qualifications for the position shall be described in the posting. If two or more
applicants are determined by the Employer to be the most qualified, the
Employer shall select the most qualified current employee over a non-employee and as between employees, the Employer shall select the most senior of those it determines are the most qualified.

(c) In order to assure that staffing needs and requirements are met, if an employee applicant is selected to fill a posted position, that employee may be retained in her/his existing job for a period of up to one (1) month before transferring.

(d) In the case of transfer, within the same classification of the bargaining unit, an employee shall serve a forty-five (45) calendar day trial period. Employees may not request another transfer within the same classification for a one (1) year period unless there is express consent from the affected supervisors.

(e) Employees promoted or transferred to a new classification shall serve a sixty (60) calendar day trial period. If the employee was required to make the move, and fails to qualify for her/his new position, she/he shall be returned to her/his former comparable position without loss of her/his previous position's wage rate.

ARTICLE 8 - LOW NEED PROCESS

8.01 When the need for reduced staffing occurs, the Employer will go to the denial list from the most recent bid period and offer low need to those employees in seniority order who are working at that time; then, Employer will seek volunteers on a rotating basis within the pay period within the affected department by classification. If there are no volunteers, a low need day will be assigned first to employees in an overtime or 7th day differential status or anyone working over their allotted FTE in reverse order of seniority within the affected department by classification, and then to remaining employees in reverse order of seniority within the affected department by classification except in cases where more senior employees are not qualified to perform the necessary work. Qualified employees whose hours are reduced under this article will be offered work in another clinic if available. An employee who takes a low need day, voluntarily or involuntarily, will have the option to use vacation, personal time or benefit no-pay credit for the hours lost to the low need. Prior to voluntary or involuntary low need, all mandatory education shall be completed prior to sending employees home.

ARTICLE 9 - REDUCTIONS/LAYOFF

9.01 In the event of a reduction of hours or layoff, the Employer shall first seek volunteers to accomplish the necessary reductions. The Employer will also advise the Union as soon as possible, and no later than twenty-one (21) calendar days in advance, of any
reductions, and upon request of the Union, the parties shall meet to discuss the implementation or effect of any actual or proposed reductions or layoff. Employees shall be given fourteen (14) calendar days notice of layoff or pay in lieu thereof.

9.02 (a) In the event of a need for reduction of hours or layoff, the Employer will first seek volunteers by seniority within the classification and clinic affected so long as the proper mix of qualified employees will remain after employees have volunteered. In the event of a reduction of hours or a layoff, it shall be made in the reverse order of seniority within the classification and clinic affected provided, however, that a junior employee may be retained out of sequence, if more senior employees do not have the necessary qualifications, skills, and training to perform the duties required. If a reduction or layoff occurs, the person reduced or laid off, if qualified, may bump the least senior employee in the reduced or laid off employee's classification who has the same FTE status as the reduced or laid off employee. An employee on layoff status shall retain seniority rights for a period of one (1) year following the date of layoff. Employees on a layoff status shall have preference over casual employees for any available additional work hours. Employees shall be recalled from layoff in reverse order of layoff provided they have the necessary qualifications, skills and training to perform the work. If an hours reduction or layoff occurs, the Employer will update the appropriate classification seniority list, and that update shall be cut off on a date to be determined by the Employer which shall be within sixty (60) days of the actual reduction or layoff date.

(b) In the event of a reduction of hours or a layoff which results in junior employees being retained while more senior employees in the same classification are laid off, the Employer agrees to meet with the Union to discuss the protection of jobs for such senior employees. The Employer agrees to make every reasonable effort to provide continued employment for as many senior employees as possible.

ARTICLE 10 - HOURS OF WORK

10.01 (a) The normal work week shall consist of forty (40) hours of work within a seven (7) day period.

(b) Schedules shall be posted fourteen (14) days in advance of the employee's scheduled work. Once posted, if scheduled changes subsequently become necessary, the Employer will discuss required schedule changes with the affected employees in an attempt to solve schedule change problems.
10.02  (a) If an employee is required to work in excess of forty (40) hours per week or over eight (8) hours per day, or for full-time employees on a day scheduled as a day off for such employee, the overtime rate of one and one-half times (1½X) the employee’s regular straight time hourly rate shall be paid to such employee.

(b) Compensated hours, for the purposes of computing overtime, shall include vacation, holiday, and time off for official Union business, during normal working hours.

(c) Overtime rates shall be paid by the Employer when authorized and/or required by a designated Management representative.

(d) In making overtime assignments, overtime shall be offered at each clinic on a department basis by appropriate classification. An overtime sign-up sheet shall be posted whereby employees may sign up to work overtime hours, indicating their availability at specific times. Sign-up sheets will be posted fourteen (14) calendar days prior to the first day of the new work schedule and will remain up for a period of seven (7) calendar days. At the end of this seven (7) calendar day period of time, the signatures on the sign-up sheet for the overtime will be final. Only those signatures on the sign-up sheet at the end of the seven (7) calendar day posting period will be eligible for overtime, and those who have signed and not removed their signature during the posting period will be required to work the overtime. Overtime shall be offered in order of seniority. If no employees have signed the sheet for necessary overtime, overtime will be assigned in reverse order of seniority. In assigning overtime, the junior qualified employee in the classification of the department and clinic where overtime is needed will be assigned four (4) occurrences of overtime in a four (4) consecutive week period. Once that junior employee has been assigned four (4) occurrences of overtime in a four (4) consecutive week period, on the next occasion when overtime is needed, it will be assigned to the next least senior employee scheduled on the shift in question, and that employee will then be assigned four (4) occurrences of overtime in a four (4) consecutive week period. This practice will continue through the seniority list as noted previously, and once the most senior employee has had four (4) occurrences of overtime in a four (4) consecutive week period, the overtime responsibility will revert to the junior employee, and the same process will continue again for the assigning of overtime. An occurrence is defined as thirty (30) or more minutes of overtime. Employees offered the overtime must be fully qualified to perform all aspects of the required work. The provisions of this section shall not apply to incidental overtime which is an extension of patient support activities (including record keeping) necessary to complete an employee's regular shift.

(e) There shall be no pyramiding of overtime.
10.03 (a) Employees scheduled to work on weekends as part of their work week shall have equal time off within a pay period. If the Employer is unable to accommodate the equal time off, the employee will receive overtime pay for the weekend. Employee preference for compensatory time off during the pay period will be recognized according to staffing needs if received in writing by the Supervisor before schedules are posted.

If a clinic which is not working weekend hours on January 1, 1988 schedules weekend hours, the Employer will attempt to fill the weekend hours with volunteers. If sufficient employees do not volunteer, the weekend hours will be assigned in reverse order of seniority to employees hired on and after January 1, 1988. If the Employer is unable to adequately staff without consistent overtime, the Employer may continue reverse seniority assignments without consideration of the January 1, 1988 hire date.

Employees shall not be required to work more than two (2) weekends out of four (4). An employee may choose to work a schedule providing for more weekend hours than the maximum required.

(b) Employees who are employed on December 1, 1987 will not be scheduled to work more weekend hours than they were working on such date. This provision will not apply to jobs for which an employee may bid in the future. In the event additional weekend hours are required, the following will apply:

(1) The Employer will first seek volunteers. However, the Employer shall have the option to reject volunteers in the event that scheduling such volunteers would result in an obligation to pay overtime. Provided however that the Employer will accept an employee at overtime rates, rather than using an employee from an outside agency.

(2) If suitable volunteers are not available, the Employer may require an employee hired after December 1, 1987 to fill the needed hours in reverse order of seniority, if it does not entail overtime, or require more weekends than set forth in Article 10.03 (a).

(3) If additional employees are needed, employees shall be offered the additional weekend hours by seniority with the appropriate overtime provisions. If no senior employee wants the hours, the hours would be assigned in reverse seniority, under the usual overtime provision. No employee under this provision would be required to work more weekends than set forth in Article 10.03 (a).

10.04 In the event evening work is required of employees regularly scheduled for weekdays:
(a) The Employer shall seek volunteers

(b) In the event additional employees are required, qualified employees will be assigned in reverse order of seniority.

10.05 No employee shall be required to find her/his replacement when absent due to illness, vacation or other approved absences. In a shift give-away instance, an employee shall find his/her replacement.

