COLLECTIVE BARGAINING AGREEMENT

between

Minnesota Epilepsy Group, P.A.

and

SEIU Healthcare Minnesota

Effective
January 1, 2019
Through
December 31, 2021
Table of Contents

AGREEMENT .......................................................................................................................... 7

ARTICLE 1 - RECOGNITION .................................................................................................. 7
1.01. Representation .................................................................................................................. 7
1.02. No Contradictory Rule ..................................................................................................... 7
1.03. Employee Handbook ...................................................................................................... 7
1.04. Subcontracting ................................................................................................................ 7
1.05. Nondiscrimination .......................................................................................................... 7
1.06. New Classification of Title Change ................................................................................ 7
1.07. Successors ...................................................................................................................... 8

ARTICLE 2 - UNION SECURITY AND DUES DEDUCTION ....................................................... 8
2.01. Union Membership ......................................................................................................... 8
2.02. New Employees ............................................................................................................. 8
2.03. Dues Deduction ............................................................................................................. 9
2.04. Hold Harmless ............................................................................................................... 10
2.05. List of Bargaining Unit Employees ............................................................................... 10
2.06. Service Fee In Lieu Of Dues ......................................................................................... 10
2.07. Conscientious Objectors ............................................................................................... 10
2.08. Grievance-Arbitration Costs For Conscientious Objectors ........................................ 11
2.09. Termination Of Employees For Failure To Pay Union Dues Or Service Fees ............ 11
2.10. Committee on Political Education Contributions ......................................................... 11

ARTICLE 3 - UNION REPRESENTATION ............................................................................... 11
3.01. Stewards ....................................................................................................................... 11
3.02. Business Representative ............................................................................................ 12
3.03. Access To Facility ......................................................................................................... 12
3.04. Bulletin Boards ............................................................................................................. 12
3.05. Labor Management Meeting ....................................................................................... 12
3.07 Scheduling Meetings ..................................................................................................... 12

ARTICLE 4 - NO STRIKE OR LOCKOUT ................................................................................. 12
4.01. No Strike Or Lockout ................................................................................................... 12

ARTICLE 5 - MANAGEMENT RIGHTS ................................................................................. 13
5.01. Management Rights .................................................................................................... 13
5.02. Sale Or Discontinuance .............................................................................................. 13

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE ............................................... 13
6.01. Grievances .................................................................................................................. 13
6.02. Selection Of Arbitrator ............................................................................................... 14
ARTICLE 7 - SENIORITY

9.01. Definitions ........................................................................................................ 14
9.02. Seniority List ................................................................................................. 15
9.03. Loss Of Seniority ......................................................................................... 15
9.04. Reduction In Force .................................................................................... 15
9.05. Notice To Union Employee ....................................................................... 16
9.06. Recall Procedure ......................................................................................... 16
9.07. Reduction Other Than Layoff .................................................................. 16
9.08 Rehire in One (1) Year of Voluntary Resignation .................................... 17

ARTICLE 8 - JOB POSTINGS AND TRAINING

8.01. Vacancies ......................................................................................................... 17
8.02. Selection Of Qualified Individual ................................................................. 17
8.03. Competency Tests ....................................................................................... 18
8.04. Training .......................................................................................................... 18
8.05. New Employees ............................................................................................ 19
8.06. New Equipment Or New Procedures .......................................................... 19
8.07. New Hires ....................................................................................................... 20
8.08. Competency Retest ..................................................................................... 20
8.09 Training ........................................................................................................... 20
8.10 Registration ...................................................................................................... 20
8.11 Registration Wage Incentive ....................................................................... 21

ARTICLE 9 - HOURS OF WORK

9.01. Attendance At Meetings ............................................................................. 21
9.02. Definitions ..................................................................................................... 21
9.03. Basic Work Period ....................................................................................... 22
9.04. No Time Off In Lieu Of Overtime ............................................................... 22
9.05. Work Week Schedules To Conform - Notices ........................................ 22
9.06. Schedule Preferences ................................................................................ 22
9.07. Two Full Days Off ....................................................................................... 22
9.08. Scheduling of Consecutive Days .............................................................. 23
9.09. No Split Shifts ............................................................................................. 23
9.10. Guaranteed Hours ..................................................................................... 23
9.11. Flexible Schedules .................................................................................... 23
9.12. Posting of Schedules ................................................................................ 23
19.01. Employer Sponsored Staff Meetings/Inservice ....................................................... 38

ARTICLE 20 - EMPLOYEE PARKING ...................................................................................... 38
20.01. Employer Provided Parking. ...................................................................................... 38

ARTICLE 21 - HEALTH AND SAFETY ..................................................................................... 39
21.01. Statement of Purpose.................................................................................................... 39
21.02 Employee Responsibility. ............................................................................................. 39
21.03. Safety Committee......................................................................................................... 39

ARTICLE 22 - GENERAL PROVISIONS ............................................................................ ...... .40
22.01. Employee Evaluations. .............................................................................................. 40
22.02. Change In Job Descriptions....................................................................................... 40
22.03. Access To Personnel Records .................................................................................. 40
22.04. Agreement Supersedes All Past Practices And Benefits ........................................ 40
22.05. Patient Care Work. .................................................................................................... 40
22.06. Compensated Hours.................................................................................................. 41
22.07. Travel Reimbursement............................................................................................... 41

ARTICLE 23 – SEVERABILITY ........................................................................................ ......... 41
23.01. Effect On Agreement If Any Provision Held Contrary To Law .................................. 41
23.02. Obligation To Bargain If Any Provision Held Contrary To Law ................................ 41

ARTICLE 24 -TERM OF AGREEMENT ........................................................................... ........ .42
24.01. Term Of Agreement..................................................................................................... 42

APPENDIX “A” - SENIORITY LIST .......................................................................................... 43
APPENDIX “B” - WAGE SCALES ......................................................................................... 45
APPENDIX “C” - JOB CLASSIFICATION ............................................................................. 47
APPENDIX “D” - MEMORANDUM OF UNDERSTANDING ...................................................... 54
APPENDIX “E” - CHARGE EEG TECHNOLOGISTS DUTIES ................................................. 55
APPENDIX “F” – LETTER OF UNDERSTANDING .................................................................. 56
APPENDIX “G” - LETTER OF UNDERSTANDING .................................................................. 57
APPENDIX “H” - LETTER OF UNDERSTANDING .................................................................. 58
AGREEMENT

This Agreement made and entered into this 1st day of January 2019, by and between Minnesota Epilepsy Group, P.A. hereinafter referred to as the "Employer", and SEIU Healthcare Minnesota, hereinafter referred to as the "Union", (and its successors).

ARTICLE 1 - RECOGNITION

1.01. Representation.
The Employer agrees to and does hereby recognize the Union as the sole and exclusive representative of all full time and regular part time, temporary and casual EEG Technologists, EEG Associates, Recording Technicians, Monitor Technicians, and IGS Techs employed by the Employer at or out of its 225 Smith Avenue North, Suite 201, St. Paul, Minnesota facility; excluding all office clerical employees, professional employees, guards and supervisors as defined in the National Labor Relations Act (NLRB Case No.18-RC-15561

1.02. No Contradictory Rule.
The Employer agrees not to enter into any agreement or contract with any of its employees represented by the Union, who are in the classification as described in Section 1.01, either individually or collectively which changes or conflicts with any of the provisions, conditions or benefits of this Agreement unless mutually agreed to by the Union, Employer and employee in writing.

1.03. Employee Handbook.
Notwithstanding the provisions of Section 1.02, the policies and procedures set forth in the Employee Handbook shall apply to the employees in the bargaining unit to the extent the policies and procedures are not inconsistent with the specific provisions of this Agreement. In the event that the policies or procedures in the Employee Handbook conflict with any specific term of this Agreement, such term of this Agreement shall supersede the Employee Handbook.

1.04. Subcontracting.
There will be no subcontracting of bargaining unit work which would result in the loss of work to employees within the Bargaining Unit.

1.05. Nondiscrimination.
Nothing contained in this Collective Bargaining Agreement shall be construed to impair any of the rights of the Employer, Union or employees under the laws of the State of Minnesota. There shall be no discrimination on the part of the Employer in favor or against any employee because of his/her membership in the Union or because of his/her acting as an officer or in any other capacity on behalf of the Union or the Employer. Discrimination on the part of either the Employer or the Union because of any individual's age, sex, race, color, creed, national origin, religion, ancestry, political affiliation, marital status, disability, veteran status, sexual orientation, status with regard to public assistance, union participation, or on any basis prohibited by law, shall be prohibited.

1.06. New Classification of Title Change.
In the event that the Employer creates any new or changed classifications or titles that involve functions substantially similar in nature, character and scope to those performed, in whole or in part, by an EEG Technologist, the Employer shall notify the Union of the change or new position and the Employer and the Union agree to meet and negotiate as to whether such new
classification or title change will be included in the bargaining unit, and if so, how it shall be so included.

1.07. Successors.
In the event of any sale, purchase, merger or other transaction affecting the ownership of the Clinics and all Minnesota Epilepsy Group facilities, the Employer shall give notice to the Union and further, the parties shall meet and negotiate in good faith over the effects of any such transaction prior to the effective date of such sale, purchase, merger or other transaction. The Employer shall inform the other parties to the transaction of the existence of this Agreement. A seniority list current to the date of the transaction shall be provided to the purchaser. The purchaser of the Clinic shall not be considered a successor employer except as provided by applicable Federal labor law.

ARTICLE 2 - UNION SECURITY AND DUES DEDUCTION

2.01. Union Membership.
There is a Collective Bargaining Agreement between the Employer and SEIU Healthcare Minnesota, Minnesota's Health Care Union covering wages, hours of work and other terms and conditions of employment. The Collective Bargaining Agreement provides that the Union is the sole representative for the classifications of work for which the Employee is hired. After completion of (60) calendar days of employment, the Collective Bargaining Agreement provides each Employee with the following two choices.

1. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying an initiation fee and monthly dues.

2. Employees may choose not to become a Union member and pay an enrollment fee and monthly fees. These employees shall not be able to attend membership meetings or participate in contract negotiations.

2.02. New Employees.
At the time of employment, a new employee who shall be subject to this Agreement shall be informed of this by the Employer and the Union.

It is the Employee's responsibility and a condition of employment to ensure that payments to the Union are made on a timely basis. The Collective Bargaining Agreement provides that Employees may voluntarily elect to have Union dues and fees deducted from their checks and sent to the Union.

All employees covered by this Agreement who are now or may hereafter become members of this Union shall during the life of this Agreement, remain members of the Union in good standing as a condition of employment. "In good standing" for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee and standard regular dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Employees covered by this Agreement who elect not to become a Union member shall pay to the Union an enrollment fee in an amount equal to the standard initiation fee paid by the Employees who become Union members, and service fees equal to the standard dues paid by Union
members. This payment in no even shall exceed the regular Union dues paid by Union members working an equivalent number of hours.

Payments required by this section shall be made only after the Employee has completed sixty (60) days of employment. The fees required by both paragraphs shall be due and payable upon the sixty-first (61st) day of employment and must be paid within the first five (5) working days of the end of the first payroll period of each month.

Any employee electing to pay the enrollment fee and monthly service fee who is delinquent in making the payments required herein shall be terminated by the Employer. Termination shall occur within three (3) days after receipt of written notice from the Union to the Employer of such delinquency. The Union will send copies to the Employer of various warning notices sent to the non-member.

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

The Employer shall work with the Union to process dues and reporting of hours via media. The Union will provide the Employer with the percentage dues amount to be deducted on a per pay period basis, which will include minimums and maximum amounts of dues to be taken.

In the event that no wages are due the employee or that they are insufficient to cover the required deduction, the deduction for such month will nevertheless be made from the first wages of adequate amount next due the employee and will thereupon be transmitted to the Union.

The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union.

The Union will also send copies to the Employer of the various warning notices sent to the member pursuant to its present practice so that the Employer may take steps designed to keep the employee in good standing.

If the employee does not remain in good standing, as defined above, the Employer shall terminate the employee within three (3) days of the written notice to do so from the Union.
2.04. **Hold Harmless.**

No deduction shall be made that is prohibited by applicable laws. The Union will hold the Employer harmless from any claim arising out of deductions provided in this Article and the payment thereof by the Employer to the Union and pay for the cost if any, of defending any claim which was determined to be in violation of applicable laws, provided however, that the Employer shall be liable for any damages caused by a deduction which the Employer withheld contrary to the amounts required to be withheld by the Union.

2.05. **List of Bargaining Unit Employees.**

Employee List - Each pay period the Employer will send the Union a list with the following:

- **New Hires:** name, hire date, address, phone number, classification, rate of pay, social security number, number of hours worked per pay period.
- **Transferring Employees:** (this applies to employees transferring within the bargaining unit or transferring into or out of a bargaining unit position.) Name, social security number, date of job transfer, position the employee is transferring from and into, new hire information for those employees new to the bargaining unit.
- **Terminated Employees:** (from the bargaining unit) Name, termination date, classification and social security number.
- **Employees on Leave of Absence:** Name, date leave begins, date of return, and social security number.
- **Changes:** Name changes, address changes, phone number changes, changes in hours per pay period, change in classification, and any other changes affecting Union membership or dues, and changes in social security number.
- **Hourly Reports:** Monthly lists of all employees in the bargaining unit with actual hours worked by pay period, along with the name, social security number, and period the hours cover.
- **Seniority List:** One list of all employees in the bargaining unit by seniority with compensated hours and one list alphabetically to be sent two times per year—January and July.

- **Each Pay Period:** name, social security number, gross pay per pay period, and dues deduction amount.
- **Annually:** name, social security number, hire date, classification, wage rate, gross collective bargaining unit wages and total annual dues deducted.

2.06. **Service Fee In Lieu Of Dues.**

Any employee covered by this Agreement who elects not to become a Union member shall pay to the Union as a condition of continued employment a service fee equal to the standard monthly dues. Such payments and obligations shall be 'under the same conditions as apply to employees who join the Union.

2.07. **Conscientious Objectors.**

In view of the recently enacted Section 19 of the NLRA, both the Employer and the Union are desirous of complying with the terms thereof. Accordingly, 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 objections 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 provision of joining the Union or financially supporting it, is required, as a condition of continued employment, to pay to a nonprofit, charitable, nonsectarian organization, 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.

2.08. Grievance-Arbitration Costs For Conscientious Objectors.
Any employee who holds conscientious objections pursuant to Section 2.07 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.

2.09. Termination Of Employees For Failure To Pay Union Dues Or Service Fees.
Any employee who has elected to become a Union member or has elected to pay a service fee in lieu of such membership, who is delinquent in making the payments required herein shall be so informed by the Union of his/her delinquency in writing, a copy of which shall be concurrently provided to the Employer. If the employee has failed to pay the delinquent dues or service fees within fourteen (14) calendar days of his/her receipt of the final written notice from the Union, the Union shall furnish a written request to the Employer to terminate the employee. The Union shall also send to the employee a copy of its request for his/her termination on the same date. Thereafter, the Employer will terminate any employee covered by this Agreement fourteen (14) calendar days after its receipt of the Union's written request, unless within the fourteen (14) calendar day period the employee pays or tenders his/her delinquent dues or service fees to the Union.

