COLLECTIVE BARGAINING AGREEMENT

Between

RiverWay Clinics

And

SEIU Healthcare Minnesota

Effective

April 1, 2019

Through

March 31, 2022
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1</td>
<td>Preamble</td>
<td>1</td>
</tr>
<tr>
<td>Article 2</td>
<td>Recognition</td>
<td>1</td>
</tr>
<tr>
<td>Article 3</td>
<td>Union Security</td>
<td>1</td>
</tr>
<tr>
<td>Article 4</td>
<td>Union Representation</td>
<td>3</td>
</tr>
<tr>
<td>Article 5</td>
<td>Management</td>
<td>4</td>
</tr>
<tr>
<td>Article 6</td>
<td>Schedules And Overtime</td>
<td>4</td>
</tr>
<tr>
<td>Article 7</td>
<td>Discipline And Discharge</td>
<td>6</td>
</tr>
<tr>
<td>Article 8</td>
<td>Probationary Period – Temporary Employees</td>
<td>7</td>
</tr>
<tr>
<td>Article 9</td>
<td>Seniority</td>
<td>7</td>
</tr>
<tr>
<td>Article 10</td>
<td>Layoff And Low Need</td>
<td>8</td>
</tr>
<tr>
<td>Article 11</td>
<td>Job Posting</td>
<td>9</td>
</tr>
<tr>
<td>Article 12</td>
<td>Leaves Of Absence</td>
<td>10</td>
</tr>
<tr>
<td>Article 13</td>
<td>No Strike/No Lockout</td>
<td>11</td>
</tr>
<tr>
<td>Article 14</td>
<td>Grievance And Arbitration</td>
<td>11</td>
</tr>
<tr>
<td>Article 15</td>
<td>Wages</td>
<td>13</td>
</tr>
<tr>
<td>Article 16</td>
<td>Vacation</td>
<td>14</td>
</tr>
<tr>
<td>Article 17</td>
<td>Holidays</td>
<td>15</td>
</tr>
<tr>
<td>Article 18</td>
<td>Sick Leave</td>
<td>16</td>
</tr>
<tr>
<td>Article 19</td>
<td>Pension, Profit Sharing, 401(K)</td>
<td>16</td>
</tr>
<tr>
<td>Article 20</td>
<td>Health Plan</td>
<td>16</td>
</tr>
<tr>
<td>Article 21</td>
<td>Dental Plan</td>
<td>17</td>
</tr>
<tr>
<td>Article 22</td>
<td>Life/Ad&amp;D Plan</td>
<td>17</td>
</tr>
<tr>
<td>Article 23</td>
<td>Disability Plans</td>
<td>17</td>
</tr>
<tr>
<td>Article 24</td>
<td>Jury Duty</td>
<td>17</td>
</tr>
<tr>
<td>Article 25</td>
<td>Bereavement Leave</td>
<td>17</td>
</tr>
<tr>
<td>Article 26</td>
<td>Severability</td>
<td>18</td>
</tr>
<tr>
<td>Article 27</td>
<td>General</td>
<td>18</td>
</tr>
<tr>
<td>Article 28</td>
<td>Labor Management Cooperation</td>
<td>19</td>
</tr>
<tr>
<td>Article 29</td>
<td>Tuition</td>
<td>20</td>
</tr>
<tr>
<td>Article 30</td>
<td>Safe Work Environment</td>
<td>20</td>
</tr>
<tr>
<td>Article 31</td>
<td>Duration And Renewal</td>
<td>21</td>
</tr>
</tbody>
</table>
COLLECTIVE BARGAINING AGREEMENT  
between  
RIVERWAY CLINICS  
and  
SEIU Healthcare Minnesota  

ARTICLE 1 - PREAMBLE  

This Agreement made and entered into by and between RiverWay Clinics (hereinafter referred to as the "Employer") and SEIU Healthcare Minnesota, (hereinafter referred to as the "Union").