10.06 With the exception of employees classified as Surgical Technicians (as noted in the following paragraph of this Section), no employee shall have his/her starting time changed by more than one (1) hour. In the event starting times need to be adjusted, it shall be done on a seniority basis within department. Where the Employer uses variable starting times on the same shift, qualified employees within the classification will be given a preference in selecting schedules in order of seniority. The provisions of the preceding sentence shall not apply where employees are unable to perform all aspects of the required work because of lack of currency and the rotation would provide the necessary currency. For employees classified as Surgical Technicians, the Employer maintains the right to alter starting times according to patient needs in both the Clinic and the Hospital.

10.07 Employees will receive a rest period of fifteen (15) minutes during each four (4) hour period of work. Such rest periods will be staggered so as not to interfere with clinic flow, or at the Employer's option, maybe combined with meal break.

10.08 Each employee scheduled to work a shift of six (6) continuous hours shall receive an unpaid meal period.

10.09 Employees who are scheduled to work and who come to work without receiving at least two (2) hours notice that no work is available shall receive at least four (4) hours work or four (4) hours pay at their regular rate.

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

10.11 Floating:

(a) All bargaining unit members will be assigned one (1) home clinic unless a member's FTE is divided between more than one clinic.

(b) Following providers. With the exception of employees who work with Non-Float Pool Internal Medicine, Pediatrics and Family Practice providers, all unit-members and non-unit technical and clerical employees of Allina Health may be
assigned to float with their provider to any Allina Health Clinic site—including both clinics covered by this Agreement and clinics not covered by this Agreement. Employees who work with Non-Float Pool Internal Medicine, Pediatrics and Family Practice providers may agree to float with their providers to any Allina Health Clinic.

(c) **Unit clinic to Unit clinic.** Exclusive of (a) above, temporary assignments to work at a clinic covered by this Agreement other than the clinic to which she/he is normally assigned shall not exceed three (3) calendar months. The Employer will seek volunteers for a temporary assignment. If there are insufficient volunteers and there is more than one qualified employees at the clinic from which the transfer is to be made, the least senior employee will be temporarily assigned.

(d) **Unit employee to non-unit clinic.** Exclusive of (a) above, Employer may float unit members to Allina Health Clinics locations not covered by this Agreement—on a voluntary basis without limitation and on a non-voluntary basis to clinics:

1. within 20 miles of their home site location and
2. no more than 15 shifts per employee per year.

(e) **Non-unit employee to unit clinic.** Exclusive of (a) above, and after requesting assistance from other unit clinics, Employer may float or assign non-unit member clerical and technical employees of the Allina Health Clinics into the clinics covered by this Agreement as follows the greater of:

1. 2 non-unit floats per site per day; or
2. 1 non-unit float per 10 budgeted unit member FTEs per site per day not to exceed 10 non-unit floats per day at that site.

(f) **Unit member probationary employees.** A unit member in his/her probationary period will not be involuntarily floated.

(g) **Unit member casual employees.** Scheduled, qualified casuals will be floated from a site before unit members from that same site will be involuntarily floated to another site.

(h) **Orientation.** All staff will be reasonably oriented to a new site at the start of the shift.
(i) **Qualified.** No unit member being floated under this Article will be required to perform duties for which they are not qualified and trained.

(j) **Mileage.** Mileage reimbursement shall be paid in accordance with Article 24 herein.

(k) **Involuntary floating order.** Subject to (h) above, an involuntary floating assignment will be assigned in rotating reverse seniority order.

10.12 If employees are required to attend meetings during meal or break time or outside the regularly scheduled shift, or are required to be on-call during meal or break time, such time shall be considered paid time (compensated hours). When meetings begin (or end) outside an employee's regularly scheduled work shift, the employee may, upon request, be excused from attending the meeting. The Employer may not deny the request unless the employee is paid for the time between the beginning (or end) of the shift and the end (or beginning) of the meeting.

10.13 Compensated hours, for benefits accrual, will include vacation, personal holidays, holidays, sick leave, jury leave, funeral leave, snow days, low need days and official union business during normal working hours.

10.14 The Employer and an individual employee may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day without the payment of overtime. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

(a) **Flexible schedules shall be voluntary.**

(b) When flexible schedules are first established in a department, the first forty-five (45) calendar days thereof shall be a trial period and employees may revoke their agreement to the flexible schedule and in such case shall be returned to their prior position. In all other cases, employees who have agreed to a flexible schedule and who wish to work a non-flexible schedule may apply for open positions pursuant to Section 7.01a. Employer may revoke the flexible schedule and re-implement an 8 hour/day schedule at any time upon eight (8) weeks notice.

(c) **Sick leave shall be accrued at a rate in proportion to that specified in Article 15 for employees who are not working a flexible work schedule.** Sick pay will be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate.

(d) **Vacation pay shall be earned and paid based on compensated hours as provided in Article 14.**
(e) Flexible schedule employees required to work on the holiday shall receive holiday pay per Article 13: Holidays.

(f) Overtime shall be based on time worked in excess of forty (40) hours per week but not eight (8) hours per day. An employee shall also be paid overtime for any time worked in excess of the number of hours contained in the employee's flexible schedule for a particular day.

10.15 Give Away Shifts: Employees may give away shifts without using vacation time as follows:

(a) An employee may give away two (2) shifts per year.

(b) An employee must have a work agreement of 0.5 FTE or greater.

(c) The giveaway shift shall not cause additional costs to the Employer, for the employee accepting to work the shift.

(d) An employee accepting the shift must be qualified within the classification.

(e) Employees may give shifts to casual employees with supervisor/manager's approval.

(f) The employee would find their own replacement.

(g) A shift give away request form must be approved by a Supervisor or manager at least twenty-four (24) hours in advance.

10.16 Provider Schedule Match

If a provider's schedule changes one hour or less, the supporting clinical assistants by seniority who have worked with that provider on a regular basis for at least nine (9) months will be given first opportunity to change their hours as long as it does not affect that employee's total hours worked in a day.

ARTICLE 11 – SALARIES

11.01 Beginning effective with the first full pay period commencing closest to July 1, 2010, through the term of this Agreement, the wages for all employees shall be increased in accordance with the salary ranges from the minimum to maximum salary increments as outlined in the wage schedule attached as Exhibit A.
11.02 Wage increments for full-time employees shall be based on years of employment with the Employer. Wage increments for part-time employees shall be based on one (1) year's credit for each two thousand eighty (2080) hours.

11.03 (a) When an employee changes from one classification to a higher paid classification, she/he will be placed on the lowest step which represents an increase to his/her current rate of pay. A full-time employee will retain her/his original anniversary date for purposes of future pay increases in the new classification and will move to the next step on the scale upon her/his anniversary date. A part-time employee will move to the next step based on when the employee has completed 2,080 hours of work since the last step increase prior to the change in classification. In a situation where a fulltime employee's new pay rate is the start rate on the new job classification scale, the employee will move to the six (6) month rate after six (6) months in the new job classification. A part-time employee will move to the six (6) month rate after 1,040 hours. If a full-time employee's anniversary date occurs less than six (6) months from the date of the transfer, the employee will move to the one (1) year rate upon her/his anniversary date.

(b) When an employee voluntarily moves to a lower job classification or because of an hours reduction or layoff as provided for in Article 9, that employee will be placed at the same step level of the new classification that she/he was at in that employee's old pay classification.

(c) If an employee is involuntarily transferred to a lower classification, that employee's pay shall be frozen until the schedule catches up to the employee's pay rate. Thereafter, the employee will move on the schedule based on Section 11.02.

11.04 An employee assigned by the Employer to perform work in a higher paid classification for a day or more shall be paid at the higher rate, provided the employee actually performs the primary functions of the higher classification, and that such functions are not in the employee's job description.

11.05 A substantial error of fifty dollars ($50.00) net or more in an employee's pay check shall be corrected by the end of the next pay period unless the pay error is the result of the employee's mistake, regardless of the amount, and in that case, the error will be corrected in the next pay check. Minor errors shall be corrected on the employee's next regular pay check.

11.06 An employee shall be permitted to know on what basis his or her pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of her/his total take-home pay if requested.
11.07 The Employer may grant a credit for prior experience for new hires up to a maximum of twelve (12) years.