2.10. Committee on Political Education Contributions.
The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota, COPE, a contribution per pay period, from the wages of those Employees who voluntarily authorized such contributions on the forms provided for that purpose by SEIU Healthcare Minnesota. These transmittals shall occur for each payroll period and shall be accompanied by a list of names of those Employees for whom such deductions have been made and the amount deducted for each such Employee.

ARTICLE 3 - UNION REPRESENTATION

3.01. Stewards.
The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, a job steward to handle such reasonable Union business during their routine at the facility where they are employed as may from time to time be delegated by the Union in connection with its collective bargaining relationship. Such stewards shall be, after notifying the Employer, allowed to leave their work station without loss of pay to investigate and resolve grievances, post Union announcements and notices, and transmit communications authorized by the Union to the Employer. Reasonable time shall be defined as fifteen (15) minutes. A steward shall be allowed a half-hour to provide orientation for new bargaining unit employees, to inform these new employees of the Union.

Within the first two weeks of employment the employer shall ensure the union steward and new member(s) shall have time to meet. This orientation shall be up to 30 minutes for one member and up to 1 hour for multiple members, at the sole discretion of the union steward.
3.02. Business Representative.
The Employer agrees to recognize the Business Representative of the Union as the proper authority to resolve with the Employer any controversy between the parties as to the meaning and application of the provisions of this Agreement.

3.03. Access To Facility.
The Business Representative shall be allowed access to all non-patient work areas during working hours to insure compliance with the provisions of this Agreement. The Business Representative shall make the effort to give the Employer's representative prior notice of any visit to the work site.

Designated bulletin boards shall be made available to the Business Representative or his/her designee for the purpose of posting Union business notices. These bulletin boards shall not contain any document which contains any disparaging remarks toward the Union, the Employer, or its employees.

3.05. Labor Management Meeting.
The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance which is in the best interest of the employees, the Union 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." If issues arise which cannot be resolved directly, the parties may mutually agree to use the services of FMCS.

3.06 Labor Management Committee.
The Labor/Management Committee shall be composed of equal parts; three from management and three from Union. Both parties shall meet on a monthly basis for the first six months at the beginning of the contract and bi-monthly for an additional six months thereafter. If mutually agreed upon, frequency of meetings may change at the one-year mark. Meetings shall be one hour in duration with rotating agendas between the Union and management with both parties input. Topics of Labor/Management meetings may be problems, concerns, suggestions, ideas, etc., related to the facility and the work force, all to promote a better work environment.

3.07 Scheduling Meetings.
Meetings will be held at a time and place agreed upon by both parties for the discussion and/or resolution of reasonable and appropriate subjects with the Employer's representatives and the Union's representatives in attendance. Notice of the desire to schedule such a meeting may be given by either the Employer or by the Union. Employees shall be on paid time to attend. The Employer and the Union shall each appoint a minimum of two (2) representatives to attend any meetings under this Article. Meetings will be set within twenty (20) days notification.

ARTICLE 4 - NO STRIKE OR LOCKOUT

4.01. No Strike Or Lockout.
During the life of this Agreement neither the Union nor any employee shall engage in any strike or work stoppage, nor will the Employer lock out the employees.
ARTICLE 5 - MANAGEMENT RIGHTS

5.01. Management Rights.
The management of the Minnesota Epilepsy Group, P.A. and the direction of the work force shall be in the sole discretion and the full responsibility of the Employer and except to the extent expressly abridged or limited by a specific provision of this Agreement, or modified by an agreement in writing executed by the parties, the Employer reserves and retains, solely and exclusively, all of its rights, functions and prerogatives of management, including, but not limited to, the right to direct the work force, to hire, suspend, discipline or discharge for cause, or to transfer, the right to relieve employees because of lack of work or for other legitimate reasons (consistent with the terms of this Agreement), and the right to determine the extent and manner in which the operation shall be run, the determination of work schedules, to establish reasonable rules, the determination of proper quality and reasonable work standards and the right to change, curtail, or discontinue methods or processes or to use new equipment, the right to subcontract in accordance with Section 1.04, the right to move or discontinue operations, the right to assign work, to schedule work, determine manning levels, promote, demote or lay off employees, to make arrangements for the safety and the health of employees, and otherwise to take such measures as the Employer deems necessary for orderly, safe, effective and efficient conduct of the business.

5.02. Sale Or Discontinuance.
Notwithstanding any provision in this Agreement to the contrary, it is expressly agreed and understood that the Employer shall have the right to sell or discontinue any operation, including but not limited to the EEG monitoring operation and to layoff or terminate any employees in such operation provided that the Employer shall provide the Union at least thirty (30) days (and if possible without jeopardizing the potential transaction, up to sixty (60) days) notice of such sale or discontinuance and any resulting layoff or termination of employees, and provided further that the Employer shall negotiate with the Union over the effects of such sale, discontinuance, layoff or termination.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

6.01. Grievances.
A grievance shall be any claim arising out of the interpretation of or adherence to the terms or provisions of this agreement. The steps in the grievance procedure are as follows:

STEP 1 - An employee having a grievance shall first take the matter up with the employee's immediate supervisor or the EEG Manager. The employee may choose to have a union steward present at this meeting.

STEP 2 - If the grievance is not resolved under STEP 1, it shall be reduced to writing, shall specify in detail the alleged violation of the contract including Article and Section numbers, and shall be submitted to the Employer within fourteen (14) calendar days of its occurrence. The Employer and the Union shall meet and attempt to resolve the grievance within ten (10) calendar days of the submission of the written grievance. Grievances shall be submitted via email to the Human Resources Manager, with copies to the Executive Director and the EEG Manager. If the Union and the Employer fail to meet within ten (10) calendar days of the submission of the written grievance, the grievance shall be considered denied, unless there is a written agreement between the Union and the Employer, specifically extending the time to meet. For the purposes of a grievance
regarding an alleged payroll error, other than a mathematical error, as described in Section 16.06, the occurrence shall be on payday.

STEP 3 - If the grievance is not resolved in STEP 2, the Union or the Employer may refer the matter to Arbitration. Any demand for arbitration shall be in writing and must be received by the Employer or the Union within fourteen (14) calendar days following the STEP 2 meeting.

6.02. Selection Of Arbitrator.
The Employer and the Union shall attempt to agree on a neutral Arbitrator who shall hear and determine the dispute. If no agreement is reached, the Arbitrator shall be selected from a list of seven (7) neutral Arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service.

6.03. Arbitration Award.
The award of the Arbitrator shall be confined to the issues raised in the grievance. The Arbitrator has no authority to add to, subtract from, modify, or change any contract term. The award of the Arbitrators shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral Arbitrator shall be divided equally between the Employer and the Union. The award of the Arbitrator shall be final and binding upon the Union, the Employer and the individual employee filing the grievance the Union. The award of the Arbitrator shall be final and binding upon the Union, the Employer and the individual employee filing the grievance.

ARTICLE 7 - SENIORITY

7.01. Definitions.

(1) Seniority - Seniority shall consist of the length of the years of service (date of hire) of an employee, within the job classification, which includes the employee's Level, except that an employee shall be deemed probationary in accordance with Section 7.01(3) below, and shall be deemed to have acquired seniority only following the probationary period, and such seniority shall be retroactive to the date of hire.

(2) Qualified - Except as otherwise provided, whenever used in this Agreement, "qualified" shall mean that the employee can perform the required duties of the job classification (including Level) under the degree of supervision normally given to employees in the job and to perform those duties safely and efficiently as determined either within the sole discretion of the Employer or in the alternative, the employee has successfully passed the Competency Test for the specific position.

(3) Probationary - A full time employee shall be deemed probationary during his/her first sixty (60) calendar days of employment, and a part time employee shall be deemed probationary during his/her first ninety (90) calendar days of employment and may, during said periods, be discharged at the sole discretion of the Employer. An employee shall be deemed to have acquired Seniority only following the probationary period, and at said time, the employee's Seniority shall be the date of hire. The probationary period may be extended an additional thirty-five (35) calendar days upon the mutual agreement of the Union and the Employer.
7.02. **Seniority List.**
The Seniority List showing Seniority of each employee as of the date specified in such list is attached to and made part of this Agreement as Appendix "A". An updated list will be mailed to the Union and posted annually. All dates on the Seniority List shall be conclusive unless protested through the filing of a written grievance in accordance with Article 6.

7.03. **Loss Of Seniority.**
An employee shall lose all seniority with the Employer and all rights under this Agreement upon the occurrence of any of the following:

(a) Resignation, or quitting by the employee for any reason.
(b) Retirement.
(c) Discharge for just cause.
(d) Layoff for more than one year.
(e) Absence from work for more than two working days without notifying the Employer in writing of a justifiable reason for absence within such period. In the event the employee does not notify the Employer, the employee must establish, to the Employer's satisfaction, that the employee was unable to contact the Employer during such period.
(f) Failure to report in answer to a recall from layoff.
(g) Failure to apply for re-employment within the statutory limitation after honorable separation from military service.
(h) Acceptance of wages or other compensation for services rendered for others, or accrual of income or potential income from self-employment during a leave of absence, other than a layoff unless disclosed and approved in the leave of absence request.
(i) Misrepresentation of the purpose of a requested leave of absence or failure to return at or prior to the expiration of a leave of absence.

7.04. **Reduction In Force.**
The parties recognize and accept the principle of seniority in all cases of reduction and restoration of forces. The following procedures shall be followed in a reduction of forces within each job classification.

(a) Probationary employees in the affected job classification shall be laid off in the order determined by the Employer.
(b) Any further layoff shall be in the inverse order of Seniority for a specific job classification, including the Level of the job(s) to be laid off.
(c) An employee who is laid off can exercise his/her Seniority, if any, in another classification for which (s)he is qualified, subject to the provisions of Section 7.01(2)
(d) In the event that an employee exercises his/her Seniority to move to another job In lieu of layoff, or accepts layoff under Section 7.04(e), and his/her former job opens up again, (s)he has the privilege, if (s)he has the Seniority required to return to his/her former job and shall be paid no less than the pay previously paid or the current applicable rate whichever is greater. In the event that the employee declines to return to his/her former job, (s)he shall forfeit his/her recall privilege. In the event that the employee's former position has been changed or modified and requires new or additional qualifications, (s)he will be considered for recall in the order of his/her seniority, if (s)he is qualified to perform the new or additional functions of the position.
(e) An employee who is designated for layoff shall have the right to take the layoff, without any penalty and retain his/her seniority and recall rights, subject to the provisions of Section 7.03.

7.05. Notice To Union Employee.
In the event of a layoff, the Employer shall give the Union and the employee(s) **thirty (30) days** advance notice.

7.06. Recall Procedure.
In recall of laid off employees, which shall be in the order of seniority, the Employer will notify each employee entitled to recall by a certified or registered letter addressed to him/her at his/her latest mailing address shown on the records of the Employer. Each laid off employee shall be responsible for maintaining on record with the Employer his/her proper mailing address. The return of a letter or notification as undeliverable, or the failure of the employee to report his/her availability for work within seven (7) days (exclusive of Saturday, Sunday and Holidays) after the mailing of the notice, or giving of other notification, or the failure of the employee to report for work within ten (10) days after such mailing or other notification, of the date of the recall specified, whichever is later, will result in termination of the employee's seniority as provided in Section 7.03(f).

7.07. Reduction Other Than Layoff.
In the event the Employer determines a need to reduce the number of employees scheduled on a particular unit and/or shift because of coverage and/or staffing needs, the following procedure will be used:

1. Voluntary absent days will be requested from employees on the affected unit and/or shift in accordance with staffing patterns established for that unit and/or shift by the Employer.

2. If the needed reduction is not accomplished by one (1) above, employees will be required to take absent days on the basis of seniority within the unit on the scheduled shift. Employees working extra shifts shall be required to take an absent day before any regularly scheduled full time or part time employee. If more than one employee is working an extra shift, overtime shifts shall be canceled first. If necessary, the work schedule may be changed to accommodate staffing needs. Example: four employees are scheduled for the day and evening shifts, two for days and two for evenings, and staffing needs require only three employees to cover the day and the evening shifts. One of the four employees will not work their scheduled shift in accordance with this article. At the direction of the EEG manager, or charge tech as designated by the EEG Manager, employees of both units scheduled to work on the shifts in which the reduction in staff will occur shall be asked in order of seniority if they wish to work a day/evening shift, such as 10:00 a.m. to 6:30 p.m. or 12:00 noon to 8:30 p.m. If no one volunteers for the day/evening shift, the shift will be assigned to the least senior qualified and cross-trained employee on either unit scheduled to work during the day or evening shifts.

3. All eligible employees shall continue to accrue the following benefits when requested to take voluntary or mandatory absent days or for hours lost while serving as a member of the Union Negotiating Committee: (a) sick leave, (b) vacation, (c) health insurance, (d) life insurance, (e) dental insurance, (f) salary increments, (g) seniority, (h) 401K/profit sharing, (i) disability insurance, (j) optical/vision insurance. In the event a full-time employee has his/her hours involuntarily reduced under Section 7.07(2) by more than a total of eight (8)
shifts within four (4) consecutive pay periods, the Employer will review the staffing needs and determine if layoffs are appropriate. Employee shall be given a ninety (90) minute notice of an absent day to be taken under the provisions of this section. If the employee does not receive at least a ninety (90) minute notice, the employee will be given the opportunity to work for a minimum of four (4) hours or receive four (4) hours pay in lieu thereof. Employees may use sick time, vacation time or take time off without pay for hours involuntarily reduced under Section 7.07(2).

7.08 Rehire in One (1) Year of Voluntary Resignation.
If an employee resigns her/his position with the employer and at a later time applies for a vacancy, (s)he will be considered for the vacancy only if(s)he is eligible for rehire, as determined by the employer. If the former employee is selected as the best candidate for a vacancy and has applied for the vacancy within one (1) year of her/his resignation, (s)he shall be paid as described in Appendix "B" of this contract for the level of the vacancy recognizing the previous year(s) of service with the employer. The rehire date, the date on which the rehired employee begins work, shall be her/his new seniority date.

ARTICLE 8 - JOB POSTINGS AND TRAINING

8.01. Vacancies.
All vacancies, as determined within the sole discretion of the Employer, in any classification within the bargaining unit covered by this Agreement shall be announced within 48 hours to the employees through written notices posted conspicuously on a bulletin board in order that employees may be given a chance to request to fill such vacancies. The posting shall identify the vacant position, location, Level, hours of work and shift and shall indicate how application must be made. The notice shall remain posted for at least five (5) days. The Employer will send a broadcast email to all bargaining unit employees as well as posting the notice. The review of bids and selection of the most senior qualified applicant shall be completed within seven (7) working days of the end of the posting period. The Employer may temporarily fill the position during the posting period by utilizing qualified employees who currently work less than 100% time, by seniority, and thereafter, by employing temporary or casual employees. If the Employer still requires additional coverage, it may offer overtime to qualified employees by seniority.

8.02. Selection Of Qualified Individual.
At the end of the posting period, the Employer shall review the applications for the position and shall select the most senior, qualified applicant. All applicants shall be given verbal notice (written notice available upon request) of the results of the selection process. The implementation of the selection shall become effective on the first day of the next payroll period following the date the posted position is available. If no qualified applicant applies for the position from within the bargaining unit, the Employer may seek applicants from outside the bargaining unit.