ARTICLE 2 - RECOGNITION  

The Employer recognizes the Union as the exclusive representative of all full-time and regular part-time medical records department employees, lab department employees, X-ray department employees, family practice receptionist department employees, OB/GYN receptionist department employees, Peds/Specialty receptionist department employees, insurance registration representatives, transcriptionists, managed care (referral department) employees, maintenance department employees, family nursing department employees, medical information department employees, pediatric nursing department employees, specialty nursing department employees, OB/GYN nursing department employees, and nursing float pool employees employed by the Employer at or out of its RiverWay Clinic Anoka, RiverWay Clinic Andover and RiverWay Elk River Clinic; excluding managerial employees, department heads, lead persons ("except where used in a classification title"), nursing coordinators, occupational medicine coordinator, project management coordinator, administration department employees, professional employees, guards and supervisors as defined by the National Labor Relations Act, as amended.

ARTICLE 3 - UNION SECURITY  

Section 3.1 - Membership. Except as provided herein, all employees covered by this Agreement who are now or may hereafter become members of the Union, shall during the life of this Agreement or any renewal thereof, remain members of the Union as a condition of employment. All present employees who are not members of the Union shall become and remain members not later than the thirtieth (30th) calendar day following the commencement of this Agreement, or the completion of their probationary period (whichever occurs later). All new employees shall, not later than the completion of their probationary period, become and remain members of the Union during the life of this Agreement or any renewal thereof. "Membership" for the purpose of this Agreement is defined to mean the payment of uniform regular dues. Employees who do not become Union members as provided above shall pay a service fee which shall be based on that proportion of dues that relate to Union representational activities. Any employee who is delinquent in making the payments required herein for more than ten (10) calendar days shall be terminated by the Employer within fourteen (14) calendar days of the Employer's receipt of written notice from the Union.

Section 3.2 - Voluntary Dues Deduction. The Employer agrees to deduct Union dues or service fees from the wages of employees in the bargaining unit who voluntarily provide the Employer
with a written authorization which is irrevocable for a period of one (1) year or until the termination date of this Agreement, whichever occurs sooner. Deductions shall be made by the Employer from the wages of the employees each pay period and shall be transmitted to the Union promptly after each pay period. The dues structure will be based on a single percentage rate system, applied on a per pay period basis. The Union shall hold the Employer harmless from any dispute with an employee concerning the deductions made.

In the event that no wages or insufficient wages are due the employee, the deduction will be made from the first wages of adequate amount next due the employee and will be forwarded to the Union.

Employees may express authorization of dues deductions by submitting written authorizations or through federally authorized electronic methods such as online deductions authorization or voice authorization or other electronic methods allowed under controlling federal or state law. The Union shall provide the employer with written notification of the names of those who have authorized deductions, including a copy of the Employee’s authorization form upon request. The parties agree to implement and adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, timing, procedure for revocation, window periods and amount of dues deducted agreed to by the Employee as stated in the authorization, irrespective of the Employee’s membership in the Union.

Each pay period the Employer shall provide to the Union the name, clinic location, department, classification, e-mail address, identification numbers (as determined by the Employer), gross pay per pay period and dues deductions amount for all employees.

Section 3.3 - Lists. The Employer agrees to furnish the Union a bi-weekly list of new hires, transfers, terminations, employees on leave of absence, changes, and hourly reports as described below:

- New Hires: Name, hire date, address, phone number, classification, rate of pay, social security number and number of hours worked per pay period.

- Transferring Employees: The term "transferring employees" applies to employees transferring within the bargaining unit or transferring into or out of a bargaining unit position. For these individuals: name, social security number, date of job transfer, position the employee is transferring from and into, and for employees new to the bargaining unit, new hire information.

- Terminated Employees: "Terminated Employees" refers to employees terminating from the bargaining unit. Name, termination date, classification and social security number.