11.08 Employees who are employed as of July 1, 2010, and who are regularly scheduled a minimum of a .5 FTE or above, as of that date, will be eligible for a longevity bonus as follows: an employee with a 1.0 FTE status who has eight (8) years of service but less than twelve (12) years of service as of July 1, 2010, and who otherwise meets the eligibility criteria set forth above, will receive a lump sum payment of two hundred fifty dollars ($250) less applicable payroll deductions; an employee who has a 1.0 FTE status and who has twelve (12) years of service or greater as of July 1, 2010, and who otherwise meets the eligibility criteria set forth above, will receive a lump sum payment of four hundred fifty dollars ($450) less applicable payroll deductions; and an employee who has a 1.0 FTE status and who has fifteen (15) years of service or greater as of July 1, 2010, and who otherwise meets the eligibility criteria set forth above, will receive a lump sum payment of eight hundred dollars ($800) less applicable payroll deductions. In defining “years of service”, the Employer shall use the employee’s anniversary date. Eligible part-time employees (defined as those with an FTE status of .5 to .9) will have their bonuses prorated based upon their FTE status as of July 1, 2010. For example, a .5 regularly scheduled employee who has eight (8) years of service on July 1, 2010, will receive a lump sum payment of one hundred twenty-five dollars ($125).

On July 1, 2011, and July 1, 2012, the Employer will follow the same standards applicable for the first year of the Contract in determining who will be eligible for a longevity bonus. These longevity bonuses will be paid out in July of each year.

**ARTICLE 12 – DIFFERENTIALS AND PREMIUM PAYS**

12.01 Evening Differential: A differential of seventy cents ($0.70) per hour shall be paid for all hours worked between 6 p.m. and 6 a.m. If the majority of hours an employee works extends beyond 4 p.m., a differential will be paid for all hours worked.

12.02 Weekend premium: a weekend premium of sixty cents ($0.60) per hour will be paid for hours worked between 8:00 a.m. Saturday and Midnight Sunday.

12.03 7th Day Premium: If any employee is required to work on the seventh (7th) consecutive day in excess of eighty (80) compensated hours, she/he will receive two times (2X) the employee's regular rate.

12.04 Urgent Care Differential: All licensed Practical Nurses (LPN's), MA's, X-ray Techs, Rad Techs, Medical Receptionists and Laboratory Technicians working in the Urgent Care Clinic shall receive a differential of fifty cents ($0.50) per hour. The Urgent Care differential will be in addition to the evening and weekend differential provided in Sections 12.01 and 12.02. Holiday hours are Urgent Care hours.
12.05 On call pay: Unrestricted call pay will be paid at $5.50 for each hour an employee is assigned to unrestricted call, except as provided below.

Surgical Technicians shall be paid twenty-five dollars ($25) for evening on-call and fifty dollars ($50) for weekend (Saturday & Sunday) and holiday on-call. If called to work while on-call, the employee will be paid at his/her regular rate of pay unless the hours are in excess of forty (40) for the work week. In that case, the employee will be paid overtime. Surgical technicians who are called in to work when on-call shall be paid a minimum of four (4) hours. Effective with the first full pay period commencing closest to July 1, 2006, the on-call pay for evening on-call shall be increased from twenty-five dollars ($25) to thirty dollars ($30).

12.06 Premium pay for Easter Sunday: Employees who work on Easter Sunday will be paid double time for all hours worked. The provisions of Section 13.05 for scheduling Urgent Care staff shall apply for Easter Sunday. Premium pay as described above is only applicable to Urgent Care staff and will not be paid to any other employee for work on Easter Sunday.

12.07 Lead Pay: If an employee holds a lead position in a classification listed in this Agreement, the rate of pay for such lead person classification shall be seventy-five cents ($.75) per hour above the rate of pay for the applicable classification. Any lead position shall be posted and filled in accordance with Article 7.

12.08 Inclement Weather Pay: In the event the Employer, in its sole discretion, closes a Clinic due to inclement weather, employees shall be paid their regular hourly wage for the balance of scheduled hours, subject to a maximum of twelve (12) hours per calendar year.

12.09 Float Differential: Regularly scheduled float employees shall receive an additional seventy cents ($0.70) per compensated hour as a differential. Employees who temporarily float to another clinic, except to avoid a low need day, shall receive an additional seventy cents ($0.70) per hour worked while floating as a differential.

ARTICLE 13 – HOLIDAYS

13.01 Holidays

The Employer recognizes the following holidays:

- New Year’s Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- ½ Christmas Eve (after 12 p.m.)
- Christmas Day
- ½ New Year’s Eve (after 12: p.m.)
13.02 Holiday Pay

(a) Employees who do not work on a holiday and as a result fall below their FTE will receive holiday pay in the amount of their straight time wage rate for their regular shift in order to keep them whole. Extra weekend shifts picked up by any employee with an FTE of 0.80 or higher shall not be counted towards fulfilling their base FTE.

(b) Employees who work on a holiday will be paid two (2) times their straight time hourly rate for every hour they actually work.

(c) When a holiday falls during an employee's vacation, and it is their regularly scheduled workday, the employee will be paid holiday pay in the amount of their straight time wage rate for their regular shift.

13.03 Personal Holidays

(a) Personal holidays are granted on January 1st of each year and must be used by December 31st of that year. Four (4) personal holidays are granted to employee who are employed on January 1st. New employees hired after January 1st will be granted personal holidays during the first year of employment on the following basis:

- Hired January 2nd through March: 4 days
- Hired April through June: 3 days
- Hired July through September: 2 days

New employees will be credited for their personal holiday hours upon successful completion of the probationary period. Employees hired in August and September will be permitted to carry over their personal holidays to the next year.

13.04 Urgent Care

For Urgent Care, the holiday work coverage shall be scheduled as follows:

(a) Volunteers, by seniority, from employees within the Urgent Care staff system-wide provided the employee meets the required qualifications of the job as specified in the job posting; and

(b) If paragraph (a) provides insufficient staff, coverage will occur by assignment of employees on a rotating basis within the Urgent Care staff system-wide.
13.05 Absences around Holidays

If an employee is absent the last scheduled work day before the holiday or the first scheduled work day after the holiday, the employee will be eligible for holiday pay unless the Employer, in its discretion, requires the employee to bring in a doctor's statement attesting to the fact that the employee was ill and unable to work. If the employee does not produce this note in a timely fashion, the employee will not receive pay for the holiday. The Employer's request for a doctor's note will not be arbitrary or capricious.

13.06 Projected Physician Staffing

Employer will review the projected physician staffing before a recognized holiday and will make every effort to allow time off to as many employees in each department around a holiday if service demands permit.

13.07 Employee Terminations

If and when the employment relationship terminates, the employee will not receive any payment for any unused personal holidays or for any holidays which have not yet occurred.

ARTICLE 14 – VACATIONS

14.01 Employees shall earn vacation according to the following annual accrual schedule:

- 5 days during the first year of employment or 1.54 hours per pay period.
- 10 days during the second through fifth year of employment or 3.08 hours per pay period.
- 15 days during the sixth through tenth years of employment or 4.62 hours per pay period.
- 20 days after 10 years of employment or 6.15 hours per pay period.

Vacation may be used after the completion of the probationary period as earned on a biweekly basis. No vacation may be taken which has not been accrued. Vacation accrual will be limited to a maximum of five (5) days in excess of the annual accrual rate.

14.02 Consideration having been given to the requirements of the working force, vacation shall be allocated in accordance with the employee's request. In the event of conflicting requests, job classification seniority within department by clinic shall govern.
14.03 Vacation Scheduling.

(a) There shall be two vacation sign up periods per calendar year which shall be as follows:

(1) From March 1 through March 15 of each year, employees shall submit their vacation requests for the time period May 1 of the current year through October 31st of the current year. The Employer will grant by seniority and post no later than April 15. The granting of vacation requests shall be dependent upon the Employer determining that appropriate staff is available to perform the necessary work.

(2) From September 1 through September 15 of each year, employees shall submit their vacation requests for the time period of November 1 of the current year through April 30 of the following year. The Employer will grant by seniority and post no later than September 25. The granting of vacation requests shall be dependent upon the Employer determining that appropriate staff is available to perform the necessary work.