(1) Level I Vacancy. The EEG Associate Level I positions are entry level positions. However, in the event of a vacancy in any such position, it shall be posted to allow bidding by seniority for the open position based upon that position's hours and shift.

(2) Level II Vacancy. In order for an employee to be qualified to be promoted to a Level II position from a Level I position, the employee must be able to pass the Competency Test. Further, students from accredited programs and/or applicants with documentable previous
EEG experience can be hired as an EEG Associate Level II if (s)he can pass the Competency Test.

(3) Level III Vacancies. Level II employees who pass the Competency Test shall be eligible to assume the role of EEG Technologist Level III. A newly hired employee who has passed the written examination portion of the ABRET administered R.EEGT. Boards, or has graduated from an accredited EEG program, will be given the opportunity to pass the Competency Test.

(4) Level IV Vacancies. In order for an employee to be considered a Senior EEG Technologist Level IV - EEG, or a Senior EEG Technologist Level IV - IOM, the employee must previously have been trained and passed the Competency Test for such position. Newly hired employees, with documentable previous experience shall also be given opportunity to demonstrate competence as Senior EEG Technologist Level IV.

(5) Level V Vacancies. Employees who have demonstrated competence in both Level IV - EEG and Level IV - IOM shall be eligible to be considered Senior EEG Technologist(s) Level V.

(6) IGS Technician: In order for an employee to be considered for an IGS Technician position, the employee must have passed the Competency Test for Level I and meet the requirements of the Job Description for IGS Technician. Current Level I employees who bid into an IGS Technician position will train and complete competencies for IGS Technician and Level II position within twelve (12) months, or will be returned to Level I EEG Associate status.

(7) Senior EEG Technologist/Level IV CLTM: If an employee achieves his/her CLTM board certification and sustains that certification he/she will be considered a Level IV Tech.

8.03. Competency Tests.
Competency Tests shall be established for all Level II, Level III, Level IV, and Level V positions. Such Tests shall be actual performance and/or verbal and/or written tests and shall test the employee's ability to perform the functions of the position. Competency Tests shall be given by the EEG Manager, and may be observed by the Shop Steward or another bargaining unit employee at that same or higher Level than the Level being tested. The EEG Manager shall inform the employee of the employee's right to have or to not have a Shop Steward or other bargaining unit employee present during the administration of the test. The Union shall designate one observer who is a Level III employee and one observer who is a Level IV or Level V employee, each of whom shall remain observers for a twelve-month period, unless the employee leaves that Level for any reason.

8.04. Training.
Minnesota Epilepsy Group is committed to providing its' patients with state-of-the-art care and treatment for seizure disorders, in all disciplines. EEG technologists, to remain at the "cutting edge" of the field of electroneurodiagnostics will be consistently challenged to learn and apply new skills and technologies. EEG Management is committed to providing direction, resources, and acquired skill(s) to all the EEG staff as determined by EEG management. Acquisition, retention, refinement, and application of skills is the responsibility of the individual employee. Training opportunities will be posted and shall be granted in order of seniority. If the Employer
drops the Employee from a training opportunity they must be notified as to why within five (5) days of being dropped.

(1) All training shall be overseen by EEG Management. EEG Management, at its discretion, may assign specific training tasks to qualified EEG Technologists. Training for each Level may have a maximum period for the employee to be trained and pass the Competency Test for such position.

(2) During the Training period, the employee will perform all tasks and functions of the employee's current classification and such tasks and functions of the classification for which they are being trained, as determined by the EEG Management.

(3) Employees in training or any position may be required to work at times other than their normal shift or hours (including overtime) in order to receive training.

(4) Training of any employee shall at all times be secondary to patient care and technical care services as determined by the EEG Management.

(5) Training for all Levels shall consist of "on-the-job" and self-paced training, and such training shall be offered to the most senior qualified employees available at the time such training opportunities occur.

(6) Employees shall be able to use down time for training with supervisory or charge tech approval.

(7) Current Level IV and Level V employees are eligible to be trained to perform IGS services. There will be no more than three (3) Level IV and/or Level V in training or performing IGS services at any time.

(8) Image Guided Surgery (IGS) Training: The training period will be four (4) months. The initial training will consist of one (1) month of observation of surgical cases utilizing image guidance. After the first month, the trainee will progressively and more actively participate in IGS cases. The trainee will learn operation of IGS hardware and software, proper techniques for case set-up and breakdown, utilization of IGS applications, and appropriate patient interaction and education. Before the end of the training period, competency requirements will be evaluated in each of the modalities of IGS and related functions.

8.05. **New Employees.**
In the event a position remains vacant after the bidding procedure set forth in Article 8, the Employer may hire a new employee, who shall be classified at the Level of the vacant position.

8.06. **New Equipment Or New Procedures.**
In the event the Employer obtains or begins to use new equipment or establishes new procedures, the EEG Manager shall be trained and certified as qualified with the new equipment and/or procedure (which shall specifically include the Manager performing work on such new equipment or using such new procedures) before any employee receives Training for new equipment or procedure in accordance with Section 8.04.
8.07  **New Hires.**
Prior to any candidate being hired to a level II, III, IV or V position (s)he must demonstrate the
ability to pass competency test for that position.

All new Level I EEG Associates, hired after April 1, 2004, into a benefits eligible position, will, within
one (1) year of hire, be trained and meet the competency requirements to advance to a Level II
position or be terminated from employment. EEG Associates hired into a non-benefits eligible
position after April 1, 2004, will not be expected to meet the competency requirements for the
Level II position, unless the employee changes to a benefits-eligible position, at which time the
employee will have one (1) year to meet the competency requirements to advance to the Level II
position.

All new IGS Technicians, hired after July 1, 2004, into a benefits eligible position, will, within six
(6) months of hire, also be trained and meet the competency requirements for Level I position.
Also, the employee will, within eighteen (18) months of hire, be trained and meet the competency
requirements for Level II position. An employee who does not complete the competency
requirements for both Level I and Level II within the eighteen (18) months timeframe will be
terminated. IGS Technicians hired into a non-benefits eligible position after July 1, 2004, will not be
expected to meet the competency requirements for Level I or Level II, unless the employee
changes to a benefits-eligible position, at which time the employee will have six (6) months to
meet the competency requirements for Level I, and eighteen (18) months to meet the
requirements for Level II.

Training announcements for Level I, Level II and/or IGS Technician positions will be posted on
the employee bulletin board and handled in the same manner as described in Section 8.04 of this
contract.

8.08  **Competency Retest.**
In the event an employee fails a Competency Test to advance to a given Level, (s) he will be
given the opportunity to retake the Competency Test after an appropriate training period. During
this training period, the employee will continue to perform at their present Level. If (s) he fails the
Competency Test a second time, they will be granted another training period. A third failure of the
Competency will result in cessation of training for the purpose of advancement to the higher Level
for a period of six (6) months, after which time the employee may again begin training for
advancement to the higher Level.

8.09  **Training.**
(Except as required under the terms of this Agreement relating to training from Level 1 to Level 2.
, EEG Associates are required to acquire and maintain basic EEG knowledge). The Employer shall
not harass or force any Employee to train up to another level to avoid such harassment, all
Employees who are not required to train for another level or within any level, shall submit to a
signed written statement to any supervisor (not more than one (1) supervisor.)

8.10  **Registration.**
Any new Employee in the bargaining unit who accepts a position as a benefited Technologist
(Level III or above), will be required, as a condition of continued employment, to pass a national
board registration as administered by ABRET within three (3) years of the date of becoming a
Level III or above. Once attaining Registration, the new Employee shall get an additional fifty (.20)
an hour.
8.11 Registration Wage Incentive.
In addition to the wage scale, Employees who passed the ABRET EEG Board Exam prior to December 31, 2012 received a $.20 per hour wage increase. The Employee will be required to maintain their status as a Registered EEG Technologist to remain eligible for this wage increase. Effective January 1, 2013, no Employees who pass the ABRET EEG Board Exam after that date will receive this additional compensation. Employees who pass the ABRET CLTM Board Exam will receive a $1.25 per hour wage increase. The Employee will be required to maintain their status as a Registered CLTM Technologist to remain eligible for this wage.

ARTICLE 9 - HOURS OF WORK

9.01. Attendance At Meetings.
The Employer agrees to abide by all State and Federal laws referring to maximum and minimum rates of pay and any employees who are required to attend a meeting called by management shall be paid his/her regular straight time rate of pay for time necessarily devoted to such meeting, except when the non-flex time employee works more than 80 hours per two (2) week period or eight (8) hours in a work day, including time at meetings when their attendance is required, they will be paid in accordance with applicable law.

9.02. Definitions

(1) Full-Time Employees - Employees who regularly work eighty (80) hours during a two (2) week pay period shall be classified as full-time employees.

(2) Part-time Employees

(a) Employees who regularly work less than eighty (80) hours during a two (2) week pay period shall be classified as part-time employees.

(b) Regular part-time employees shall receive benefits (other than wages) on a pro rata basis, based upon their designated hours of work at the time of hire, or upon assignment to a vacancy. Employees may request that their designated hours of work, (percentage of full-time hours worked, i.e. 90%, 80%, etc.) be evaluated no more than every six (6) months and that the pro-rated percent shall be adjusted at six (6) month intervals to the closest five (5) percentile, based upon the average of hours actually worked during the previous six (6) month period prior to the date of the employee request.

(c) Regular part-time employees who regularly work less than forty (40) hours in a two (2) week pay period are not eligible to receive benefits, including but not limited to: vacation, sick leave, holiday pay or any insurance provided in Article 17.

(3) Casual/PRN Employees - Employees that work on an unscheduled, as needed basis, shall be classified as casual/PRN employees. In order for a casual/PRN employee to maintain their casual/PRN status, the employee shall work a minimum of (1) shift each month, unless such employee requests and is granted a personal leave of absence.

(4) Temporary Employees - Employees who are hired to temporarily fill a vacancy created by a regular employee’s leave of absence for any reason, for emergency purposes or as set forth in Section 8.01. No temporary employee shall be hired in a position until either:
(a) Regular employees on layoff status who are qualified as defined in Section 7.01(2) for the position are given the opportunity to assume those temporary duties on a temporary basis, and who shall be paid at the wage rate for the Level of the temporary duties, based upon years of service, or

(b) Current employees working less than 100% time, who would then work up to a maximum of 100% time are given the opportunity to assume those temporary duties on a temporary basis, as long as such current employee(s) fill the temporary vacancy. An employee who assumes any such temporary duties must be qualified as defined in Section 7.01(2) for such duties. If an employee elects to assume such temporary duties at a different Level from their current designated Level, they shall be paid at the wage rate, based upon years of service, at the wage rate of the Level of the temporary duties. At the end of the temporary period, all current employees who assumed any temporary duties shall resume working their previous regularly scheduled hours and position. Temporary employees shall be employed for a period not to exceed ninety (90) days. The Employer and the Union may agree that the Employer can employ an individual as a temporary employee for a period in excess of ninety (90) days.

9.03. Basic Work Period.
Except as provided in Section 9.11, the basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen (14) consecutive days). Employees who do not choose to work flex-time as provided in Section 9.11, shall have a regular work day of eight (8) hours. A non-flex-time employee required to work in excess of eighty (80) hours during said two (2) week period or in excess of eight (8) hours in any work day, shall be paid at one and one-half (1-1/2) times the employees’ regular rate of pay for all excess time so worked. Paid sick leave shall be considered as hours worked for calculating overtime, but paid time off for holidays worked, vacation hours, union business or any other paid time off shall not be considered as hours worked for overtime calculations.

9.04. No Time Off In Lieu Of Overtime.
Employees shall not be required to take time off in lieu of overtime pay.

9.05. Work Week Schedules To Conform - Notices.
Master work schedules in conformity with this Agreement shall be furnished to the Union upon written request.

9.06. Schedule Preferences.
In the event the Employer establishes a new Master Work Schedule, including any Monday through Friday shift, the Employer shall give preference to employees in accordance with seniority in the job, level of the position which is scheduled. Any employee who bids on a position in a new Master Work Schedule must be qualified for that position as defined in Section 7.01(2) at the time the employee bids for the position.

9.07. Two Full Days Off.
Employees scheduled to work every other Saturday and Sunday as part of their two-week work period shall have two (2) additional days off during that period. Employee preference for days off will be recognized by their supervisor whenever possible. Employees scheduled to work the third shift every other Friday and Saturday as part of their two-week work period shall have two (2) additional days off during that period.
9.08. **Scheduling of Consecutive Days.**
No employee shall be scheduled to work more than five (5) consecutive days in a two (2) week period unless the employee agrees to the schedule on a schedule-to-schedule basis.

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

9.10. **Guaranteed Hours.**
Employees who are scheduled to work and who come to work without receiving prior notice that no work is available, shall receive at least four (4) hours work or four (4) hours pay at the regular rate. The remaining hours of the shift will be unpaid unless the employee requests to use paid time such as vacation and/or sick time.

9.11. **Flexible Schedules.**
The Employer and an individual may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this section shall be subject to the following conditions:

(a) An employee shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The employee may limit agreement to specific types of flexible schedules. The Employer shall retain written documentation that the employee has agreed to a flexible work schedule and that the type of flexible schedule to which the employee has agreed. An employee electing to work a schedule under this section or the Employer may revoke such election by giving six (6) weeks written notice, or a period of time equal to the length of time normally covered by the Employer's posted schedule of work hours whichever is less.

(b) The basic work period shall be forty (40) hours per week. An employee shall be paid time and one half (1-1/2) for work in excess of forty (40) hours per week, rather than the overtime provision set forth in Section 9.03. Further, even though the total hours worked during a week may not exceed forty (40), an employee working in excess of his/her scheduled work day shall be paid at rate of time and one half (1-1/2) for all excess time so worked.

(c) Sick leave shall be accrued at a rate proportionate to that specific in Article 13 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 shall accrue at the rate proportionate to that specified in Article 12 for employees not working a flexible schedule and shall be granted in a manner to provide an employee an equal amount of calendar time off as provided in Article 12.

(e) Holiday pay shall be based on the number of hours regularly scheduled under the flexible schedule.

9.12. **Posting of Schedules.**

(1) Schedules shall be posted a minimum of two (2) weeks in advance of the employees scheduled work. Employees may trade scheduled work days subject to the approval of
the Employer. Once posted, if schedule changes subsequently become absolutely necessary by the employee for medical reasons or by the Employer, for operational needs it will be discussed by the parties involved in order to achieve a mutually agreed upon schedule change.

(2) The Employer shall post a sign-up sheet prior to the posting of the work schedule whereby employees may indicate availability for specific extra shifts within their classification. Extra shifts shall be granted on a seniority basis, first to part-time and casual/PRN employees on a non-overtime basis, and then to full-time employees. Extra shifts shall be granted as provided in this section before using temporary employees of outside employment agencies.

9.13. Wages For Hours Actually Worked When Employer Closes In Certain Circumstances. In the event that the Employer does not operate or closes down because of storm, breakdown of equipment, power failure, fire, flood, or because of circumstances beyond reasonable control, employees will be paid only for hours actually worked, provided however, an employee may use their accrued and available paid vacation or sick leave time to provide them with paid time off for any hours not paid under this Section. An employee requesting such paid time off must request it at the time (s)he is advised that the Employer is closing.