- Employees on Leave of Absence: Name, date leave begins, date of expected return and social security number.
• Changes: Name, changes, address changes, phone number changes, changes in FTE, change in classification, and any other changes affecting union membership or dues, together with social security number. It is understood that it is not the responsibility of the Employer to identify for the Union the nature of the change being made, but only to provide the Union with updated, changed information.

• Hourly Reports: Actual hours paid monthly per employee in the bargaining unit, together with name, social security number and the pay period for which the hours apply.

The Employer and Union agree to work cooperatively together to process dues and reporting of hours electronically.

Section 3.4 - Conscientious Objection. 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; except that such employee shall be required in lieu of periodic dues and initiation fees or service fees to pay to a non-religious, non-labor organization charitable fund exempt from taxation under Section 501(C)(3) of Title 26, the sum equal to such dues and initiation fees or service fees at the same time requirements as applies to employees who join and become members of the Union, or who pay a service fee. Failure to abide by these time limits and furnishing proof thereof to the Union shall subject the employee to be terminated from employment. Evidence of payment shall be furnished by the employee.

Section 3.5 - COPE. The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota, COPE contributions each pay period from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by SEIU Healthcare Minnesota. These transmittals to the Union shall occur promptly after each pay period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee. Any employee who has authorized deductions for COPE may revoke that authorization at any time.

ARTICLE 4 - UNION REPRESENTATION

Section 4.1 - Stewards. The Employer recognizes the right of the Union and its business representatives to designate a reasonable number of stewards which would be reflective of the employee population and different locations to handle official Union business. The Employer will be notified in writing or via e-mail of the names of the stewards within 30 calendar days of the Stewards’ appointment. Stewards shall generally conduct Union business, including any observation of any Employer investigatory interviews with Employees pursuant to the discipline and discharge article, during non-working time. Such Union business will be conducted without interference in operations, and stewards will have access to suitable and available non-patient service areas for such purposes. Upon request by the Steward and the granting of permission by the supervisor not to be unreasonably withheld, or upon the Employer’s request for the steward's...
participation, a steward may conduct such activities “on the clock” during otherwise scheduled work time.

One Steward will be allowed ten (10) minutes of uncompensated time during new employee orientation to orient new employees who are covered by this Contract to Union business. The Employer will notify Union Stewards of the date and time of orientation.

Section 4.2 - Bulletin Boards. The Employer will provide a separate bulletin board at all facilities for use by the Union for notices of meetings, union events, and similar communications. The board will not be used for posting of anti-management materials.

Section 4.3 - Union Business Representative. The Business Representative of the Union shall be allowed to visit the premises of the Employer, provided that the Business Representative gives advance notice to and receives permission from the nursing supervisor, clinic operations supervisor, or the business office manager. The business purpose of the visit will be made known to the Employer prior to the visit. The Business Representative may not visit employees during an employee’s work time. Visits shall be conducted only in non-patient care areas.

ARTICLE 5 - MANAGEMENT

The management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer, except as specifically limited by the express written provisions of this Agreement. This provision shall include, but is not limited to, the right to determine the quality and quantity of work performed; to determine the number of employees to be employed and the work which they are to reasonably perform; to assign and delegate work; to require observance of reasonable Employer rules, regulations, retirement and other policies; to schedule work and determine the number of hours to be worked; to enter into contracts for the furnishing and purchasing of supplies and services; to determine the methods of compliance with federal and state regulations affecting the Employer; to determine the methods by which service is performed and the equipment to be utilized in furnishing such service and to change, modify, or discontinue existing methods of furnishing service and use of equipment.

ARTICLE 6 - SCHEDULES AND OVERTIME

Section 6.1 - Status of Employees. A full-time employee is defined as one who is scheduled to work thirty (30) or more hours per week. A part-time employee is defined as one who is scheduled to work fewer than thirty (30) hours per week.