(b) Vacation requests submitted outside of the two sign up periods described in paragraph “(a)” above, shall be awarded on a first come, first served basis. The granting of vacation requests shall be dependent on the Employer determining that appropriate staff is available to perform the necessary work. Except in unusual circumstances, the employee's supervisor will respond within five (5) days (not counting weekends) after receipt by the supervisor of the written vacation request.

(c) Vacation which has been approved may be changed by the Employer only if an emergency of an unavoidable situation requiring an employee's service occurs; otherwise, it may be changed only by mutual consent.

(d) For laboratory and radiology, vacation will be allocated on a system-wide basis if float coverage is required. If no float coverage is required, vacation will be allocated by clinic. Employer shall try to maximize the number of employees in the lab, imaging and reception permitted to be off at a time.

(e) Prime Time Vacation Requests.

Prime time shall be defined as follows:

(1) May 15 through September 15
(2) December 15 through January 5

(3) The period commencing with Friday of the week preceding the week which is identified as MEA week (defined as that week where public school teachers in Minnesota are excused from teaching for some period of time for an annual convention) through the Sunday of MEA week.

During any period of “Prime Time”, an employee will only be entitled to be scheduled off for vacation two (2) Friday – Monday combinations per year. The term “year” shall be defined as that period from January 6 of any year through January 5 of the following year. A Friday – Monday combination for prime time scheduling is defined as the scheduling of time off around a single weekend using less than 5 consecutive days. A vacation must be scheduled to use 5 or more consecutive days in a row to have it not count as a Friday – Monday combination. If the requested time off is in excess of 5 consecutive days, it does not count as one of the two permitted Friday - Monday combinations.

(f) If a vacation request comes in 24 hours or less in advance of the day requested it must be treated as low need, not a vacation request.

14.04 In the event of termination of employment of an employee covered by this Agreement who shall have been employed for more than six (6) months, the employee shall receive a pro-rata of earned vacation on a bi-weekly basis. In order to receive the pro-rated vacation benefits, an employee must provide two (2) weeks’ written notice to the Employer.

14.05 Permanent part-time employees shall earn and accumulate vacation on a pro-rated basis from the schedule set forth in Section 14.01 based on total compensated hours.

ARTICLE 15 - SICK LEAVE

15.01 (a) After completion of the probationary period, a permanent employee shall be entitled to utilize the sick leave she/he has accrued during that time.

(b) Full-time employees shall earn sick leave at the rate of four (4) hours per pay period to a maximum of thirteen (13) days per year. Sick leave shall be accumulated to a maximum of ninety (90) days. Sick leave shall be granted to employees during a period of illness or disability. After notification of termination has been given, no paid sick leave can be taken without verification of illness.
(c) Accrued sick leave may be used to care for an employee's ill or injured child as follows:

(1) During the first year of employment, an employee will be granted up to three (3) paid sick leave days per anniversary year for use to care for an employee's ill or injured child.

(2) Except as provided in subparagraph (1) of this Section 15.01(c), employees shall be eligible to use accrued sick leave per the provision of Minnesota law.

(3) Time taken shall be deducted from employee's unused sick leave time.

15.02 All permanent part-time employees will earn sick leave on the basis of four (4) hours of sick leave for each eighty (80) compensated hours.

15.03 Routine requirement of proof of illness shall not be made for payment of sick leave, except in the case of absence of three (3) consecutive days or more, or unless a pattern of sick leave is developed. Excessive abuse of sick leave will be grounds for disciplinary action.

15.04 An employee who is disabled due to an accident or illness requiring needed medical services during a scheduled vacation and who furnishes medical evidence of the disability may apply for use of sick leave for such time from the employee's sick leave account. The employee's vacation time shall not be charged for such days.

Requests for time off for visits to a health care provider must be made by the employee no less than twenty-four (24) hours in advance. If approved by the manager or supervisor, the time off will be charged against the employee’s sick time and shall not be counted against the employee as unscheduled time off.

ARTICLE 16 - FUNERAL/BEREAVEMENT LEAVE

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

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

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

16.03 Bereavement leave for those not included in the definition of family in this Agreement, but who have played a significant parental role in the employee's life, can be requested by an employee, with notice to the manager. An example might be an Aunt who raised the employee.

16.04 If days off are needed due to the death of a family member not listed in Section 16.01, they should be taken as vacation or unpaid time subject to the approval of the manager.

16.05 If the deceased relative's funeral or memorial service is at a distance requiring special travel in excess of 250 miles, an allowance of one (1) additional day may be allowed without loss of pay. Immediate family or household member shall include parent of the employee or spouse, the employee's spouse, sister, brother, son, daughter, brother or sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any member of household residing with the employee at the time of demise.

ARTICLE 17 - JURY DUTY

Employer will make available a jury duty program consistent with that offered to other eligible non-exempt employees of Allina Health Clinics and as amended from time to time.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 Illness and Disability Leave: A leave of absence without pay will be granted to employees for illness or disability, including pregnancy, for employees who have been employed for six (6) months or more, for a maximum period of twenty-four (24) weeks which includes any accrued sick leave. Employees shall be expected to use accrued vacation during any leave, after sick leave has been exhausted. However, an employee may retain up to forty (40) hours of vacation if an employee so chooses. Seniority and
benefits shall not accrue during the period of the leave of absence. At the start of such
disability leave, and as a condition of its continuance, the employee when requested
by the Employer, shall furnish the Employer with a physician's certificate certifying as
to the employee's inability to return to work because of such illness or disability. When
the employee is able to return to work, he/she shall obtain a physician's certificate
certifying (a) that the employee is able to return to work; and (b) that the employee
has been disabled or ill for the entire disability leave of absence. At the Employer's
option, the disability leave of absence may be extended. Length of service increments
shall continue to accrue during the period of the leave of absence.

18.02 Personal Leave: Personal leaves of absence are voluntary and will be scheduled with
the mutual agreement of the employee and the Employer. An employee on voluntary
personal leave will be required to exhaust accumulated vacation and personal holiday
time before leave without pay begins. The granting of such other personal leaves of
absence shall be made in a fair and consistent manner. Years of employment
increments shall continue to accrue. Upon agreement of the employee, Employer, and
Union, personal leave of absence may be mutually extended beyond the three (3)
month limitation.

18.03 Return from Leave of Absence:

(a) Illness and Disability - An employee returning to work from this type of leave
within twenty (20) weeks, measured from the date the employee actually
leaves work because of the illness or disability, will be returned to the
employee's pre-leave position.

(b) Personal Leave - An employee returning from a personal leave within forty-five
(45) calendar days, measured from the first day of the leave, will be returned to
the employee's pre-leave position. An employee who returns between the 46th
day and the 90th day, measured from the first day of the leave, will be returned
to the employee's pre-leave classification and regularly scheduled full-time
equivalency (FTE) status.

18.04 An employee on an approved personal leave may extend his/her group medical
coverage at employee's expense. For employees on medical leave, the Employer will
continue to pay Employer contribution toward medical coverage.

18.05 (a) The Employer agrees to grant necessary and reasonable time off without pay
to any employee designated by the Union for Union business for a period of
time not to exceed seven (7) working days per year, providing staffing needs
are met. For periods of more than one (1) day, the Union shall make every effort
to give the Employer two (2) weeks written notice. For periods of one (1) day
or less, the Union shall make every effort to give one (1) week written notice to
the Company. Except in unusual circumstances, the employee's supervisor will respond within three (3) days (not counting weekends) after receipt by the supervisor of the written union business request.

Union business days will not count collective bargaining days for 2 members from each site (their home site). It is the Union's choice as to the identity of these 2 members from each site. Additional members from clinics may be selected to serve on the bargaining team and may serve subject to patient care needs. If one or more committee members are denied, negotiations will take place on evenings or weekends if requested. Negotiation days for those members other than the two-per-site designees will count toward the 7 days per member allotment. A bargaining unit member who properly attends contract negotiation sessions will receive eight (8) hours of benefit credit for each day of negotiations where the employee would have been scheduled to work.

(b)  A separate union leave of absence provision shall apply to employees who have been elected to a formal union trustee or officer position. Such individuals may be off from work up to seven (7) working days per calendar year. Employees subject to this paragraph may request time off for union business as follows:

(1)  Request for union business days off may be submitted during the vacation sign up periods and will be granted ahead of any vacation request submitted for the same day.