9.14. Wages For Hours Actually Worked In A Reduction In Force. An employee who is laid off due to a reduction in the size of the work force shall be paid only for actual hours worked during the week of the layoff and, employees hired or recalled from a layoff will be paid only for time actually worked. Notice of such layoffs will be provided in accordance with Section 7.05.

9.15. Rest Period. Employees will receive a rest period of fifteen (15) minutes during each four (4) hours of work. With the Manager's approval, or Charge Tech if a Manager is not available, an employee may combine their two (2) fifteen (15) minute breaks and receive a thirty (30) minute break or combine any break time with their thirty (30) minute lunch period.

9.16. Overtime Payment For Employees Unable To Take Rest Period. Employees who are unable to take any rest or meal periods due to patient care needs, as reported by a charge tech or approved by a supervisor, will be paid overtime for that period of time.

9.17. Meal Periods. Each employee scheduled to work a shift of six (6) continuous hours shall receive an unpaid meal period of thirty (30) minutes.

9.18. Scheduling Of Rest Periods At Discretion Of Management. Scheduling of breaks shall be subject to supervisory approval or charge tech coordination based upon patient care and work flow needs.

9.19. Designated Break Area. The employees shall have available a designated area, normally not available to patients, for break/meal periods. The Employer shall provide a separate break room for the Employees (subject to available space).
There shall be no pyramiding of premium pay including but not limited to overtime, holidays worked, shift differential, or any other form of premium pay. Example: An employee who works 9 hours on an evening shift would receive eight (8) hours of regular pay, eight (8) hours of evening differential pay, one (1) hour of night differential pay (due to working one hour into the night shift required by patient care needs) and 1 hour of overtime pay at the rate of one and one half (1 1/2) times the employee's regular rate of pay. Shift differential pay is not added to the employee's regular rate of pay to determine the base rate for the overtime calculation.

The Employer may designate a Charge Tech for any shift(s), it deems necessary. The Charge Tech shall be a Level III, (EEG Technologist) or higher classification and be able to perform the Charge Tech duties as described in Appendix "E". The Charge Tech is responsible for assessing the shift's workload and dissemination of tasks to members of the EEG staff. Consideration will be made for the time needed for the Charge Tech to perform these duties; however, the Charge Tech is still responsible for patient care during his/her shift.

(1) All employees who are Level III, or higher or are able to perform the Charge Tech duties as described in Appendix "E", shall be designated Charge Techs on an equal basis as possible, as averaged over a six (6) month period of time.

(2) In the event an employee calls in sick, or otherwise is unable to report to work for any reason, and such call in occurs in the shift immediately preceding his/her scheduled shift, the Charge Tech will be responsible to call in another qualified employee (as defined in Section 7.01(2)), to fill in for the absent employee for that next shift. If an absence call occurs two (2) shifts prior to the absence, the Charge Tech on duty at that time shall be responsible to call in another qualified employee and if a replacement is not found by the shift change the absence call will become the responsibility of the Charge Tech on the shift immediately preceding the absence. Before calling any other employee as described below, the Charge Tech shall have the option of volunteering him/herself to fill in for the absent employee.

(3) Minimum staffing for a shift on the St. Paul campus shall be considered 3, at least one of which must be a Technician (Level III) or above, unless otherwise specified by the EEG Manager for that shift. In a situation where an absence call would reduce staffing available for the next shift on the St. Paul campus below the acceptable minimum, and the Charge Tech does not want to volunteer himself/herself to work, the Charge Tech shall call qualified employees by first contacting part-time employees in order of seniority, who by working the fill-in time will then work up to a maximum of 100% time; second, by calling casual employees from the casual employee list; and finally regular full-time employees in order of their seniority, to request such individuals to fill in for the absent employee. If the day, evening or weekend shift Charge Tech is unable to contact any such qualified employee or the qualified employees all decline the opportunity to come to work on a fill-in basis, notwithstanding any other provision of this Agreement, the Charge Tech shall remain on duty for the entire next shift to fill in for the employee for the shift for which the employee called in sick or absent and shall receive overtime pay in accordance with Section 9.03. If the charge Tech is unable to find a qualified employee as described above, and is himself/herself not able to work this second shift due to an unexpected personal emergency (i.e. the unexpected illness of a child), then the least senior qualified employee shall be required to work that second shift and shall be so advised by the Charge Tech. In
the event the Charge Tech is required to work a second shift as described above, that
individual, in addition to overtime, pay, shall be credited with one (1) hour of paid time off
for future use under the same conditions as vacation, as set forth in Section 12.02(4).

(4) The duties and responsibilities for Charge Techs, in addition to their other duties, are set
forth in Appendix "E" to this Agreement.

All employees shall be scheduled to receive a minimum of twelve (12) hours off between shifts,
except where emergencies require otherwise or special employee requests.

9.23 Staffing Replacements.
The Employer within its sole discretion and based on its determination of appropriate staffing
needs, shall replace employees when they are on vacation, or on any leave of absence including
sick.

ARTICLE 10 - DISCIPLINE/DISCHARGE/TERMINATION

10.01. Discipline/discharge.
The Employer shall not discharge or discipline an employee without just cause. Disciplinary
suspensions shall be unpaid and shall not exceed three (3) scheduled working days. A written
notice of discharge, suspension or written disciplinary action shall be given to the employee and
a copy thereof sent to the Union. This section does not apply to Employees on probation.

10.02. Discipline/discharge.
It is the intent and desire of the Employer to provide a fair day's pay for a fair day's work; to
maintain safe and proper working conditions; to treat all employees fairly and without
discrimination; and to maintain normal level of discipline. However, in the event an employee
engages in conduct warranting discipline, the following procedure will, unless otherwise provided,
apply.

(A) The severity of disciplinary action will depend upon the nature of the offense, the past record
of the employee, and other circumstances involved.

(B) Offenses requiring disciplinary action appropriate for progressive discipline may be subject to
the following action, provided however, that depending on the circumstances the Employer
may skip any step in this process:

1st offense, Verbal Warning.
2nd offense, Written Warning.
3rd offense, suspension
4th offense, discharge.

(C) Written warnings and other disciplinary documentation shall be kept in an Employee's
personnel file. Employee may enter into the employee's personnel file a rebuttal to any
disciplinary documentation placed in his or her personnel file.

(D) Examples of offenses appropriate for progressive discipline, which warrant disciplinary
action, may include but are not limited to the following. It is specifically understood and
agreed that because the list is examples, the failure to list an offense, will not be the grounds for a grievance.

(1) Operating equipment without authority.
(2) Poor cooperation.
(3) Loafing; failing to attend to work or other abuse of time.
(4) Unsatisfactory work.
(5) Changing schedules without supervisor’s approval.
(6) Failure to maintain a neat, clean appearance; poor personal hygiene.
(7) Creating or contributing to unhealthy or unsanitary conditions, including littering.
(8) Smoking in a posted "no smoking area".
(9) Failure to wear identification badges at all times while on duty. Badges must be visible on the outermost garment: at chest level.
(10) Unsatisfactory attendance or tardiness in accordance with Minnesota Epilepsy Group Policies.

(E) Examples of offenses which shall warrant immediate discharge include, but are not limited to, the following. It is specifically understood and agreed that because the list is examples, the failure to list an offense, will not be the grounds for a grievance.

(1) Dishonesty or theft.
(2) Immoral conduct while on duty.
(3) Being under the influence of intoxicating beverage or narcotics while on duty or on the Employers grounds.
(4) Drinking alcohol or using narcotics, while on duty; possession of alcohol or narcotics while on duty or on the Employer grounds.
(5) Willful destruction of Employer’s patients’, fellow employees’, or public property.
(6) Insubordination including a refusal to obey a reasonable direct order, swearing at Supervisors or Managers.
(7) Falsification on records or employment applications.
(8) Sleeping on duty.
(9) Disorderly conduct, fighting, or attempting to fight on Employer’s or Hospital’s property or while on duty.
(10) Action on the part of any individual or group of employees to disrupt or intimidate fellow employees or to interfere with normal and efficient operations.
(11) Being discourteous to patients or other care team members.
(12) Gambling at work.
(13) Punching another employee’s time card or falsifying a time card.
(14) Conviction of a felony.
(15) Possession of weapons while on duty or on the Employers grounds
(16) Swearing or use of abusive or obscene language to patients, co-workers, supervisors, manager.
(17) Swearing or use of abusive or obscene language within earshot of proximity of patients.
(18) Sexual harassment.
(19) Leaving work station or work area without knowledge of the charge tech or Manager, or walking off the job.
(20) Creating a situation which leads to an unsafe care environment for patients or care team members.
(21) Patient abandonment
(22) Gross misconduct.
(23) Gross negligence.

10.03. Discipline/discharge.
Notwithstanding anything in this Agreement to the contrary, the Employer specifically reserves the right to skip any level of discipline depending on the nature of the offence and the Employee's work history.

10.04. Termination.
Employee notice of resignation: any employee who wishes to quit shall give the Employer fourteen (14) calendar days' notice in writing of intention to terminate employment. Failure to give the fourteen (14) days' notice will result in the employee forfeiting accrued vacation.
ARTICLE 11 – HOLIDAYS

11.01. Recognized Holidays.
The following days will be celebrated as holidays (9): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas, and one (1) floating personal holiday.

11.02. Holiday Pay.

(1) Full time employees:
All full-time employees who do not work the holiday shall receive pay equivalent to the number of hours of their normal work shift. Full-time employees who work on the holiday shall receive holiday pay at the rate of double time and one half (2 1/2) for all hours worked.

(2) Part-time employees:
(a) Pay for holidays worked: part time employees who work on the holiday shall receive double time and one half (2 1/2) pay for all hours worked.

(b) Pay for unworked holidays: part time employees shall receive a pro-rated amount of pay for unworked holidays based on their FTE (i.e. 90%, 80%, and 70%)

11.03. Holiday Occurrence.
If a holiday falls during an employee's vacation, such employee will nevertheless be paid the holiday benefit to which (s)he would otherwise be entitled.

11.04. Holiday Scheduling.
The Employer shall provide a sign-up sheet at least sixty (60) days prior to any holiday whereby all employees shall indicate whether they wish to work or not to work the holiday. Employees who fail to indicate whether they wish to work or not work on the sign-up sheet may be scheduled to work the holiday. A there are no volunteers or insufficient volunteers to work a holiday, all employees who have not volunteered to work the holiday and who are qualified and trained, will be scheduled to work the holiday in a rotation beginning in reverse order of seniority. Employees who have not volunteered to work a holiday, but were scheduled to work the holiday based on their seniority, will, solely for the purposes of the next holiday assignment, move to the top of the seniority list, so that no employee will be required to work consecutive holidays merely because they are less senior and all employees will be required to work holidays if there are not sufficient volunteers.

11.05. Actual Holidays.
Holidays as used in this Agreement shall be the actual date of the Holiday regardless of the date the holiday may be recognized by the State or Federal government.

11.06. Holiday Night Shift.
The holiday night shift shall be designated as the shift beginning on the day prior to the holiday at 7:00 p.m. and shall receive holiday pay as set for in Section 11.02. Night shifts which begin on a holiday at 7:00 p.m. and 11:00 p.m. shall be considered a regular shift and will not receive holiday pay.
ARTICLE 12 – VACATION

12.01. Amount and Calculation of Vacations.
Employees shall accrue vacation at the following rate:

(A) Zero through four (0 - 4) years of service: .0385 vacation hours for each hour worked for all employees working .5 FTE or more; that equates to eighty (80) hours vacation for full time employees.

(B) Five through eight (5 - 8) years of service: .058 vacation hours for each hour worked for all employees working .5 FTE or more; that equates to one hundred twenty (120) hours vacation for full time employees.

(C) Nine (9) or more years of service: .077 vacation hours for each hour worked for all employees working .5 FTE or more; that equates to one hundred sixty (160) hours vacation for full time employees, except that the four employees who had received four (4) weeks' vacation per year through December 31, 1996, shall continue to be eligible for four (4) weeks' vacation per year during the term of this agreement.

(D) For accrual purposes, the employee's anniversary date shall be the basis for determining years of service (e.g., an employee hired on February 1, 1993 would have one (1) year of service on February 1, 1994).

12.02. Vacation Period.

(1) Vacation may be taken after completion of the probationary period.

(2) Employee may carry over no more than the maximum they can accrue in accordance with the Employee Handbook.

(3) In granting vacations, it shall be done recognizing seniority and the needs of the facility. Vacation requests submitted by March 1 of each year shall be granted in order of seniority. Any request after March 1 will be granted on a first come, first-served basis. Vacation requests received by March 3, of each year shall be returned to the requesting employee by April 1 of each year either approved or not approved by the EEG Manager. Any request received after March 1 shall be returned to the requesting employee on the same day the schedule is posted for the period in which the date of the vacation request falls or within four (4) weeks of the date of the request, whichever is earlier, either approved or not approved by the EEG Manager.

All benefit eligible employees may be eligible to request up to four (4) scheduled work weekends off per calendar year, wherein they would not be required to find their own replacement, provided the employee submits a time off request for a scheduled work weekend a minimum of four (4) weeks in advance prior to the weekend in question and provided operational needs are sufficiently met. Upon approval of the employee's time off request, if deemed necessary by the EEG Manager, a notice will be posted seeking a voluntary replacement for the employee's weekend shift(s). The most senior qualified employee bidding on the weekend will be granted the said weekend shift(s).
All other vacation requests made after March 1 must be submitted at least two (2) weeks prior to the posting of the schedule, except benefit eligible employees who request a vacation that includes a weekend in which they are scheduled to work, shall inform the EEG Manager a minimum of four (4) weeks prior to the requested vacation, that their vacation includes a weekend in which they are scheduled to work. Upon approval of the employee's time off request, if deemed necessary by the EEG Manager, a notice will be posted requesting volunteers to work said weekend shift(s). If the requesting employee does not properly notify the EEG Manager that his/her vacation includes a weekend shift within the minimum four (4) week time requirement, the employee shall be required to work the weekend shift(s). If the EEG Manager has not posted the notice for the qualified volunteer(s) for the weekend shift within one (1) week of his/her receipt, as date stamped by him/her, the vacation request shall be considered approved. If the EEG manager knows that the staffing requirements of the weekend shift are such that the Employee need not find a volunteer(s) to work the shift, the Employee will be granted the vacation without the necessity of finding a volunteer(s) to work the shift.

(4) Vacation time can be used in hourly increments subject to scheduling and supervisory approval.
(5) Vacation time can be used as sick time subject to supervisory approval.

12.03. Illness - Disability During Vacation.
If an employee becomes ill or disabled during vacation and has accumulated sick leave, (s)he shall be paid sick leave upon written certification by licensed physician and shall receive unused portion of vacation at a later time.

ARTICLE 13 - SICK LEAVE

13.01. Rate of Accrual.
Employee shall be entitled to sick leave with pay for personal illnesses. Sick leave for full time employees shall be earned and accumulated at a rate of 2.46 hours per pay period. Sick leave for part time employees shall be earned and accumulated at a prorated rate based on their FTE (i.e. 90%, 80%, 70%; an example: an employee who works 80% would get 1.968 hours of sick leave 2.46 hours X 80% = 1.968). No employee shall have to find his/her replacement if (s)he calls in sick. With the Manager's approval, sick leave may be used for doctor/dental/vision checkups.