Section 6.2 - Overtime. The basic work period shall be forty (40) hours of work during a week. An employee required to work in excess of forty (40) hours during said week shall be paid at one and one-half times the employee’s regular rate of pay for all excess time so worked. The Employer will not cancel previously scheduled hours for the purpose of avoiding payment of overtime unless expressly agreed to by the employee.

Section 6.3 - Schedules. Work schedules shall be established and communicated to the staff at least fourteen (14) days in advance of the employee’s scheduled work. Any schedule change
shall be discussed between the Employer and Employee. In the establishment of new or changing work week schedules, the Employer shall give preference to qualified employees in accordance with seniority within the work unit.

Section 6.4 - Evening and Weekend Schedules. (This section shall not apply to employees working in Urgent Care.) The employees in a care unit/work unit may propose the reassignment or restructuring of work within that care unit/work unit to implement evening (beyond 6:00 pm) and/or weekend hours. Such changes may include changing days off, changing start and end times, and changing job responsibilities. However, such changes shall not change an employee's FTE. The Employer's approval is required for implementation of any such changes, but approval shall not be unreasonably withheld. Any change that would modify the Collective Bargaining Agreement shall be agreed to by the Union and the Employer prior to it becoming effective. Such approval shall not be unreasonably withheld by either party. If changes in evening and weekend schedules are not made through the procedures listed above, the schedule shall be determined as follows:

(a) The Employer shall first ask for qualified volunteers in the department to work the evening and/or weekend hour schedule;

(b) If there are no or insufficient volunteers, the least senior qualified employee in the department shall be reassigned to work the full schedule which would include evenings (beyond 6:00 pm) and/or weekends.

Employees regularly scheduled to work forty (40) hours per week, who are scheduled to work on weekends as part of their scheduled work week, shall be scheduled for time off during that week in an amount which is approximately the same as the hours scheduled on the weekend.

Section 6.5 - Split Shifts. There shall be no split shifts unless mutually agreed to by the employee and Employer.

Section 6.6 - Job Share. By agreement between the Employer and Employee with notice and a copy of the agreement to the Union, job sharing arrangements may be developed provided the terms thereof do not violate this Agreement.

Section 6.7 - Breaks. Employees will receive a rest period of fifteen (15) minutes during each four (4) hour period of work. Such rest periods will be staggered so as not to interfere with clinic flow.

Section 6.8 - Lunch Period. Each employee scheduled to work a shift of six (6) continuous hours or more shall receive an unpaid meal period of at least one-half hour. By agreement between the Employer and Employee, the meal period may be waived. Any employee unable to take lunch due to work requirements will be paid for unused meal periods.

Section 6.9 - Reporting Pay. Employees who are scheduled to work and report without receiving prior notice that no work is available shall receive at least four (4) hours work or four (4) hours pay at their regular rate. If work is not available at the regular site, the Employee may be
assigned to another site. Such employee shall receive mileage and hourly compensation for travel time. Employees who do not have private transportation will not be required to go to another site unless transportation is provided by the Employer. This section shall not apply in cases of weather or other emergencies beyond the control of the Employer so long as the Employer makes a reasonable effort to notify employees (such as by notifying the media). If an employee loses pay, an employee may draw vacation pay or personal leave pay for such time lost.

Section 6.10 - Employee Paired With Provider. An employee who is paired with a provider will not be required to take time off if the provider does not work. Upon mutual agreement between the Employer and the employee, the employee may take time off without pay or benefits under such circumstances.

Section 6.11 - Float Employee. If employees must be temporarily reassigned and a regularly scheduled float employee is working in the clinic, the regularly scheduled float employee, if qualified, shall be the employee to be reassigned, regardless of seniority.

Section 6.12 - Relief Work. No employee shall be required to relieve in a position or perform a function for which the employer reasonably believes the employee is not qualified.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

Section 7.1 - Discipline/Discharge. Employees may be disciplined or discharged for just cause. Written notice of any disciplinary action, suspension, or discharge will be given to the Employee. A copy of any suspension or discharge notice will be sent to the Union. Verbal and written warnings will fall off members’ records after a period of two years, with no intervening discipline.