(2)  Union business time off requests submitted outside of the two (2) vacation sign up periods described in paragraph “(a)” above, shall be granted or denied based upon the staffing needs as determined by the Employer. If the request for union business is denied, that employee requesting the union business days shall be placed at the top of the list of other employees who have had their vacation request denied. That request for a union business day will be considered prior to considering any additional denied vacation requests and will be granted if the Employer determines that additional time off can be granted. Except in unusual circumstances, the employee’s supervisor will respond within three (3) days (not counting weekends) after receipt by the supervisor of the written union business request.

ARTICLE 19 - TEMPORARY EMPLOYEES

19.01 A temporary employee is one who is hired as a replacement or for work designated at the time of hire for a limited period of time not to exceed six (6) months. In those instances where a temporary employee is hired to replace a permanent employee who
is on medical leave which goes beyond six (6) months, the Employer may request and shall receive approval from the Union to retain the employee on a temporary status until the end of the medical leave. All temporary employees who become permanent employees will be given credit for seniority from the date of hire.

ARTICLE 20 - EDUCATIONAL DEVELOPMENT

The Employer will make available to bargaining unit members the non-contract tuition reimbursement program, as amended from time to time.

ARTICLE 21 – BENEFITS

21.01 Medical Insurance - Full-time employees and permanent part-time employees shall be eligible for medical and dental coverage on the first of the month following completion of thirty (30) days of employment.

For purposes of this Section, full-time employees are defined as employees working thirty (30) or more hours per week and permanent part-time employees are those working at least twenty (20) hours per week but less than full-time. The Employer will offer the following health insurance plans and will make contributions to the premiums of those plans as more fully described below:

A. Allina First Plan

Employer will contribute the following amounts, calculated as a percentage of the premium, for the coverage option selected:

<table>
<thead>
<tr>
<th></th>
<th>Full-time employees</th>
<th>Part-time employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>90%</td>
<td>73%</td>
</tr>
<tr>
<td>Single plus child(ren)</td>
<td>85%</td>
<td>73%</td>
</tr>
<tr>
<td>Single plus spouse</td>
<td>85%</td>
<td>73%</td>
</tr>
<tr>
<td>Family</td>
<td>85%</td>
<td>73%</td>
</tr>
</tbody>
</table>

B. Allina Health Savings Plan

Employer will contribute the following amounts, calculated as a percentage of the premium, for the coverage option selected:

<table>
<thead>
<tr>
<th></th>
<th>Full-time employees</th>
<th>Part-time employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>85%</td>
<td>68%</td>
</tr>
<tr>
<td>Single plus child(ren)</td>
<td>80%</td>
<td>68%</td>
</tr>
</tbody>
</table>
Single plus spouse  80%  68%
Family            80%  68%

The employees will be offered the Allina First Plan design offered to SEIU/Allina Metro Hospital employees and to the extent administratively possible will have one person on the existing SEIU Healthcare committee. The employees may receive the Wellness Credit on the same terms as Allina Health’s other employees. Employer reserves the right to change insurance carriers and plans and to determine whether the plans will be fully insured or self-insured so long as the benefits of the replacing plan are reasonably comparable to the plan that is being replaced.

21.02  Life Insurance - The Employer will provide all full-time employees, upon completion of six (6) months service, a paid life insurance program in the amount of two (2) times the employee’s annual salary to a maximum of $50,000.

21.03  Dental Insurance - The Employer will make available to eligible bargaining unit members the same dental plan offered to other Allina Health employees and shall contribute to the premium rates as follows: Single – 100%; Single Plus One – 51%; and Family – 30%.

21.04  Medical Malpractice Insurance - Employer shall provide Medical Malpractice Insurance at its expense for employees in bargaining unit #18-RC-12886 (coverage will apply only to services performed or rendered on behalf of Allina Health).

21.05  Long Term Disability - Upon completion of six (6) months service, the Employer shall pay for, on behalf of all full-time employees, a long-term disability plan with benefits for sixty percent (60%) of the employee’s salary to a maximum of $30,000/year. Commencement of plan would occur ninety (90) days after disability documented.

21.06  Vision Plan - The current vision plan coverage shall be continued and shall include glasses at a discount through Beam Optical and contact lenses discount when purchased through Allina’s eye department at Allina’s cost.

21.07  Copies of all insurance plans and contracts will be provided to the Union.

ARTICLE 22 - SECTION 125/129 PLAN

22.01  The Employer will establish a Section 125/129 salary reduction plan, as it may exist from time to time, whereby eligible employees will have the opportunity to have specified amounts deducted from salary on a pre-tax basis for the purpose of paying health and dental premiums. Effective January 1, 2002 the Employer will make available to eligible
employees the opportunity to have specified amounts deducted from their salary for medical reimbursement and dependent care reimbursement accounts.

ARTICLE 23 - SECTION 401(k) PLAN

23.01 Bargaining unit members may participate in the Allina 401(k) plan and will receive matching contributions in the same manner as the other Allina employees. The current Allina match is $0.50 for every $1.00 contributed, up to a maximum match contribution of 2 percent of eligible compensation. Employees immediately vest 100% in any contributions and any match.

23.02 Employer will make an annual non-elective contribution of one-half (0.5) percent to eligible employees’ 401(k) accounts beginning on January 1, 2014 with first payout in 2015 in accordance with the terms of the Allina Health Retirement Savings Plan (Plan), including but not limited to eligibility, vesting, and distribution provisions.

ARTICLE 24 - MILEAGE REIMBURSEMENT

24.01 Employees may use personal cars when on business and mileage will be reimbursed at the currently approved IRS rate-per-mile. The date, location to and from, total number of miles and business purpose for each trip must be indicated on the expense report. Business travel between Allina locations does not require a business purpose.

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

ARTICLE 25 - GENERAL PROVISIONS

25.01 (a) If the Employer requires, suggests or in any way indicates the desirability or requirement of wearing apparel of a particular color or pattern or design or material, then the Employer shall furnish the same without cost to the employees or grant the employees a uniform allowance as provided below in subsection (c). Changes in uniform requirements shall be made prior to
December 1 to be effective on December 1. Any changes made after December 1 shall not be effective until the following December 1.

(b) Uniform allowance will be pro-rated for part-time employees. The uniform allowance for the period from the date of employment to the following November 30 shall be based on the number of hours the employee was hired to work. Uniform allowance for subsequent years (December 1 through November 30) shall be prorated based on the compensated hours the part-time employee accrued in the prior year of October 1 through September 30.

(c) Uniform allowance will be paid in the following amounts and provided annually on December 1, of each year.

<table>
<thead>
<tr>
<th>Clerical employees</th>
<th>$200.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other employees</td>
<td>$175.00</td>
</tr>
<tr>
<td>Casual employees</td>
<td>$ 25.00</td>
</tr>
</tbody>
</table>

(d) If an employee terminates during the month of December, seventy-five percent (75%) of the uniform allowance paid to the employee shall be repaid to Allina Health. If the employee terminates during the month of January, fifty percent (50%) of the uniform allowance for that year will be repaid to Allina Health.

25.02 Uniform allowance payments, for new hires, shall be provided in the following amounts:

<table>
<thead>
<tr>
<th>Month of Hire</th>
<th>Medical Receptionists</th>
<th>All Other Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>$183.34</td>
<td>$160.42</td>
</tr>
<tr>
<td>February</td>
<td>166.68</td>
<td>145.84</td>
</tr>
<tr>
<td>March</td>
<td>150.02</td>
<td>131.26</td>
</tr>
<tr>
<td>April</td>
<td>133.36</td>
<td>116.68</td>
</tr>
<tr>
<td>May</td>
<td>116.70</td>
<td>102.10</td>
</tr>
<tr>
<td>June</td>
<td>100.04</td>
<td>87.52</td>
</tr>
<tr>
<td>July</td>
<td>83.38</td>
<td>72.94</td>
</tr>
<tr>
<td>August</td>
<td>66.72</td>
<td>58.36</td>
</tr>
<tr>
<td>September</td>
<td>50.06</td>
<td>43.78</td>
</tr>
<tr>
<td>October</td>
<td>33.40</td>
<td>29.20</td>
</tr>
<tr>
<td>November</td>
<td>16.74</td>
<td>14.62</td>
</tr>
<tr>
<td>December</td>
<td>200.00</td>
<td>175.00</td>
</tr>
</tbody>
</table>

25.03 Clerical employees will follow the professional appearance/manner policy to be implemented by the Employer. The details of the policy may be discussed by the Labor Management Committee.