At the end of the calendar year, employees who have accrued in excess of eight (8) days sick leave, shall be paid a cash-out of sixty (60%) percent of unused sick leave in excess of the eight (8) days unless allowed as stated in 13.04(5). Such cash-out will be paid during the first (1st) quarter of the following year.

13.03. Use of Sick Leave.
Employees may only use sick leave which they have accumulated. No sick leave will be advanced to any employee. Sick leave may be taken in one (1) hour increments.

13.04. Sick Leave Policy.
(1) Sick leave is to be used when an employee is sick and unable to come to work. In addition, the Employer promotes the wellness of its employees and encourages employees to attend regular doctor/dental/vision checkups. Sick leave time may be used to attend such appointments.

(2) Employees will not lose benefits accrued before the leave, unless they are used during the leave. They will not accrue vacation time or other benefits while on leave.

(3) Employees will continue to be responsible to pay for employee portion of insurance premiums normally deducted from their payroll.

(4) The Employer reserves the right to request the employee to submit a licensed physician's verification of illness or injury after the third (3rd) day or when the Employer believes the employee has set a pattern.

(5) Sick leave can be carried over into the next calendar year but the carry-over from the prior year cannot exceed eight (8) days unless the employee had informed the management in writing, with 60 days' notice, that they are accruing sick leave for a necessary surgery then they can carry over up to 12 days of sick leave for only one (1) year. (i.e.an employee in August of 2018 finds out they have to have surgery on their leg in January 2019. At the end of December 31, 2018: they carry over up to 12 days of sick leave for the surgery in 2019. In December of 2019, they will only be able to once again carry over the eight (8) days of sick unless another surgery is required and a note from a doctor would be required stating this need of further surgery, then once again they can carry over up to 12 days of sick leave into 2020.)

(6) Unused sick time will not be paid upon termination of employment.

(7) Employees must call their supervisor or the on-call supervisor to report an illness and an inability to work in advance, according to the following schedule, to be eligible for sick leave benefits.

(8) Day shifts must call at least one hour prior to scheduled working time, except when the employee is unable to call as a result of conditions beyond his/her control.

(9) Evening shifts must call: at least three hours prior to scheduled arrival time, except when the employee is unable to call as a result of conditions beyond his/her control.

(10) Night shifts must: call at least four hours prior to scheduled arrival time, except when the employee is unable to call as a result of conditions beyond his/her control.

13.05. Attendance Bonus.
Employees who regularly work at least 50% (i.e. receive benefits as provided for in this Agreement), shall be eligible for an attendance bonus. Attendance bonuses will be provided biannually for the periods from January 1 through June 30, and July 1 through December 31. To be eligible, an employee must be at least a 50% employee during the entire six (6) month period. If an employee does not use any sick leave and has no unexcused absences during the six (6) month period, the employee shall receive an attendance bonus of $150.00. If the employee has used four (4) hours or less of sick leave or has four (4) hours or less of unexcused absences in the six (6) month period, the employee shall receive an attendance bonus of $75.00.
13.06. Sick Time Posting.
The employer shall provide sick hour balance on the employees pay statement every pay period along with the sick hours taken during that pay period.

ARTICLE 14 - LEAVES OF ABSENCE

14.01. Family Medical Leave Act.
The Employer will comply with the Family Medical Leave Act and all applicable State and Federal laws. The Employer shall continue to pay its portion of the health and dental insurance coverage for the first twelve (12) weeks of the leave of absence. The employee is responsible to pay the employee portion for the first twelve (12) weeks of the leave of absence.

14.02. Personal Leave.
The Employer may, within its sole discretion, grant a personal leave of absence for legitimate reasons and for a reasonable period of time. Legitimate reasons shall include but are not limited to parenthood leave, adoption leave, critical illness or death in the immediate family (spouse, parents, brothers, sisters and children), and education leave. With respect to leaves of absence granted in accordance with the Family Medical Leave Act, the Employer shall pay the Employer's portion of the health and dental insurance coverage for the first twelve (12) weeks of the leave of absence. Length of service increments and vacation benefits shall continue to accrue during the first fourteen (14) calendar days of such leave. When requested, the Employer will grant an unpaid leave to regular employees, with one year of service and who have worked at least 1250 hours, for a maximum of 12 work weeks to care for themselves or immediate family members when a serious health condition is present. (This leave may be offset by using sick and/or accrued vacation time).

14.03. Personal Leaves Within The Employer's Discretion.
Other than leaves of absence required by applicable State or Federal law, any leave of absence granted pursuant to Section 14.02 above, shall be granted solely within the Employer's discretion. In the event the Employer denies a request under this Section, the Employer shall provide the employee with a written explanation of the reason for the denial. There shall be no loss of seniority for any leaves of absence.

The employee has the responsibility to communicate with the Employer on a weekly basis to advise as to the status of the leave. Employees that have been on leave for thirty (30) days or more will be required to provide a fourteen (14) day written notice prior to returning to work. A physician's authorization allowing them to return to work is required for employees returning from medical leave of absence. The Employer will return the employee to their former position as long as the position remains open, or in the event the position's job requirements have changed or modified, the employee is qualified to perform the functions of the revised position.

14.05. Bereavement Leave.

(1) A leave of absence of five (5) days without loss of pay shall be granted to employees in case of death of spouse, domestic partner, child, or step child for the purpose of attending the funeral or memorial service of the deceased. Such leave shall include the day before, the day of and the day after the funeral or memorial service unless different days are agreed upon between the employee and the Employer.
(2) A leave of absence of five (5) days without loss of pay shall be granted to employees in case of death of parents, legal guardians, parents-in-law, grandparents, spouse's grandparents, grandchildren, siblings, stepparents, stepchildren for the purpose of attending the funeral or memorial service of the deceased. Such leave shall include the day before, the day of and the day after, the funeral or memorial service unless different days are agreed upon between the employee and the Employer.

An employee called to serve on jury duty shall be allowed time off by the Employer and shall be reimbursed for the difference between the amount paid for such service and his/her compensation for regularly scheduled work hours necessarily lost because of such services. Employees called to serve on a jury must notify their manager as soon as possible so a replacement may be found.

14.07. Bone Marrow Leave.
Employees undergoing a medical procedure to donate bone marrow are allowed up to forty (40) hours paid leave. A doctor's written statement verifying the purpose and length of leave is required prior to granting a leave.

ARTICLE 15 - UNIFORMS

15.01. Uniforms.
Employees in the bargaining unit are required to wear scrubs. The designated scrub color for MEG EEG staff is teal. If an employee is working in an OR and that OR's scrub color is other than teal, the employee may wear the scrub color for the OR.

Employees are responsible for purchasing their own teal scrubs. MEG will reimburse each new benefited Employee up to $135 for scrub purchase. MEG will reimburse each new PRN (casual) Employee up to $45 for scrub purchase. An additional reimbursement of up to $45 for scrub purchase will be issued to each benefited Employee on a yearly basis. Receipt of scrub purchase must be provided to the EEG Manager for employee to be eligible for reimbursement. This reimbursement will be added to a regular check and will not be taxed. New employees will be reimbursed on their next check. Employees are responsible for the care and condition of the uniforms. Employees may also wear mid-thigh white lab coats or a solid teal warm-up style lab coat with their scrubs.

15.02. Appropriate Dress.
Employees shall dress in a manner suited to the professional environment of the Minnesota Epilepsy Group, P.A. Appropriate dress means that employees shall at all times maintain a neat, clean and well-groomed appearance. Employees shall not wear inappropriate attire or footwear, including dirty, worn, frayed, holey attire or footwear. Employees must wear name tags, a lab coat or scrubs (as set forth in Section 15.01) and socks or hose during working hours.

ARTICLE 16 - WAGES

16.01. Minimum Wage Scale.
The minimum wage scale on increments for classification of work covered by this Agreement are contained in Appendix B.

16.02. Wage Increases.
Employees covered by this Agreement shall be paid in accordance with Appendix B, and employees shall receive step increases on the Employee's anniversary date.
16.03. **Shift Differential.**
Employees working the evening or night shift shall receive the following shift differential in addition to their regular base rate of pay:

- **Shift work, Evening differential:** $1.30 per hour worked.
- **Night differential:** $3.10 per hour worked.

16.04. **Charge Tech Premium.**
Employees who are assigned the responsibility of Charge Tech shall receive $1.65 per hour for each hour worked as Charge Tech.

16.05. **Pay Day/Pay Period.**
Definite paydays shall be established on a regular two (2) week period. Employer shall make paychecks available at 6:00 p.m. the day preceding the normally scheduled payday. Although paychecks might be received the day before the normally scheduled payday, paychecks cannot be cashed until the normally scheduled payday. Five (5) working days excluding Sunday shall be allowed the Employer to make up and distribute the payroll.

16.06. **Computations and Error Correction.**
An employee shall be permitted to know on what basis his/her pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of this total take home pay if requested. If the mistake is over fifty dollars ($50.00), it will be corrected within three (3) working days if the error is solely the mistake of the Employer. If the mistake is less than $50.00 it will be corrected in the next scheduled pay check. In the event of a payroll mistake in the Employee's favor, the Employer shall notify the Employee of the mistake and correct the payroll prospectively, provided however, that the Employer may request the Employee to refund the overpayment.

16.07. **Job Classification Descriptions.**
Descriptions of the duties and responsibilities for each job classification, including the Level and Stage for each current employee, are contained in Appendix "C". The Employer shall designate the job classification by Level and Stage for each current employee in the bargaining unit as of the effective date of this Agreement, and such level and Stage for each such employees shall be included on the Seniority list contained in Appendix "A". The Employer shall determine the job classification, Level and Stage of each current employee based upon either management's assessment of each employee's competency, measured against the duties and responsibilities set forth in Appendix "C" or the employee passing the Competency Test for the Level and Stage.

16.08. **Years of Service.**

1. Years of service shall be calculated on the total of all continuous, consecutive years of service. Employee wage increases will occur on their anniversary date of hire. For example: an employee with a hire date of June 28, 1998 will have (1) year of service on June 28, 1999 and on June 28, 2000 the employee will have (2) years of service.

2. Any employee who is promoted to a higher level or stage shall be eligible to receive pay increases to such higher Levels or Stages at that time, in accordance with the provisions of Article 8 and years of service shall be determined according to Section 16.08 (1).

3. There shall be no loss of seniority for any leaves of absence.
16.09. **Wages For Employee Who Transfers To Or Assumes A Lower Level Position.**
An employee who bids to a lower job, Level and Stage from their current job, Level and Stage for any reason available under the terms of this Agreement, including bidding for a vacant position or bidding as a result of a new Maser Work Schedule, may do so, but shall be paid at the wage rate, based upon years of service, at such lower job, Level and Stage.

16.10. **Experience Credit.**
The years of service calculation shall include previous EEG Technologist employment experience for newly hired employees. All full time (2080 hours) previous EEG Technologist employment experience that an employee has had will be recognized on a year for year basis. Part time previous EEG Technologist employment experience will be added together to arrive at full years (2080 hours) of service, (i.e. an EEG Technologist who previously worked in an EEG position for two years at 50% time, would receive one year of previous EEG Technologist employment experience credit). Previous EEG employment experience must be verified before experience credit will be used in the years of service calculation.

**ARTICLE 17 - INSURANCE BENEFITS**

17.01. **Hospitalization/Medical and Surgical Benefits.**
The Employer shall provide and pay seventy percent (70%) of the monthly rate toward single and family coverage for full time employees. Part time employees working twenty (20) hours or more per week, shall have a prorated amount paid for them.

17.02. **Dental Plan.**
The Employer shall provide and pay seventy percent (70%) of the monthly rate toward the single and family dental plan for all full-time employees. Part time employees working twenty (20) hours or more per week will pay a prorated amount.

17.03. **Short Term Disability.**
The Employer shall provide, at no expense to the employee, for full time and part time employees working twenty (20) hours or more per week, a short term disability plan that would begin on the first day of injury or the eighth (8th) working day of illness. The benefit is payable at sixty percent (60%) of weekly earnings to a maximum of $350.00 per week. The maximum duration is thirteen (13) weeks.

17.04. **Long Term Disability.**
The Employer shall provide, at no expense to the employee, for full time and part time employees working twenty (20) hours or more per week, a long-term disability plan that would begin after ninety (90) days of continued disability with a benefit of sixty percent (60%) of monthly earnings to a maximum of $6,000.00 per month. Payments would be paid until age sixty-five (65) or when the employee is able to return to work.

17.05. **401(K) Plan.**
The Employer shall provide for full time and part time employees working twenty (20) hours or more per week, a 401K plan which encourages employees to save for their retirement. Employees may contribute up to fifteen percent (15%) of their annual compensation and the Employer will match fifty percent (50%) of the first four percent (4%). Employees shall receive quarterly statements identifying changes in their plan balances.
Effective 1/1/20 those who leave the employer before the match will receive a match on their accrued contributions. Employees will not receive the match until the next funding date in March or whatever the date is when funding occurs.

17.06. **Life Insurance.**
The Employer shall provide, at no expense to the employee, full time and part time employees working twenty (20) hours or more per week, the cost of a life insurance plan providing $25,000.00 in coverage. Additional coverage is available at the employee’s expense.

17.07. **Flex Plan.**
The Employer shall provide, at no expense to the employee, a Flex Plan whereby employees can pay their portion of medical and dental premiums on a pre-tax basis. This may also be used for expenses related to dependent care or unreimbursed medical.

17.08. **Vision Plain.**
The Employer shall provide and pay seventy percent (70%) of the monthly rate toward the single and family vision plan for all full-time employees. Part time employees working twenty (20) hours or more per week will pay a prorated amount.

17.09. **Eligibility for Insurance Benefits.**
Employees shall become eligible to participate in the insurance benefit plans provided under the terms of this Agreement on the first day of the month following the employee's successful completion of his/her probationary period.

17.10. **Continuation/Modification of Insurance Plans.**
The Employer and Union agree and understand that the providers of the insurance benefits as set forth in this Article 17 may modify, change or terminate any benefits or increase the cost of such benefits from time to time. The Employer and the Union agree that the Employer shall continue to obtain insurance coverage benefits as set forth in this Article 17, assuming such insurance coverage benefits are available. The Employer and the Union agree that in the event any provider of insurance benefits under this Article 17 gives the Employer notice of any change in terms or cost of such benefits, the Employer shall promptly inform the Union of such proposed change and shall have the right to determine whether to continue coverage of the benefit(s) with the same or a different provider and the terms and costs of such coverage. The Employer shall make every effort to continue to obtain the terms of benefits as comparable to the current terms as possible. In making this determination, the Employer shall consider the total cost of such benefits. It is recognized however, that the total cost of such benefits may increase as a result of the increased cost to the Employer of any benefit provided in this Article 17. In the event that any change is made to any insurance benefit under this Section, the Employer, upon written request of the Union, shall meet with the Union at a mutually agreeable time and place to discuss and explain any changes to such insurance coverage.