Section 7.2 - Grievability. Employees may not file a grievance in response to an oral warning. However, the employee may write a written rebuttal to an oral warning or a written warning and have it placed in the employee’s Human Resources file. The employee may request a meeting with his or her supervisor and Union steward to discuss the oral warning.

Employees may file a grievance in response to a written warning, but written warnings shall not be subject to the arbitration provisions (Step 3) of Article 14. In lieu of arbitration, an employee may request that a written warning be reviewed by a panel of three individuals consisting of: a supervisor who had no involvement in the issuance of the written warning, a designated Human Resources representative, and an individual designated by the union. Any decision by the panel to uphold, modify or remove a written warning is final and cannot be appealed further.

Section 7.3 - Investigatory Suspension. The Employer may place an employee who is the subject of an investigation on an investigatory suspension of no longer than five (5) days without pay, provided that pay will be restored later if the investigation exonerates the Employee.

Section 7.4 - Employee/Union Access to File. An Employee shall have access, subject to reasonable scheduling, to his/her Human Resources personnel file upon request of same to
Human Resources. The employee shall not be privy to the Human Resources file of an employee other than his/her own file, and the inspection shall be done in the presence of a Human Resources representative. Upon written consent of the Employee, the Union shall be given reasonable access to the Employee’s file.

Section 7.5 - Union Representation. In connection with investigatory interviews conducted by the Employer in which an employee reasonably believes that such investigation will result in disciplinary action, an employee, upon his or her request, shall be entitled to have a representative of the Union present.

ARTICLE 8 - PROBATIONARY PERIOD - TEMPORARY EMPLOYEES

Section 8.1 - Probation. The first ninety (90) calendar days of employment will be considered a probationary period during which time the Employee may be terminated with or without cause and without recourse to the contractual grievance procedure. The Employer will provide performance feedback to the probationary employee prior to the completion of the probationary period. The probationary period may be extended by the Employer for an additional thirty (30) days.

Section 8.2 - Temporary Employees. Temporary employees are not subject to the terms and conditions of this Agreement. Temporary employees may be hired by the Employer for a period of time not to exceed six (6) months. In those instances where a temporary employee is hired to replace a permanent employee who is on medical or personal leave which goes beyond six (6) months, the Employer will notify the Union that it is retaining the temporary employee until the end of the medical or personal leave. Temporary employees may be hired to cover temporary assignments or projects for a period of time not to exceed six (6) months. In those instances where the temporary assignments or projects go beyond six (6) months, the Employer will notify the Union that it is retaining the temporary employee for up to an additional six (6) months. If a temporary employee is to be retained beyond a total of twelve (12) months, the employee will be made a regular, bargaining unit employee. Temporary employees who are hired by the Employer with no break in service between their temporary service and their regular service shall have service credit, for seniority purposes only, retroactive to their original temporary hire date.

ARTICLE 9 - SENIORITY

Section 9.1 - Definition. Seniority shall be based on total compensated hours since the most recent date of hire, including employment with Mork Clinics, P.A. and its immediate predecessors. There shall be separate seniority for each classification and full-time and part-time employees shall be included on the same seniority list. There shall be one seniority list covering all locations. For employees working in more than one classification, seniority shall be accrued in the employee’s primary classification (where a majority of hours are worked). If an employee transfers from one classification to another, that employee’s prior classification seniority shall be transferred to the new classification.

Section 9.2 - Seniority Lists. The Employer shall prepare seniority lists by classification and seniority hours for all employees covered by this Agreement with copies to the Union and copies
posted on the designated Union bulletin board and on the Employer's designated intranet site by March 31st and September 30th of each year. The employees are responsible to review the list and submit in writing within thirty (30) days, any alleged discrepancy. Any appropriate corrections or confirmations will be reflected on a new list to be posted within thirty (30) days of the submitted discrepancy. Any seniority issue not timely grieved following the Employer's correction or confirmation of the seniority list following a written discrepancy shall be waived.