25.04 Employees will be allowed to receive and make emergency phone calls.
Health and Safety: Employees shall be paid for hours spent in safety committee meetings.

**ARTICLE 26 – LEAD EMPLOYEES**

Leads are bargaining unit Employees who are regularly assigned additional duties under the supervision and direction of a manager, which may include, but are not limited to the following:

(a) Direct and check the work of others.

(b) Participate in the orientation and/or training of Employees and provide feedback to management.

(c) Co-ordinate the workflow among Employees within the work area.

(d) Provide technical or functional direction and support to Employees.

(e) Inform management on the operational needs of the department.

Besides these duties, Leads must participate in the regular work of their classification within the department. Leads are not supervisors.

**ARTICLE 27 - GRIEVANCE AND ARBITRATION**

General Provisions

(a) Any claim of an employee arising out of the interpretation, application, or adherence to the terms or provisions of this Agreement or arising out of disciplinary and discharge actions taken by the Employer shall be subject to the Grievance and Arbitration Procedure.

(b) On a case by case basis, the time limits outlined in this Article may be extended by written mutual agreement of the parties as entered into between a Union Steward or Union Representative and Allina Health Human Resources or Allina Health Labor Relations.

(c) Any decision to be made by the Employer that is not actually issued within the time limits set forth in this Article for Steps One or Two, will be deemed to have been issued as a denial of the grievance effective on the deadline date and will be subject to appeal accordingly.
Only the Union or the Employer shall have the right to take a grievance to arbitration.

27.02 Grievance and Arbitration Procedure

(a) Pre-Grievance
The employee and/or Union Steward will discuss the alleged grievance with his/her manager in an attempt to resolve the issue. The parties will jointly agree to a time frame for a response. This pre-grievance process will not extend the time limits for filing a grievance unless otherwise agreed pursuant to this Article.

(b) Step 1 – Written Grievance
If the grievance is not resolved at Pre-Grievance, it must be submitted by a Union Steward or Union Representative, in writing, to Human Resources, with a copy provided by Human Resources to Allina Labor Relations. A written grievance shall include the Article and Section of the contract allegedly violated, the desired remedy or correction, and be signed and dated by a Union Steward and/or Union Representative.

In no case shall there be any consideration given to a grievance unless such notice is put in writing and submitted within fourteen (14) calendar days after the date of the occurrence giving rise to the grievance. A grievance relating to pay (wages, hours, vacations and days off, etc.) must be submitted in writing within thirty (30) calendar days after the payday for the period during which the grievance occurred. Failure to give such a notice shall be a permanent waiver of the rights to pursue such grievance.

Within fourteen (14) calendar days from receipt of the grievance, representatives from the Employer and the Union and the grievant(s) will meet and attempt to resolve the grievance. Within seven (7) calendar days after the date of the meeting, the Employer will issue a decision on the grievance to the Union Steward and/or Union Representative and the grievant attending the meeting. A copy will be provided by Human Resources to Allina Labor Relations.

(c) Step 2 – Appeal Hearing
If the grievance is not resolved at Step 1, it must be submitted for an appeal hearing, in writing, to Allina Labor Relations, by the Union Representative and/or the Union Steward. The appeal must be submitted to the Director of Allina Labor Relations within twenty (20) calendars days after receipt of the Step One decision. Within seven (7) calendar days from receipt of the appeal, representatives from the Employer and Union will agree to a date to meet to resolve the grievance. Within fourteen (14) calendar days after the date of the
meeting, the Employer will issue a decision in writing on the grievance to the Union Representative and/or Union Steward attending the meeting.

27.03 Arbitration and Mediation Procedure

(a) In the event the grievance is not resolved, either the Union or the Employer shall have the right to appeal the grievance to Arbitration. All disputes shall be filed with the Director of Allina Labor Relations within thirty (30) calendar days after receipt of the Employer's written decision.

The time limits in this Section (27.03) may be extended by mutual agreement to enlist the services of the Federal Mediation and Conciliation Service (FMCS). Any settlement reached as a result of the FMCS process is not final and binding unless mutually agreed to by the parties.

The selection of the Arbitrator shall be made through a request to the Director of Federal Mediation and Conciliation Service for a panel of seven (7) neutral arbitrators. This list will be limited to Arbitrators with their primary office in Minnesota or Western Wisconsin. The parties shall select the Arbitrator by alternately deleting one name until six (6) names have been eliminated and the one person whose name remains shall be the elected Arbitrator; the parties shall flip a coin to determine who strikes first.

By mutual agreement of the parties, the following alternative process for arbitration may be used:

The matter shall be referred to a Board of Arbitration. This committee will consist of one (1) member selected by the Employer and one (1) member selected by the Union. In the event this arbitration committee cannot agree to a resolution of such dispute or grievance within five (5) working days after their first meeting the two (2) arbitrators shall select a third member, who shall serve as impartial chairperson. If said arbitrators are unable to agree upon the selection of an impartial chairperson within three (3) working days, then either arbitrator may request the Director of Federal Mediation and Conciliation Service to appoint a panel of seven (7) neutral arbitrators. The arbitrators shall alternately delete names and the last name shall be the impartial chairperson.

Neither the Arbitrator nor the Board of Arbitration shall have authority to add to, subtract from or modify the terms and provisions of this agreement. The Arbitrator and the Board of Arbitration shall be confined to the issues raised in the written grievance and it shall have no power to decide any other issues.
The decision or award by the Arbitrator or the Board of Arbitration shall be in writing and shall be final and binding. The expenses of the Arbitrator or the Board of Arbitration shall be shared by the Employer and the Union equally.

ARTICLE 28 – SUPERVISORS

28.01 It is recognized by the parties to this Agreement that the Employer's present operation necessitates the utilization of working supervisors/coordinators. It is not the Employer's intent to utilize such working supervisors to dilute the bargaining unit.

ARTICLE 29 - NO CONFLICT WITH AGREEMENT

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

ARTICLE 30 - DISCIPLINE/DISCHARGE/TERMINATION

30.01 The Employer shall not discipline, discharge or suspend an employee without just cause. A written notice of discipline, discharge or suspension shall be given to the employee and a copy thereof sent to the Union.

30.02 Disciplinary suspensions shall not exceed fourteen (14) working days.

30.03 Employees must provide a two (2) week written notice of intent to quit. During the two (2) week period before an employee's separation, no sick leave shall be taken by the employee without verification of illness. This two (2) week notice period is intended to be a working period and therefore, previously approved vacations will not be considered part of the required notice. Employees who have previously approved vacation for days within the notice period will have the choice of taking the vacation and extending the working notice period to provide the required two (2) weeks, or working the two (2) weeks and foregoing the vacation during their notice period.

30.04 Investigative Suspensions. The Employer may suspend an employee without pay pending an investigation for no more than 7 calendar days. At the end of the 7 calendar days, the Employer must decide if they are going to discipline the employee or drop the issue.

30.05 Employees shall be notified of their right to have a Union steward present during a corrective action meeting. Request for Union representation shall be granted promptly so as not to delay corrective action or investigation. When an employee
declines Union representation, a Steward Waiver Notice must be provided to the employee and signed by the employee. A copy will be provided to the Union.

ARTICLE 31 - NO STRIKE; NO LOCKOUT

31.01 There shall be no strikes, picketing, or lockouts, of any kind whatsoever during the term of this contract. The prohibition against strikes, picketing and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance, arbitration provision of Article 27.

ARTICLE 32 - MANAGEMENT RIGHTS

32.01 Except as specifically limited by the express written provisions of this Agreement, the management of Allina Health and the direction of the working forces shall be vested solely and exclusively in Allina Health management. This provision shall include, but is not limited to, the right to hire; to determine the number of employees to be employed; to lay off employees; to assign and delegate work; to maintain and improve efficiency; to require observance of reasonable rules, regulations, and other policies; to discipline and discharge employees for just cause; to schedule work and to determine the number of hours to be worked; and to determine the methods and equipment to be utilized and the type of service to be provided.