**ARTICLE 18 - EDUCATIONAL DEVELOPMENT**

18.01. **Education Benefits.**
The Employer shall pay for any education or training program which it requires an employee to attend. If the employee requests to attend any other training or education program directly related to their profession and duties at Minnesota Epilepsy Group, P.A., (s)he shall submit a written request to the Employer. The Employer may approve or disapprove such request based on staffing and/or employer needs and shall also determine at that time what, if any, expenses it will
reimburse to the employee. In the event that the Employer approves a request under this Section, the Employer shall provide the employee, in writing, the amount of expenses it will reimburse the employee. In the event the Employer denies a request under this Section, the Employer shall provide the Employee with a written explanation of the reason for the denial.

18.02. EEG Registration.
The Employer shall pay in full the cost of EEG registration exams for all employees taking the exam for the first time. When travel is involved, reimbursement of travel related expenses is at the discretion of the Employer. If additional exams are required; the cost shall not be provided by the Employer.

18.03. Membership In Professional Organizations.
The Employer shall pay one yearly membership fee for full and part time employees for any one of the following professional organizations: ASET, METS or CSFT.

ARTICLE 19 - STAFF MEETINGS/INSERVICES

19.01. Employer Sponsored Staff Meetings/Inservice.
The Employer may schedule staff meetings and/or inservices which require mandatory attendance. If an employee participates in a mandatory staff meeting or inservice, then (s)he shall be paid in accordance with Article 9.03 of the contract. Any employee attending a mandatory staff meeting or inservice on his/her day off shall receive a minimum of two (2) hours pay.

ARTICLE 20 - EMPLOYEE PARKING

20.01. Employer Provided Parking.
The Employer shall provide and pay for surface lot parking for all bargaining unit employees who are regularly scheduled to work 40 or more hours per pay period, as long as surface lot parking is available to Employer. The Employer shall reimburse Casual/PRN employees for one (1) day of daytime parking per month when the employee submits a receipt for parking. Per hospital policy, the hospital ramps including the blue, yellow, green and red ramps are not approved for employee parking. In the event parking is no longer is available to the Employer, the Employer shall notify the Union.
ARTICLE 21 - HEALTH AND SAFETY

21.01. Statement of Purpose.
It shall be the policy of Minnesota Epilepsy Group that the safety of the employees, the protection of work areas, the adequate education and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibilities. The Employer is committed to a culture that reduces workplace exposures causing health effects and enhances overall safety and security in the workplace. Further, the Employer is committed to providing employees a work environment free from hostile, abusive and disrespectful behavior and will make reasonable effort to provide employees with safe and adequate equipment, working environment and facility.

21.02 Employee Responsibility.
It shall be the responsibility of all employees to cooperate in programs to promote safety for themselves and for the public including participation on committees and compliance with rules and behaviors to promote safety and a violence-free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures.

21.03. Safety Committee.
The Employer shall continue its quarterly Safety Committee with an EEG representative on the committee.

Any protective apparel that is required will be supplied to the employees at no charge.

21.05. Employee's Right to Know.
When the Employer receives notice that a facility in which Minnesota Epilepsy Group employees work is investigating a report that a dangerous or unhealthful, or potentially dangerous or unhealthful, condition is present on a particular site, the Employer shall contact all SEIU bargaining unit employees working at that site or affected areas and refer them to the appropriate investigative body.

21.06. Infectious or Contagious Disease.
When the Employer receives report of infectious or contagious disease, upon request of a Union Representative, the Employer shall meet promptly with the Union to determine what steps, if any, are necessary to safeguard the health and safety of workers and patients. When Minnesota Epilepsy Group has been notified that a worker represented by the Union may be at risk of exposure to an infectious agent or agents as a result of their work responsibilities that worker shall be informed of that risk and referred to Allina and/or Children's Hospital infection control policies, procedures and appropriate contacts.
ARTICLE 22 - GENERAL PROVISIONS

22.01. Employee Evaluations.
If the Employer uses a system of employee evaluation, such evaluations may be conducted on an annual basis or as soon as possible thereafter. The employee shall acknowledge such evaluation by signature to indicate that it has been reviewed by him/her and may add comments (s)he wishes to, the evaluation. Signature by an employee shall not be construed to mean that the employee either agrees or disagrees with the evaluation, but merely that it has been reviewed with them. Employee shall be given a copy of any evaluation of which they are subject.

22.02. Change In Job Descriptions.
Any proposed alterations in job descriptions, duties, responsibilities or functions shall be communicated to the Union in writing thirty (30) days prior to the proposed date of the implementation. If the Union does not object in writing to any proposed changes within thirty (30) days, the Union will waive any claims regarding such changes and such changes will become part of the job description. Upon the written request of the Union within the thirty (30) days, such alterations shall become the subject of negotiations. Should such negotiations result in impasse, the issues that impasse shall be submitted to arbitration as provided in the grievance procedure contained in this Agreement.

22.03. Access To Personnel Records.
Employees shall have the right to review and receive copies of their personnel file in accordance with Minnesota Statute §181.960 as well as any other rights provided for therein. Minnesota Statute §§181.963-181.965 permits employees to submit a written request to review their file once in every six (6) months. The Employer is required to permit the review within seven (7) days. The review may be scheduled any time during the Employer's normal operating hours and does not have to occur during the employee's normal working hours. The Employer has the right to be present through its representative during the review. The employee has the right to request a copy of the file and may be required to pay for the actual cost of making, compiling and mailing the copy. There are other provisions related to what documents constitute a personnel file and the removal or revision of information contained in the file. The Employer shall maintain a copy of the statute for review by any employee upon a prior request. Employee shall be given a written copy of any performance evaluation, documentation regarding performance, or disciplinary action which is being added to such file at the time such document is being added to the file.

22.04. Agreement Supersedes All Past Practices And Benefits.
This Agreement contains the entire understanding of the parities on all issues which were or might lawfully have been subject to collective bargaining, and this Agreement supersedes any and all prior agreements, understandings, policies, practices and/or procedures in effect as of the effective date of this Agreement, unless specifically incorporated into this Agreement by reference. This Agreement specifically supersedes any and all past practices (including any and all terms and conditions of employment) and benefits or privileges of employment which existed prior to the effective date of this Agreement. The terms of this Agreement may not be changed, altered or modified during its term, except by the express written agreement of the Employer and the Union.

22.05. Patient Care Work.
Notwithstanding any provision in this Agreement to the contrary, EEG Manager shall continue to be permitted to perform patient care and technical care services and related work on the same basis as they performed such work prior to the effective date of this Agreement. No employee
shall suffer a reduction in hours worked or failed to be recalled from layoff status to a regular position as a result of EEG Manager performing such work. Manager shall not perform bargaining unit work which precludes employees in the Training program, as set forth in Section 8.04, the opportunity to be trained in accordance with such Training program and provided further, that if there is at least twenty-four (24) hours or more time to call in a qualified Part-time employee, who will not work more than 100% in that pay period, such qualified employee(s) shall be given the opportunity to perform the necessary duties before an EEG Manager performs such duties.

22.06. Compensated Hours.
Compensated hours for vacation, holidays and sick leave and for collective bargaining meetings with Employer, shall be included in the calculation of benefits.

22.07. Travel Reimbursement.
Employees, other than casual/PRN, shall be reimbursed at the current IRS rate for mileage reimbursement for the difference, if any, in excess of their regular commuting distance to the facility to which they are scheduled to work, in commuting to a facility other than the facility they have been scheduled to work. Employees who are scheduled to work at more than one facility are not eligible for mileage reimbursement. If an employee is required to work at a different facility after beginning her/his shift, the employee shall be reimbursed at the current IRS rate for mileage reimbursement for the distance between the facility where the employee already began her/his shift and the facility where the employee completes her/his shift.

ARTICLE 23 – SEVERABILITY

23.01. Effect On Agreement If Any Provision Held Contrary To Law.
This Agreement is subject to the laws of the United States and the State of Minnesota. In the event that any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall remain in full force and effect.

23.02. Obligation To Bargain If Any Provision Held Contrary To Law.
In the event any provision is held or determined to be invalid, the Employer and the Union agree to meet and negotiate a substitute clause to replace the provision found invalid. The goal of the negotiations shall be to agree upon a clause which is legally binding and which captures as near as possible the intent of the original, invalid clause.
ARTICLE 24 - TERM OF AGREEMENT

24.01 Term Of Agreement.
This Agreement shall be effective on the 1st day of January, 2019 and shall remain in full force and effect from January 1, 2019, through December 31, 2021, and shall be renewed from year to year thereafter subject to reopening by either party upon ninety (90) days written notice to the other party prior to expiration date.

THE MINNESOTA EPILEPSY GROUP, P.A.

[Signature] 8/12/19
Deanna Dickens, M.D., President

MINNESOTA HEALTH CARE UNION,
SEIU HEALTHCARE MINNESOTA

[Signature] 7/18/19
Brenda Hilbrich, Chief of Staff

[Signature] 7/22/19
Kathleen Maron 7/22/19

[Signature] 7/22/19

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Date Hired</th>
<th>Job Classification Name</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laurie</td>
<td>Neske</td>
<td>08/12/1991</td>
<td>Senior EEG Technologist Level IV</td>
<td>$33.23</td>
</tr>
<tr>
<td>Jeremy</td>
<td>Wilson</td>
<td>06/28/1994</td>
<td>Senior EEG Technologist Level IV</td>
<td>$33.43</td>
</tr>
<tr>
<td>Christine</td>
<td>Buscher</td>
<td>10/23/1996</td>
<td>EEG Associate Level I</td>
<td>$19.09</td>
</tr>
<tr>
<td>Kristen</td>
<td>Wiensch-</td>
<td>01/28/1998</td>
<td>Senior EEG Technologist Level IV</td>
<td>$33.43</td>
</tr>
<tr>
<td></td>
<td>Stephens</td>
<td></td>
<td>Registered EEG Technologist Level III</td>
<td>$30.79</td>
</tr>
<tr>
<td>Stephanie</td>
<td>Thoe</td>
<td>03/18/1998</td>
<td>EEG Technologist Level III</td>
<td>$29.34</td>
</tr>
<tr>
<td>Julie</td>
<td>Bargel</td>
<td>05/30/2000</td>
<td>EEG Associate Level I</td>
<td>$19.09</td>
</tr>
<tr>
<td>Rita</td>
<td>Crenshaw</td>
<td>12/29/2000</td>
<td>EEG Associate Level I</td>
<td>$19.09</td>
</tr>
<tr>
<td>Devonda</td>
<td>Scott</td>
<td>10/23/2001</td>
<td>EEG Technologist Level III</td>
<td>$29.34</td>
</tr>
<tr>
<td>Mary</td>
<td>Sinn</td>
<td>10/30/2001</td>
<td>Senior EEG Technologist Level IV</td>
<td>$33.23</td>
</tr>
<tr>
<td>Brooke</td>
<td>Farland</td>
<td>12/18/2003</td>
<td>Senior EEG Technologist Level IV</td>
<td>$32.66</td>
</tr>
<tr>
<td>Katherine</td>
<td>Marano</td>
<td>09/07/2004</td>
<td>EEG Associate Level II</td>
<td>$21.29</td>
</tr>
<tr>
<td>Carol</td>
<td>Wells</td>
<td>11/07/2005</td>
<td>Registered EEG Technologist Level III</td>
<td>$30.79</td>
</tr>
<tr>
<td>Glenn</td>
<td>Livezey</td>
<td>10/16/2007</td>
<td>Senior EEG Technologist Level V</td>
<td>$35.06</td>
</tr>
<tr>
<td>Mohamed</td>
<td>Nuh</td>
<td>08/15/2009</td>
<td>EEG Technologist Level III</td>
<td>$26.77</td>
</tr>
<tr>
<td>Juana</td>
<td>Andrade-Rivera</td>
<td>11/08/2010</td>
<td>EEG Technologist Level III</td>
<td>$27.65</td>
</tr>
<tr>
<td>Tiffany</td>
<td>Graham</td>
<td>11/15/2010</td>
<td>EEG Technologist Level III</td>
<td>$27.65</td>
</tr>
<tr>
<td>Leah</td>
<td>Olsen</td>
<td>11/16/2010</td>
<td>EEG Technologist Level III</td>
<td>$27.65</td>
</tr>
<tr>
<td>Dung</td>
<td>Tran</td>
<td>01/24/2012</td>
<td>EEG Technologist Level III</td>
<td>$25.46</td>
</tr>
<tr>
<td>Zemenu</td>
<td>Wondmagegne</td>
<td>05/29/2012</td>
<td>Registered EEG Technologist Level III</td>
<td>$27.14</td>
</tr>
<tr>
<td>Abdusalam</td>
<td>Hussein</td>
<td>05/30/2012</td>
<td>Registered EEG Technologist Level III</td>
<td>$27.14</td>
</tr>
<tr>
<td>Abbey</td>
<td>Lachinski</td>
<td>08/06/2012</td>
<td>EEG Technologist Level III</td>
<td>$25.46</td>
</tr>
<tr>
<td>Gyaltsen</td>
<td>Norbu</td>
<td>01/28/2013</td>
<td>EEG Technologist Level III</td>
<td>$25.46</td>
</tr>
<tr>
<td>Mohamed</td>
<td>Mohamed</td>
<td>10/08/2013</td>
<td>EEG Technologist Level III</td>
<td>$26.77</td>
</tr>
<tr>
<td>Saeed</td>
<td>Roughani</td>
<td>07/15/2015</td>
<td>Registered EEG Technologist Level III</td>
<td>$25.42</td>
</tr>
<tr>
<td>Jose</td>
<td>Rodriguez</td>
<td>08/03/2015</td>
<td>Registered EEG Technologist Level III</td>
<td>$26.29</td>
</tr>
<tr>
<td>John</td>
<td>Watson</td>
<td>08/17/2015</td>
<td>EEG Technologist Level III</td>
<td>$24.61</td>
</tr>
<tr>
<td>Meagan</td>
<td>Welsel</td>
<td>10/12/2015</td>
<td>EEG Technologist Level III</td>
<td>$24.16</td>
</tr>
<tr>
<td>Ashley</td>
<td>Hofer</td>
<td>01/11/2016</td>
<td>EEG Technologist Level III</td>
<td>$24.16</td>
</tr>
<tr>
<td>Talia</td>
<td>Castano</td>
<td>04/25/2016</td>
<td>EEG Technologist Level III</td>
<td>$24.61</td>
</tr>
<tr>
<td>Shannon</td>
<td>Carroll</td>
<td>06/20/2016</td>
<td>EEG Technologist Level III</td>
<td>$23.75</td>
</tr>
<tr>
<td>Marvin</td>
<td>Gaye</td>
<td>04/24/2017</td>
<td>EEG Associate Level II</td>
<td>$17.67</td>
</tr>
<tr>
<td>Tanzim</td>
<td>Hossain</td>
<td>04/24/2017</td>
<td>EEG Technologist Level III</td>
<td>$23.31</td>
</tr>
<tr>
<td>Emily</td>
<td>Sande</td>
<td>05/22/2017</td>
<td>EEG Technologist Level III</td>
<td>$23.75</td>
</tr>
<tr>
<td>Jessica</td>
<td>McCall</td>
<td>08/21/2017</td>
<td>EEG Technologist Level III</td>
<td>$23.75</td>
</tr>
<tr>
<td>Chad</td>
<td>Hufkins</td>
<td>02/05/2018</td>
<td>EEG Associate Level II</td>
<td>$17.32</td>
</tr>
<tr>
<td>Name</td>
<td>Title</td>
<td>Date</td>
<td>Level</td>
<td>Rate</td>
</tr>
<tr>
<td>-----------------</td>
<td>------------------</td>
<td>------------</td>
<td>----------------</td>
<td>-------</td>
</tr>
<tr>
<td>Meloney Nash</td>
<td>EEG Technologist Level III</td>
<td>02/26/2018</td>
<td>$ 23.75</td>
<td></td>
</tr>
<tr>
<td>Sonia Wurzer</td>
<td>Registered EEG Technologist Level III</td>
<td>02/27/2018</td>
<td>$ 30.59</td>
<td></td>
</tr>
<tr>
<td>Gilbert Ombachi</td>
<td>EEG Associate Level II</td>
<td>03/05/2018</td>
<td>$ 17.67</td>
<td></td>
</tr>
<tr>
<td>Brian Weiss</td>
<td>EEG Technologist Level III</td>
<td>03/05/2018</td>
<td>$ 29.34</td>
<td></td>
</tr>
<tr>
<td>Saveth Sok</td>
<td>EEG Technologist Level III</td>
<td>03/19/2018</td>
<td>$ 25.05</td>
<td></td>
</tr>
<tr>
<td>Lao-Toua Vang</td>
<td>EEG Associate Level II</td>
<td>06/12/2018</td>
<td>$ 17.32</td>
<td></td>
</tr>
<tr>
<td>Matthew Weitzel</td>
<td>EEG Associate Level II</td>
<td>06/18/2018</td>
<td>$ 17.32</td>
<td></td>
</tr>
<tr>
<td>Emma Burt</td>
<td>EEG Associate Level II</td>
<td>07/09/2018</td>
<td>$ 17.32</td>
<td></td>
</tr>
<tr>
<td>Jeneca Baker</td>
<td>EEG Associate Level I</td>
<td>09/17/2018</td>
<td>$ 15.17</td>
<td></td>
</tr>
<tr>
<td>Brianna Halverson</td>
<td>EEG Associate Level II</td>
<td>09/17/2018</td>
<td>$ 17.32</td>
<td></td>
</tr>
<tr>
<td>Kimberly Carter</td>
<td>Senior EEG Technologist Level IV</td>
<td>10/01/2018</td>
<td>$ 31.93</td>
<td></td>
</tr>
<tr>
<td>Renee David</td>
<td>EEG Associate Level II</td>
<td>12/14/2018</td>
<td>$ 17.67</td>
<td></td>
</tr>
<tr>
<td>Samantha Zinniel</td>
<td>EEG Associate Level I</td>
<td>01/15/2019</td>
<td>$ 15.53</td>
<td></td>
</tr>
<tr>
<td>Sydney Simmons</td>
<td>EEG Associate Level II</td>
<td>01/23/2019</td>
<td>$ 17.32</td>
<td></td>
</tr>
<tr>
<td>Raquel Willis</td>
<td>EEG Associate Level I</td>
<td>01/30/2019</td>
<td>$ 15.17</td>
<td></td>
</tr>
</tbody>
</table>
## APPENDIX "B" – WAGE SCALES
JANUARY 1, 2019 – DECEMBER 31, 2021