Section 9.3 - Loss of Seniority. An employee shall lose seniority for the following reasons:

1. Voluntary termination of employment unless the employee returns to work within thirty (30) days and satisfactorily completes a new probationary period.

2. Involuntary termination of employment.

3. Laid off or absent from work for any reason, including leave for more than twelve (12) months.

4. Retirement.

ARTICLE 10 - LAYOFF AND LOW NEED

Section 10.1 - Low Need Days. When the need for reduced staffing occurs, the Employer will first seek volunteers starting with the most senior employee within the affected department and site by classification. If there are no volunteers, it will be assigned in reverse order of seniority within the affected department and site by classification. Employees whose hours are reduced under this section will be offered work in another department or site, if available. All employees shall continue to accrue the following benefits when requested to take voluntary or mandatory low need days:

A. Sick Leave
B. Vacation
C. Health Insurance
D. Life Insurance
E. Salary Increments
F. Seniority

Section 10.2 - Reduction of Hours and Layoff. In the event of a reduction of hours or layoff, the Employer shall first seek volunteers to accomplish the necessary reductions. The Employer will also advise the Union as soon as possible, and no later than ten (10) calendar days in advance, of any reductions and, upon request of the Union, the parties shall meet to discuss the implementation or effect of any actual or proposed reductions or layoff.

In the event of a reduction of hours or a layoff, it shall be made in the reverse order of seniority within the classification system-wide. An employee on layoff status shall retain seniority rights for a period of one (1) year following the date of layoff. Employees on a layoff status shall have
preference over casual employees for any available additional work hours. Employees shall be recalled from layoff in reverse order of layoff.

Section 10.3 - Movement of Clinic/Location Department or Work Unit – When an entire clinic/location, department, or work unit moves to a new location, the employees shall be required to transfer to the new location or they may exercise their seniority to bid on vacancies.

Section 10.4 - Movement of Subset of a Work Unit. – If a subset of a work unit moves, the opportunity to move shall be offered by seniority within the work unit. If there are not enough volunteers, the least senior employee(s) in that classification and work unit shall be assigned to the new clinic/location or the employee may exercise his/her seniority to bid on vacancies. However, agreement may be reached between the Union and the Employer that may affect seniority when operations of the clinic/location are affected adversely.

Section 10.5 - Transfers. – If employees are transferred to a facility, seniority shall prevail. However, agreement may be reached between the Union and the Employer that may affect seniority when operations of a facility are affected adversely. This paragraph does not supersede the job posting article.

Section 10.6 - Union Notification. The Employer shall notify the Union in advance of moving of a clinic, department, work unit, or a subset of a work unit from one clinic/location to another.

ARTICLE 11 - JOB POSTING

Section 11.1 - Posting of Vacancies. A notice of job vacancies shall be posted electronically for a period of seven (7) calendar days. Postings shall be via the Employer’s designated intranet site. Reasonable job related qualifications for the position shall be determined by the Employer and may include certification, licensure, experience, attendance record, discipline record, and objective factors related to job performance.

The position shall be awarded to the senior qualified applicant.

Employees’ seniority can only be used when bidding on positions within their own classification. A qualified employee bidding into another classification, however, shall be awarded a position before external applicants.

Section 11.2 - Bidding Restrictions. Employees are required to submit a written internal application when seeking a transfer into a new bargaining unit position in response to a job posting. The Employer shall not accept the bid of an employee if the employee has bid on and been awarded a position in the same classification and FTE status more than one time in one six (6) month period except as provided below:

- If the position upon which the employee bid would otherwise be offered to an external applicant.
- Employees who bid on and are awarded a position that would be a promotion.
• Employees who, because they have been informed that they will be affected by a permanent workforce reduction, bid on and awarded a position in lieu of a permanent workforce reduction.