ARTICLE 33 - COPE

33.01 The Employer agrees to deduct and transmit to the Union an agreed upon amount from the employee's wage for those employees who voluntarily authorize in writing that such contribution be made to COPE. However, this obligation will only arise if the Union can, at the outset of this Contract, demonstrate that ten percent (10%) of the employees in the bargaining unit have signed up for this COPE check off and this authorization shall be verified by the Union presenting written authorization submitted by those employees representing the initial ten percent (10%) requirement. Thereafter, each December the Union will be required to recertify that ten percent (10%) of the bargaining unit has agreed to the COPE check off and this recertification shall be handled in the same fashion by the Union presenting the signed authorization cards to the Employer. If either initially or in December of each year, the Union fails to confirm that it has achieved a ten percent (10%) check off percentage, the Employer will not be obligated to offer the COPE check off option. If a dispute occurs between the Union and/or Employer and any employee over the terms of this Section, the Union will hold the Employer harmless from any claim arising out of such dispute.
ARTICLE 34 - LABOR MANAGEMENT COMMITTEE

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

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

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

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

ARTICLE 35 - TERM

35.01 Except as otherwise provided herein, this Agreement will be in full force and effect from July 1, 2019, through and including June 30, 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 30, 2022, or June 30 of any year thereafter of its intention to change, modify or terminate this Agreement.
IN WITNESS WHEREOF, the duly authorized undersigned parties have hereunto fixed their signatures.

ALLINA HEALTH
By __________________________
Its Regional Director
Date 8/12/19

ALLINA HEALTH
By __________________________
Its Clinic Manager
Date 8/14/19

ALLINA HEALTH
By __________________________
Its Clinic Manager
Date 8/15/19

ALLINA HEALTH
By __________________________
Its Human Resources Director
Date 8/18/19

SEIU Healthcare Minnesota
By __________________________
Its Chief of Staff
Date ________________________

SEIU Healthcare Minnesota
By __________________________
Its Union Leader
Date 7/31/19

SEIU Healthcare Minnesota
By __________________________
Its Union Leader
Date 8/1/19

SEIU Healthcare Minnesota
By __________________________
Its Union Leader
Date 8/2/19
ALLINA HEALTH
By [Signature]
Its Labor Relations Counsel
Date 8-16-19

SEIU Healthcare Minnesota
By [Signature]
Its Union Leader
Date 8-16-2019

SEIU Healthcare Minnesota
By [Signature]
Its Union Leader
Date 8-16-19

SEIU Healthcare Minnesota
By [Signature]
Its Union Leader
Date 8-16-19

SEIU Healthcare Minnesota
By [Signature]
Its Intern Labor Organizer
Date Aug 4, 2019

SEIU Healthcare Minnesota
By [Signature]
Its Union Leader
Date 8/16/2019
SEIU Healthcare Minnesota

By

its

Date 8/6/119

SEIU Healthcare Minnesota

By

its

Date

41
Action Items

Subject and Agreed Language

The Union and the Employer agree to add a standing item related to notifying employees of job posting processes to monthly Labor Management Committee agenda with the goal of reaching an agreement by January 1, 2020.

The Employer will periodically provide education and training to leaders and employees to facilitate understanding of the practice and policy around mileage reimbursement, travelling and meal periods. The parties agree to discuss the frequency of the education and training at LMC.
LETTER OF UNDERSTANDING NO. #1

REVISED GUIDELINES FOR TEMPORARY STAFF

(a) Excess staff capacity that is less than eight (8) consecutive hours will not be reported, nor will an employee be given temporary assignments.

(b) When determining who will be given temporary assignments, Article 10.11 (b) of the contract will apply and employees will be assigned in reverse order of seniority.

(c) An employee in their probationary period will not be temporarily assigned.

(d) Once the schedule is posted at the clinic site, any additional time off requests will be given consideration due to excess staff.

(e) Excess staff may not be released prior to 48 hours before the start of the temporary shift.

(f) If a site is scheduled to receive an excess staff person, and determines on the arrival day that the employee is not needed, they will accept temporarily assigned staff and provide them with a minimum of four (4) hours of work. By mutual decision, the site/employee may agree to release the employee for the remainder of the day and the remainder of the shift may be used as VAD.

(g) If a site that has volunteered excess capacity finds that it is short staffed on the temporarily assigned day, it retains the right to pull temporarily assigned employees back to their home site. (Staffing ratio should be used as the guideline.)

(h) The receiving site is expected to accommodate scheduling issues related to:

Temporarily assigned employee’s regularly scheduled hours;

Daycare;
Second job;
Previously scheduled appointments; and
School.

The providing and receiving site supervisors will be accountable to communicate and resolve any of the above items.
(i) Employees who bus or ride share to their temporary location and who are required/volunteer for temporary assignments will be provided with transportation to and from the temporarily assigned site to their home site, at Aspen expense.

(j) Employees who are temporarily assigned will be reimbursed for mileage at the IRS rate.

(k) In determining temporary assignments, volunteers shall be solicited and offered a temporary assignment opportunity in order of seniority. If there are no volunteers, temporary assignments will be made in reverse order of seniority in conjunction with Article 10.11(b) of the contract.

(l) An employee may be required to be temporarily assigned outside of their qualified job classification and department and shall be paid in accordance with Section 7.03(b) of the contract. (i.e.: Family Practice to Family Practice) Supervising staff from the donating site will communicate with the receiving site any limitations as it may pertain to the individual’s practice.

(m) An employee assigned to a temporary assignment, who calls in sick and shows a pattern of doing so, may be required by the home site supervisor to provide a return to work slip.

MINNESOTA'S HEALTH CARE UNION
SEIU HEALTHCARE, CTW/CLC
By ____________________________
Its Chief of Staff
Date 7-29-19

ALLINA HEALTH
By ____________________________
Its DIR HR
Date 8-16-19
LETTER OF UNDERSTANDING NO. #2

Local 113 and Aspen Medical Group wish to create the procedure that will allow employees and the management of the laboratory and x-ray areas of Aspen Medical Group to consider other vacation scheduling options beyond what may be provided for in the contract.

(1) After the completion of the first vacation sign up period that is provided for in the new collective bargaining agreement, the Manager of the lab and imaging departments or management designee shall select a committee to consider whether to review the possibility of a different vacation scheduling system for the lab and imaging areas. The Manager of the lab and imaging departments or management designee shall have the complete discretion in designating who shall be on that committee. The committee will then discuss whether to consider the development of an alternative vacation scheduling system for lab and imaging. Any recommended change to the vacation system will be reviewed by the manager with a steward or business agent prior to a vote being held. Any new system developed by this committee must be mutually agreed to between the manager of the lab and imaging departments or management designee and the employee members of the committee otherwise it will not proceed as set forth below.

(2) If agreement is reached between the Manager of the lab and imaging departments or management designee and the employee members of the committee members discussed in paragraph (1) above, the revised vacation scheduling system shall be submitted to a vote by the employees covered by the collective bargaining agreement who are employed in the lab and imaging departments. If the majority of those employees voting vote to approve the new vacation selection process it will then be implemented for a trial period to be determined by the committee described in paragraph 1 above. If the majority of those voting vote against the new system it shall not be implemented and the contract’s existing vacation scheduling system shall apply. At the conclusion of the agreed upon trial period, the Employer or the Union may decide not to continue with a new system and if that occurs, the existing contract system for scheduling vacations shall apply.

MINNESOTA’S HEALTH CARE UNION
SEIU HEALTHCARE, CTW/CLC

By

Its Chief of Staff

Date 7-29-19

ALLINA HEALTH

By

Its DIR HR

Date 8-16-19
LETTER OF UNDERSTANDING #3

between

Allina Health

And

SEIU Healthcare Minnesota

Re: Urgent Care/Pager Issue at the former Aspen Clinics

This Letter of Understanding is between Allina Health ("the Employer") and SEIU Healthcare Minnesota ("the Union").

1. For purposes of this Letter of Understanding, the term "Aspen Labor Agreement" means the 7/1/13—6/30/16 collective bargaining agreement between the Employer and SEIU Healthcare Minnesota covering the former Aspen clinics.

2. For purposes of this Letter of Understanding, the term "Relevant Employee" shall mean an Urgent Care laboratory technician or radiologic technician covered by the Aspen Labor Agreement who, during a particular work shift, is required to carry a pager during their meal period, and who would be required to commence work in response to a page received during their meal period.