**EEG ASSOCIATE: LEVEL I**

<table>
<thead>
<tr>
<th>Years</th>
<th>1/1/2019</th>
<th>1/1/2020</th>
<th>1/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>$15.63</td>
<td>$16.10</td>
<td>$16.50</td>
</tr>
<tr>
<td>1 Year</td>
<td>$16.00</td>
<td>$16.48</td>
<td>$16.89</td>
</tr>
<tr>
<td>2 Years</td>
<td>$16.37</td>
<td>$16.86</td>
<td>$17.28</td>
</tr>
<tr>
<td>3 Years</td>
<td>$16.72</td>
<td>$17.22</td>
<td>$17.65</td>
</tr>
<tr>
<td>4 Years</td>
<td>$17.09</td>
<td>$17.60</td>
<td>$18.04</td>
</tr>
<tr>
<td>5 Years</td>
<td>$17.45</td>
<td>$17.97</td>
<td>$18.42</td>
</tr>
<tr>
<td>6 Years</td>
<td>$17.82</td>
<td>$18.35</td>
<td>$18.81</td>
</tr>
<tr>
<td>7 Years</td>
<td>$18.19</td>
<td>$18.74</td>
<td>$19.21</td>
</tr>
<tr>
<td>8 Years</td>
<td>$18.55</td>
<td>$19.11</td>
<td>$19.59</td>
</tr>
<tr>
<td>9 Years</td>
<td>$18.92</td>
<td>$19.49</td>
<td>$19.98</td>
</tr>
<tr>
<td>10 Years</td>
<td>$19.26</td>
<td>$19.84</td>
<td>$20.34</td>
</tr>
<tr>
<td>12 Years</td>
<td>$19.66</td>
<td>$20.25</td>
<td>$20.76</td>
</tr>
</tbody>
</table>

**EEG ASSOCIATE: LEVEL II**

<table>
<thead>
<tr>
<th>Years</th>
<th>1/1/2019</th>
<th>1/1/2020</th>
<th>1/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>$17.84</td>
<td>$18.38</td>
<td>$18.84</td>
</tr>
<tr>
<td>1 Year</td>
<td>$18.20</td>
<td>$18.75</td>
<td>$19.22</td>
</tr>
<tr>
<td>2 Years</td>
<td>$18.57</td>
<td>$19.13</td>
<td>$19.61</td>
</tr>
<tr>
<td>3 Years</td>
<td>$18.94</td>
<td>$19.51</td>
<td>$20.00</td>
</tr>
<tr>
<td>4 Years</td>
<td>$19.30</td>
<td>$19.88</td>
<td>$20.38</td>
</tr>
<tr>
<td>5 Years</td>
<td>$19.67</td>
<td>$20.26</td>
<td>$20.77</td>
</tr>
<tr>
<td>6 Years</td>
<td>$20.04</td>
<td>$20.64</td>
<td>$21.16</td>
</tr>
<tr>
<td>7 Years</td>
<td>$20.40</td>
<td>$21.01</td>
<td>$21.54</td>
</tr>
<tr>
<td>8 Years</td>
<td>$20.78</td>
<td>$21.40</td>
<td>$21.94</td>
</tr>
<tr>
<td>9 Years</td>
<td>$21.16</td>
<td>$21.79</td>
<td>$22.33</td>
</tr>
<tr>
<td>10 Years</td>
<td>$21.51</td>
<td>$22.16</td>
<td>$22.71</td>
</tr>
<tr>
<td>12 Years</td>
<td>$21.93</td>
<td>$22.59</td>
<td>$23.15</td>
</tr>
</tbody>
</table>

**IGS TECHNICIAN: LEVEL III**

<table>
<thead>
<tr>
<th>Years</th>
<th>1/1/2019</th>
<th>1/1/2020</th>
<th>1/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>$21.79</td>
<td>$22.44</td>
<td>$23.00</td>
</tr>
<tr>
<td>1 Year</td>
<td>$22.23</td>
<td>$22.90</td>
<td>$23.47</td>
</tr>
<tr>
<td>2 Years</td>
<td>$22.66</td>
<td>$23.34</td>
<td>$23.92</td>
</tr>
<tr>
<td>3 Years</td>
<td>$23.10</td>
<td>$23.79</td>
<td>$24.38</td>
</tr>
<tr>
<td>4 Years</td>
<td>$23.53</td>
<td>$24.24</td>
<td>$24.85</td>
</tr>
<tr>
<td>5 Years</td>
<td>$23.98</td>
<td>$24.70</td>
<td>$25.32</td>
</tr>
<tr>
<td>6 Years</td>
<td>$24.41</td>
<td>$25.14</td>
<td>$25.77</td>
</tr>
<tr>
<td>7 Years</td>
<td>$24.85</td>
<td>$25.60</td>
<td>$26.24</td>
</tr>
<tr>
<td>8 Years</td>
<td>$25.28</td>
<td>$26.04</td>
<td>$26.69</td>
</tr>
<tr>
<td>9 Years</td>
<td>$25.72</td>
<td>$26.49</td>
<td>$27.15</td>
</tr>
<tr>
<td>10 Years</td>
<td>$26.15</td>
<td>$26.93</td>
<td>$27.60</td>
</tr>
<tr>
<td>12 Years</td>
<td>$26.68</td>
<td>$27.48</td>
<td>$28.17</td>
</tr>
</tbody>
</table>

**EEG TECHNOLOGIST: LEVEL III**

<table>
<thead>
<tr>
<th>Years</th>
<th>1/1/2019</th>
<th>1/1/2020</th>
<th>1/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>$23.56</td>
<td>$24.27</td>
<td>$24.88</td>
</tr>
<tr>
<td>1 Year</td>
<td>$24.01</td>
<td>$24.73</td>
<td>$25.35</td>
</tr>
<tr>
<td>2 Years</td>
<td>$24.46</td>
<td>$25.19</td>
<td>$25.82</td>
</tr>
<tr>
<td>3 Years</td>
<td>$24.88</td>
<td>$25.63</td>
<td>$26.27</td>
</tr>
<tr>
<td>4 Years</td>
<td>$25.35</td>
<td>$26.11</td>
<td>$26.76</td>
</tr>
<tr>
<td>5 Years</td>
<td>$25.80</td>
<td>$26.57</td>
<td>$27.23</td>
</tr>
<tr>
<td>6 Years</td>
<td>$26.22</td>
<td>$27.01</td>
<td>$27.69</td>
</tr>
<tr>
<td>7 Years</td>
<td>$26.68</td>
<td>$27.48</td>
<td>$28.17</td>
</tr>
<tr>
<td>8 Years</td>
<td>$27.12</td>
<td>$27.93</td>
<td>$28.63</td>
</tr>
<tr>
<td>9 Years</td>
<td>$27.57</td>
<td>$28.40</td>
<td>$29.11</td>
</tr>
<tr>
<td>10 Years</td>
<td>$28.03</td>
<td>$28.87</td>
<td>$29.59</td>
</tr>
<tr>
<td>11 Years</td>
<td>$28.48</td>
<td>$29.33</td>
<td>$30.06</td>
</tr>
<tr>
<td>13 Years</td>
<td>$29.04</td>
<td>$29.91</td>
<td>$30.66</td>
</tr>
<tr>
<td>15 Years</td>
<td>$29.63</td>
<td>$30.52</td>
<td>$31.28</td>
</tr>
<tr>
<td>17 Years o</td>
<td>$30.22</td>
<td>$31.13</td>
<td>$31.91</td>
</tr>
</tbody>
</table>
### REGISTERED TECHNOLOGIST: LEVEL III REG.

<table>
<thead>
<tr>
<th>Years</th>
<th>1/1/2019</th>
<th>1/1/2020</th>
<th>1/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>$24.83</td>
<td>$25.57</td>
<td>$26.21</td>
</tr>
<tr>
<td>1 Year</td>
<td>$25.28</td>
<td>$26.04</td>
<td>$26.69</td>
</tr>
<tr>
<td>2 Years</td>
<td>$25.73</td>
<td>$26.50</td>
<td>$27.16</td>
</tr>
<tr>
<td>3 Years</td>
<td>$26.18</td>
<td>$26.97</td>
<td>$27.64</td>
</tr>
<tr>
<td>4 Years</td>
<td>$26.63</td>
<td>$27.43</td>
<td>$28.12</td>
</tr>
<tr>
<td>5 Years</td>
<td>$27.08</td>
<td>$27.89</td>
<td>$28.59</td>
</tr>
<tr>
<td>6 Years</td>
<td>$27.50</td>
<td>$28.33</td>
<td>$29.04</td>
</tr>
<tr>
<td>7 Years</td>
<td>$27.95</td>
<td>$28.79</td>
<td>$29.51</td>
</tr>
<tr>
<td>8 Years</td>
<td>$28.41</td>
<td>$29.26</td>
<td>$29.99</td>
</tr>
<tr>
<td>9 Years</td>
<td>$28.85</td>
<td>$29.72</td>
<td>$30.46</td>
</tr>
<tr>
<td>10 Years</td>
<td>$29.30</td>
<td>$30.18</td>
<td>$30.93</td>
</tr>
<tr>
<td>11 Years</td>
<td>$29.77</td>
<td>$30.66</td>
<td>$31.43</td>
</tr>
<tr>
<td>13 Years</td>
<td>$30.31</td>
<td>$31.22</td>
<td>$32.00</td>
</tr>
<tr>
<td>15 Years</td>
<td>$30.91</td>
<td>$31.84</td>
<td>$32.64</td>
</tr>
<tr>
<td>17 Years o</td>
<td>$31.51</td>
<td>$32.46</td>
<td>$33.27</td>
</tr>
</tbody>
</table>

### SENIOR EEG TECHNOLOGIST: LEVEL IV

<table>
<thead>
<tr>
<th>Years</th>
<th>1/1/2019</th>
<th>1/1/2020</th>
<th>1/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>$27.11</td>
<td>$27.92</td>
<td>$28.62</td>
</tr>
<tr>
<td>1 Year</td>
<td>$27.57</td>
<td>$28.40</td>
<td>$29.11</td>
</tr>
<tr>
<td>2 Years</td>
<td>$28.05</td>
<td>$28.89</td>
<td>$29.61</td>
</tr>
<tr>
<td>3 Years</td>
<td>$28.50</td>
<td>$29.36</td>
<td>$30.09</td>
</tr>
<tr>
<td>4 Years</td>
<td>$28.96</td>
<td>$29.83</td>
<td>$30.58</td>
</tr>
<tr>
<td>5 Years</td>
<td>$29.44</td>
<td>$30.32</td>
<td>$31.08</td>
</tr>
<tr>
<td>6 Years</td>
<td>$29.91</td>
<td>$30.81</td>
<td>$31.58</td>
</tr>
<tr>
<td>7 Years</td>
<td>$30.39</td>
<td>$31.30</td>
<td>$32.08</td>
</tr>
<tr>
<td>8 Years</td>
<td>$30.84</td>
<td>$31.77</td>
<td>$32.56</td>
</tr>
<tr>
<td>9 Years</td>
<td>$31.31</td>
<td>$32.25</td>
<td>$33.06</td>
</tr>
<tr>
<td>10 Years</td>
<td>$31.78</td>
<td>$32.73</td>
<td>$33.55</td>
</tr>
<tr>
<td>11 Years</td>
<td>$32.25</td>
<td>$33.22</td>
<td>$34.05</td>
</tr>
<tr>
<td>13 Years</td>
<td>$32.89</td>
<td>$33.88</td>
<td>$34.73</td>
</tr>
<tr>
<td>15 Years</td>
<td>$33.54</td>
<td>$34.55</td>
<td>$35.41</td>
</tr>
<tr>
<td>17 Years o</td>
<td>$34.23</td>
<td>$35.26</td>
<td>$36.14</td>
</tr>
</tbody>
</table>