3. Effective February 1, 2014, a Relevant Employee (as defined in ¶2 above), shall – for purposes of Section 10.12 of the Aspen Labor Agreement – be considered on-call for their meal period during that particular shift.

4. A Relevant Employee who is on-call for their meal period during that particular shift will be paid an on-call rate equal to the applicable minimum wage rate per hour for their 30-minute meal period. If the Relevant Employee commences work during their meal period in response to a page, the Relevant Employee shall resume earning their regular wage rate for performing that work (but shall not receive pay at the on-call rate on top of pay for performing work). The Relevant Employee will be paid the on-call rate equal to the applicable minimum wage rate per hour for the balance of the 30-minute meal period taken after completing the duties that stemmed from the page.

5. The hours spent by a Relevant Employee on-call for their meal period shall be treated as compensated hours for purposes of vacation accrual, sick leave accrual, seniority, and progression towards the Relevant Employee’s next step increase. Notwithstanding the previous sentence, such on-call hours shall only impact a given benefit or purpose in a manner consistent with any and all applicable rules, standards, limitations, and/or caps for that particular benefit or purpose.
Agreed to:

Allina Health Clinic Division

By: [Signature]
Title: HR Manager
Date Signed: 8-16-19

By: [Signature]
Title: Labor Relations Counsel
Date Signed: 8-16-19

SEIU HEALTHCARE MINNESOTA

By: [Signature]
Title: Chief of Staff
Date Signed: 7-29-19
LETTER OF UNDERSTANDING #4

Between

Allina Health

And

SEIU Healthcare Minnesota

Re: Personal Holidays Clarification

Article 13 provides a certain number of personal holidays on January 1 of each year. This is prorated for new hires per the contract. The parties agree that a “day” will be defined as 8 hours. This will be prorated for new hires with 1 day being equal to 8 hours.

Agreed to:

Allina Health Clinic Division

By: [Signature]
Title: HR Manager
Date Signed: 5-6-19

SEIU HEALTHCARE MINNESOTA

By: [Signature]
Title: Chief of Staff
Date Signed: 7-29-19

By: [Signature]
Title: Labor Relations Counsel
Date Signed: 8-16-19
LETTER OF UNDERSTANDING #5

between

Allina Health (and its former Aspen clinics)

and

SEIU Healthcare Minnesota

SUBJECT: Transferring with Corrective Action

Allina Health and SEIU Healthcare Minnesota have agreed to language that outlines restrictions on employees' eligibility for transfers to new positions while in corrective action. The parties have agreed as follows:

- For an employee to be eligible to transfer, the last corrective action has to have been issued more than six (6) months prior to the application for transfer. Managers/Supervisors at their discretion may consider employees for transfer who have been issued corrective action less than six (6) months, but are not required to do so.

- If the most recent corrective action was issued more than six (6) months ago, the employee is eligible to transfer assuming they meet minimum qualifications as outlined in the posting per Article 7 – 7.0l(b). Being eligible does not guarantee the employee a job offer, as the normal contract posting process still applies.
Letter of Understanding #6

Between

Allina Health (and its former Aspen Clinics)

And

SEIU Healthcare Minnesota

Re: Service Lines/Vacation – Pilot Program

The following agreement outlines a Pilot program for the following service line departments: ENT, Allergy, Dermatology, Urology, OB/GYN, Podiatry, Orthopedics, Bariatrics.

Fall 2019 Vacation Bidding Period:

1. The employer will establish the number of people per service line who are not allowed off on any given day and make this information available to SEIU HCMN members in the form of a calendar for the bid period.
2. Employees will bid on vacation by job seniority within the service line. Employees will submit their vacation bids during the bid period and the employer will approve by the date outline in 14.03 (a).
3. The employer will maintain and publish the bid requests on the bid calendar for all to see throughout the bid period so that employees can adjust the change requests if desired within the bid period.
4. The service line supervisor will review vacation denials with the clinic site leader to see if clinic site coverage is available and the request may be granted.
5. If denials still exist, the service line supervisor will consider use of non-contract employees within the service line to grant vacation (within the floating guidelines for non-union employees to union clinics).
6. The employer shall keep the calendar up-to-date to indicate where vacation is available, including increased available days due to provider vacation and vacation give backs.

Scheduling Service Lines to cover vacations:

1. Schedules will be posted with employees given preference to their Home Clinic by seniority.
2. If employees are needed to float (with applicable float pay and mileage) in order to cover Vacations, the employer will first offer float shifts to employees by seniority. If there are no volunteers, employees in the service line will be scheduled to float in reverse order of seniority.
Vacation requests Outside of Bid Period:

Requested vacation submitted outside of the bidding period shall be granted on a first come first served basis, by seniority if multiple requests are received. Vacation coverage will be sought from:

1. The Service Line Union staff
2. The Clinic Site Union staff
3. Non-Union coverage (within the floating guidelines for non-union employees to union clinics)

The Employer and the Union agree to review and discuss the results of the pilot program at the January 2020 LMC. The parties will then meet to bargain whether to continue, modify or discontinue this pilot. If the parties have not reached an agreement by February 28, 2020 the pilot will be discontinued and this LOU will sunset as of that date.

AGREED:

ALLINA HEALTH

By [Signature]
Its: [Title]
Date 8-15-19

SEIU HEALTHCARE MINNESOTA

By [Signature]
Its: [Title]
Date 7-29-19

ALLINA LABOR RELATIONS

By [Signature]
Its: [Title]
Date 8-16-19
**Letter of Understanding**

Between

Allina Health (and its former Aspen clinics)

and

SEIU Healthcare Minnesota

Re: CBS I & II Job Classifications

Allina Health ("Allina") and SEIU Healthcare Minnesota ("SEIU") agree as follows:

1. Allina has created two new classifications which will be included in the bargaining unit represented by SEIU: the Central Business Specialist I and Central Business Specialist II job classifications.

2. The wage scale for the Central Business Specialist I position will mirror the Medical Receptionist wage scale plus 1 and a half percent (1.5%) across-the-board addition. Thus, the scale will be as follows:

<table>
<thead>
<tr>
<th>Start</th>
<th>1 Yr</th>
<th>2 Yr</th>
<th>3 Yr</th>
<th>4 Yr</th>
<th>5 Yr</th>
<th>6 Yr</th>
<th>7 Yr</th>
<th>8 Yr</th>
<th>9 Yr</th>
<th>10 Yr</th>
<th>12 Yr</th>
<th>15 Yr</th>
</tr>
</thead>
</table>

3. The wage scale for the Central Business Specialist II position will mirror the Referral Specialist wage scale plus 1 and a half percent (1.5%) across-the-board addition. Thus, the scale will be as follows:

<table>
<thead>
<tr>
<th>Start</th>
<th>1 Yr</th>
<th>2 Yr</th>
<th>3 Yr</th>
<th>4 Yr</th>
<th>5 Yr</th>
<th>6 Yr</th>
<th>7 Yr</th>
<th>8 Yr</th>
<th>9 Yr</th>
<th>10 Yr</th>
<th>12 Yr</th>
<th>15 Yr</th>
</tr>
</thead>
<tbody>
<tr>
<td>17.23</td>
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<td>18.51</td>
<td>19.11</td>
<td>19.47</td>
<td>19.97</td>
<td>20.44</td>
<td>20.84</td>
<td>21.34</td>
<td>21.87</td>
<td>22.08</td>
<td>22.52</td>
</tr>
</tbody>
</table>

4. All current Medical Receptionists will be moved into the CBS I classification and will be given credit for existing seniority and placed on their current wage step, and all current Referral Specialists will be moved into the CBS II classification and will be given credit for existing seniority and placed on their current wage step. Training will occur as needed.

5. The Medical Receptionist and Referral Specialist classifications will be eliminated.

6. On a non-precedent setting basis, employees who are currently leads in the Medical Receptionist or Referral Specialist classifications and become a CBS I or a CBS II will continue to receive a lead differential regardless of whether they perform lead duties as a CBS I or CBS II.
AGREED:

ALLINA HEALTH

By

Its

Date 10/29/18

SEIU HEALTHCARE MINNESOTA

By

Its

Date 10/29/18

ALLINA LABOR RELATIONS

By

Its

Date 10-29-18
## EXHIBIT A

### Wage Scales (2019-2021)

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