### SENIOR EEG TECHNOLOGIST: Level V

<table>
<thead>
<tr>
<th>Years</th>
<th>1/1/2019</th>
<th>1/1/2020</th>
<th>1/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>$28.84</td>
<td>$29.71</td>
<td>$30.45</td>
</tr>
<tr>
<td>1 Year</td>
<td>$29.30</td>
<td>$30.18</td>
<td>$30.93</td>
</tr>
<tr>
<td>2 Years</td>
<td>$29.79</td>
<td>$30.68</td>
<td>$31.45</td>
</tr>
<tr>
<td>3 Years</td>
<td>$30.24</td>
<td>$31.15</td>
<td>$31.93</td>
</tr>
<tr>
<td>4 Years</td>
<td>$30.72</td>
<td>$31.64</td>
<td>$32.43</td>
</tr>
<tr>
<td>5 Years</td>
<td>$31.19</td>
<td>$32.13</td>
<td>$32.93</td>
</tr>
<tr>
<td>6 Years</td>
<td>$31.65</td>
<td>$32.60</td>
<td>$33.42</td>
</tr>
<tr>
<td>7 Years</td>
<td>$32.14</td>
<td>$33.10</td>
<td>$33.93</td>
</tr>
<tr>
<td>8 Years</td>
<td>$32.60</td>
<td>$33.58</td>
<td>$34.42</td>
</tr>
<tr>
<td>9 Years</td>
<td>$33.07</td>
<td>$34.06</td>
<td>$34.91</td>
</tr>
<tr>
<td>10 Years</td>
<td>$33.54</td>
<td>$34.55</td>
<td>$35.41</td>
</tr>
<tr>
<td>11 Years</td>
<td>$34.01</td>
<td>$35.03</td>
<td>$35.91</td>
</tr>
<tr>
<td>13 Years</td>
<td>$34.69</td>
<td>$35.73</td>
<td>$36.62</td>
</tr>
<tr>
<td>15 Years</td>
<td>$35.39</td>
<td>$36.45</td>
<td>$37.36</td>
</tr>
<tr>
<td>17 Years o</td>
<td>$36.11</td>
<td>$37.19</td>
<td>$38.12</td>
</tr>
</tbody>
</table>
APPENDIX "C" – JOB CLASSIFICATION
DUTIES/RESPONSIBILITIES
AND LEVEL OF COMPETENCE

JOB CLASSIFICATIONS

EEG ASSOCIATE/Level I:

PATIENT CARE SERVICES

1. Interface with EEG and nursing staff regarding EEG patient care.
2. Know and understand the daily plans for patient care.
3. Focus on immediate and prescribed task; apply simple solutions that are readily available.
4. Accurately assess the physical and technical safety of the patient's environment and take action to address problems/needs.
5. Demonstrate tact and diplomacy in dealing with patients, families, and care team members.
6. Contact charge tech or manager as needed for problem solving.

TECHNICAL CARE SERVICES

1. Perform the following responsibilities effectively, independently, and according to protocols, procedures and establish practices in an accurate and timely manner.
2. Watch EEG monitors without interruption.
3. Keep the patients on camera.
4. Document seizure times.
5. Change tapes, label with appropriate date, time, and system, and document on patient record.
6. Complete daily paperwork, including but not limited to necessary flowsheets, facesheets, and logbook.
7. Complete daily billing for telemetric EEG patients.
8. Orient and train new staff, as needed.
9. Give accurate and concise report to oncoming staff.
10. Stock and organize EEG set up buckets.
11. Other duties as apparent or assigned, including new equipment or procedure(s) consistent with patient and technical care for this Level.
EEG ASSOCIATED/Level II

PATIENT CARE SERVICES

1. Perform all responsibilities of previous Level and perform the following responsibilities:
2. Evaluate situations and find adaptive solutions to changing task environments.
3. Communicate and negotiate effectively to achieve favorable patient care outcomes.
4. Describe and answer patient and family questions about the basic process of hook-up.
5. Respond to patients' direct physical or emotional needs; identify and seek outside assistance as appropriate.

TECHNICAL CARE SERVICES

1. Perform all responsibilities of the previous Level, and perform the following responsibilities effectively, independently, and according to protocols, procedures and established practice in an accurate and timely manner:
2. Measure patient's head and attach wires for standard monitoring.
3. Unhook patient from monitoring equipment (clean wires, clean patient's head).
4. Acquire and maintain knowledge of basic EEG Technology
5. Effectively use instruments (i.e., VCR, microphones, cameras), to conduct patient monitoring and/or recording.
6. Identify and solve basic monitoring problems.
7. Apply electrodes for specialized, non-routine monitoring (no other responsibility)
8. Perform basic transfer of daily video' EEG to master tapes (baseline, events) with assistance as needed.
9. Other duties as apparent or assigned including new equipment or procedure(s) consistent with patient and technical care for this Level.
EEG TECHNOLOGIST/Level III:

PATIENT CARE SERVICES

1. Perform all responsibilities of previous Levels.
2. Evaluate situations independently and find adaptive solutions to changing task environments.
3. Describe and answer patient and family questions about the basic processes of hook-ups, activations, hygiene breaks, sleep deprivation, etc.
4. Troubleshoot solutions for achieving favorable work outcomes on a shift.
5. Act on information about patients' physical or emotional needs; identify and seek outside assistance as appropriate.

TECHNICAL CARE SERVICES

1. Perform all responsibilities of previous Levels, and perform the following responsibilities effectively, independently, and according to protocols, procedures and establish practice in an accurate and timely manner:
2. Set-up patients for standard and non-standard monitoring.
3. Evaluate authenticity of displayed brain waves and troubleshoot effectively.
4. Articulate interpretation of EEG.
5. Interact regularly and directly with MD's to provide clinical information and identify seizure patterns.
6. Correctly "tag" clinical onset of all events on paper.
7. Troubleshoot equipment problems.
8. Perform charge tech duties as assigned, as described in Appendix E.
9. Move equipment with minimal patient disruption and with careful regard for equipment.
10. Verify montages in use for daily patient care.
11. Perform off-unit hook-up and monitoring.
12. Perform EEG in outpatient setting following protocols and complete billing forms.
13. Strip records after a) reading confirmed and b) manager approved.
14. Check and change indwelling cables with assistance.
15. Assist MD and nurse with insertion of sphenoidal and provide routine care;
16. Conduct special tests (i.e., ISAT, PET, etc.).
17. Perform and report weekly inventory.
18. Other duties as apparent or assigned including new equipment or procedure(s) consistent with patient and technical care for this Level.
SENIOR EEG TECHNOLOGIST/Level IV - EEG:

PATIENT CARE SERVICES

1. Perform all responsibilities of previous Levels.
2. Demonstrate interpersonal effectiveness in dealing with patients, family, and care team on sensitive issues.
3. Describe and answer questions of patients and families for all EEG surgical procedures.

TECHNICAL CARE SERVICES

1. Perform all responsibilities of previous Levels, and perform the following responsibilities effectively, independently, and according to protocols, procedures and established practice in an accurate and timely manner:
2. Design, verify and upon request, provide verification of montages for all patients.
3. Effectively record EEG data in the OR from scalp leads and/or cortical surface arrays.
4. Function independently in the OR including equipment, prep, aseptic techniques, follow procedures, interpret EEG results, arrange in-house intra-op photos, troubleshoot effectively in collaboration with surgical team, etc.
5. Hook-up indwelling patients for telemetric recording.
6. Perform stimulation studies with medical team for indwelling patients.
7. Provide independent and full spectrum of care for EEG surgical patients.
8. Complete appropriate billing sheets for operative EEG cases and indwelling stimulation studies.
9. Troubleshoot Indwelling cables independently.
11. Confirm chat records are read and dictated.
13. Perform quality assurance activities on a regular basis.
14. Other duties as apparent or assigned including new equipment or procedures consistent with patient and technical care for this Level.
SENIOR EEG TECHNOLOGIST/Level IV - IOM:

PATIENT CARE SERVICES

1. Perform all responsibilities of previous Levels.
2. Demonstrate interpersonal effectiveness in dealing with others on sensitive issues.
3. Describe and answer questions of patients and families for all surgical procedures requiring intraoperative neurophysiological monitoring.

TECHNICAL CARE SERVICES

1. Perform all responsibilities of previous Levels, and perform the following responsibilities effectively, independently, and according to protocols, procedure and establish practice in an accurate and timely manner:
2. Function independently in the OR including equipment, prep, aseptic techniques, follow procedures, data labeling and interpretation, troubleshoot effectively in collaboration with the surgical team, etc.
3. Adapt accepted evoked potential, EMG, and nerve conduction techniques to specific clinical cases to maximize efficacy of studies performed.
4. Perform evoked potential studies for indwelling EEG patients.
5. Provide appropriate documentation and billing for each study performed.
6. Troubleshoot OR monitoring set-up(s).
7. Perform quality assurance on a regular basis.
8. Prepare patient seizure tapes.
10. Confirm that records are read and dictated.
11. Other duties as apparent or assigned including new equipment or procedure consistent with patient and technical care for this Level.
SENIOR EEG TECHNOLOGIST/Level V:

PATIENT CARE SERVICES

1. Perform all responsibilities of previous Levels.
2. Consistently, effectively, and personally intervene in difficult patient and family situations.
3. Demonstrate skill in teaching other staff essential components of patient teaching.
4. Provide assistance to EEG manager when requested or as needed.

TECHNICAL CARE SERVICES

1. Perform all responsibilities of previous Levels, and perform the following responsibilities effectively, independently, and according to protocols and procedures in an accurate and timely manner.
2. Provide independent and full spectrum of pre-op, intra-op, and post-op care for EEG and neurophysiological monitoring surgical patients.
3. Perform written evaluations for rotating students.
4. Other duties as apparent or assigned including new equipment or procedures consistent with patient and technical care for this stage.
Department: IMAGE GUIDED SURGERY (IGS) TECHNICIAN:
#4 EEG
Status: Variable
Reporting Function: Supervisor-Trainee

Major Accountability: Provide image Guided Surgery (IGS) services by uploading planar imaging
scans to create 3D models of surgical patients' anatomy.

Major Duties and Responsibilities:
1. Operate Image Guided Surgery systems as trained by MEG staff and vendor representatives,
   and as defined by operation manual(s).
2. Pre-operative duties include:
   a. Educate and prep patient for procedure(s).
   b. Place fiducial markers on patient.
   c. Obtain and upload pre-operative imaging data as acquired by radiology.
   d. Bring the IGS system to the OR and optimize positioning of IGS components within
      surgical suite.
   e. Ensure that the appropriate instrument tray is available.
   f. Educate surgical technicians about proper use/assembly of instruments/equipment.
   g. Enter all registration data into IGS system.
3. Intraoperative duties under supervision of the surgeon include:
   a. Assist surgeon in registration to fiducial or anatomical landmarks.
   b. Review registration values and refine as necessary.
   c. Report final registration values to surgeon.
4. Perform effective troubleshooting for all IGS services and equipment.
5. Archive appropriate patient data on CD-Rom.
6. Decontaminate, prepare and sterilize equipment used during the procedure.
7. Complete paperwork necessary for billing purposes.

Education /Requirements:
1. High School graduate or equivalent.
2. Meet Allied Health Requirement established by credentialing hospital(s).

Skills/Work Experience:
1. Current enrollment in, or completion of, a two or four year degree program in Physical or Life
   Sciences, or previous operating room experience a minimum of six months.
2. Advanced level PC knowledge in a Windows environment.

Essential Functions
1. Ability to communicate in English both oral and written.
2. Ability to stoop, bend, twist, lean, and crouch multiple and repeated times.
3. Ability to lift and carry up to 20 pounds repeatedly.
4. Ability to push and pull up to 100 pounds.
5. Manual dexterity to attach and remove fiducial markers and adjust machine settings.
6. Sit and/or stand in upright position for prolonged periods of time (up to 4 hrs.).
7. Ability to remain calm and demonstrate professional behavior in stressful situations.
8. Ability to maintain effective working relations with varied levels of individuals, for example a
   range from a surgical scrub technician to a neurosurgeon.
9. Abide by confidentiality/privacy/security policies and practices as defined by MEG and HIPAA
    regulations.

This job description is not intended to be all-inclusive, and may be expanded to include other duties
and responsibilities that Management may deem necessary.
APPENDIX "D" - MEMORANDUM OF UNDERSTANDING

The Employer and the Union agree to reasonably accommodate any employee or applicant for employment who is or becomes disabled as defined by applicable law, so long as such reasonable accommodation does not create an undue hardship for the Employer or the Union.

THE MINNESOTA EPILEPSY GROUP, P.A.

Deanna Dickens, M.D., President

MINNESOTA HEALTHCARE UNION SEIU HEALTHCARE MINNESOTA

Brenda Hilbrich, Chief of Staff

Kathleen Moore 7-18-19

Alma M. Jemison, Ph.D. 7/18/2019
APPENDIX "E" - CHARGE EEG TECHNOLOGISTS DUTIES

1. Make shift assignments.
2. Set shift priorities.
3. Ensure completion of assignment.
4. Coordinate breaks.
5. Find coverage as appropriate when an employee calls in sick, ill or otherwise is unable to report to work.
7. Contract on-call person when necessary.
8. Troubleshoot solutions for achieving favorable work outcomes on a shift.
APPENDIX "F" – LETTER OF UNDERSTANDING

The Employer and the Union agree that Student Interns, while performing clinical functions in connection with their education, shall not be part of the bargaining unit. The Employer shall provide the names of such Student Interns, the amount of the stipend paid to them and a narrative description of the distinction between the clinical educational functions and EEG bargaining unit work. The Employer agrees that in the event the stipend is changed to an hourly wage, the Student Interns will be included in the bargaining unit. In addition, the Employer agrees that when a Student Intern is working beyond the mandated clinical hours, the Student Intern will be considered an Employee included in the bargaining unit.

The Employer and the Union agree that the status of the EEG Technicians will be determined by a Representation proceeding before the National Labor Relations Board.

THE MINNESOTA EPILEPSY GROUP, P.A.

Deanna Dickens, M.D., President

MINNESOTA HEALTH CARE UNION
SEIU HEALTHCARE MINNESOTA

Brenda Hilbrich, Chief of Staff

Kathleen Navro 7/18/19

Amanda Tupy, PhD 7/18/2019

7/22/19
APPENDIX "G" - LETTER OF UNDERSTANDING

The Employer and the Union agree that the Employer, may within its sole discretion, pay a finders' fee to an Employee who refers a person for employment with the Employer and which person becomes and remains an Employee (whether in the bargaining unit or not), for a period of at least six (6) months. The Employer shall pay a finder's fee (which may vary depending on the position and market conditions) in the same amount it pays a finder's fee to non-bargaining unit Employees for the same position during the same time period.

THE MINNESOTA EPILEPSY GROUP, P.A.

Deanna Dickens, M.D., President

MINNESOTA HEALTH CARE UNION
SEIU HEALTHCARE MINNESOTA

Brenda Hilbrich, Chief of Staff

Katherine Mancuso 7/18/19

V. Hung 7/18/2019

7/22/19
APPENDIX "H" - LETTER OF UNDERSTANDING

In the interest of furthering patient care and staff safety, the Employer and the Union agree to discuss the subject of staffing as part of the Labor Management Committee.

THE MINNESOTA EPILEPSY GROUP, P.A.

Deanna Dickens, M.D., President

7/10/19

MINNESOTA HEALTH CARE UNION
SEIU HEALTHCARE MINNESOTA

Brenda Hilbrich, Chief of Staff

7/8/19

Katherine Maury

7/18/19

Allan J. Lurie, PhD

7/8/2019

7/22/19

58