• Employees who, because they have been informed that they will be affected by the movement of a clinic, department, work unit, or subset of a work unit, or sunset of a work unit, bid on and are awarded a position in lieu of moving to a new location.

Section 11.3 - Awarding Positions. - An Employee within the same classification shall be entitled to be awarded the position if he/she is qualified and has the necessary skills and training to successfully perform the duties of the new position. If more than one (1) Employee from that classification applies for the same position, the senior Employee shall be given preference, provided the necessary skills and training are equal. The qualifications and competence of Employees shall be determined by the Employer in its reasonable discretion with the decision made subject to the grievance procedure.

Section 11.4 - Employee Notification. - All Employees who submitted a bid during the posting period and all Employees who were interviewed for a position shall be notified by the Employer regarding their selection status after the selection has been made.

Section 11.5 - Trial Period. - In the case of promotion or placement in a position in a different classification and/or work unit and/or clinic/location within the bargaining unit, an employee shall serve up to a ninety (90) calendar day trial period, provided that the trial period may be extended by the Employer for up to an additional thirty (30) calendar days, upon written notice to the Union and the affected employee. The Employer will attempt to move affected employee if appropriate, to his/her previous position if available, or to other suitable positions as mutually agreed to between the Employee and Employer.

ARTICLE 12 - LEAVES OF ABSENCE

Section 12.1 - Illness, Injury and Disability. After completion of the probationary period, a leave of absence without pay (except for use of accrued sick leave or vacation) will be granted to employees for the employee’s confirmed illness, injury or disability, including pregnancy, and for confirmed illness of an employee’s child, for a maximum period of twelve (12) weeks plus up to four (4) weeks accumulated sick leave in a year. A year shall be defined in a manner consistent with the provisions of the Family and Medical Leave Act (FMLA). Accrued sick leave benefits must be used during the leave; and vacation may be used after sick leave has been exhausted; however, the use of such vacation time shall not extend the length of the leave. Part-time employees may be granted an illness, injury or disability leave under this paragraph, at the Employer’s discretion, irrespective of hours the employee worked during the year, if other FMLA requirements are met. Except for compensated hours, seniority and benefits shall not accrue during the period of the leave of absence. At the start of the leave and as a condition of its continuance, the employee, when requested by the Employer, shall furnish the Employer with a physician’s certificate certifying as to the employee’s inability to return to work because of such
illness or disability. When the employee is able to return to work, he/she shall obtain a physician’s certificate certifying (a) that the employee is able to return to work; and (b) that the employee/child has been disabled or ill for the entire disability leave of absence. At the Employer’s option, the disability leave of absence may be extended.

The employee shall be returned to the prior position if the return occurs during the period that the accumulated sick leave and/or vacation is used, up to a maximum of four (4) weeks plus up to an additional twelve (12) weeks where FMLA requirements are met. In all other cases of leave granted, the employee will be returned to the previous classification and number of regularly scheduled hours.

If a full-time employee seeks to return to work from a medical leave to part-time status, the employee shall provide the Employer with the estimated duration of the part-time status. If it is estimated that the part-time status shall last longer than two (2) weeks and such work is available, the Employer may require a second medical opinion to determine the employee’s medical condition and work restrictions, with the medical practitioner to be selected by the Employer and the cost of the second opinion shall be borne by the Employer.

Section 12.2 - Personal Leave. An employee may be granted a personal leave of absence for a reasonable period of time not to exceed three (3) months.

Section 12.3 - Federal and State Law. The Employer agrees to comply with all federal and state laws relating to leaves.

Section 12.4 - Union Business Leave. The Employer may grant employees up to five (5) days of unpaid Union business leave, upon two (2) weeks prior notice, for attendance at state or national union conventions, Official Union Meetings called by a Union officer, steward training or Union Board meetings, provided that no more than 30 days total of such leave shall be granted to employees of the Employer in any calendar year. Steward participation in labor negotiations shall not be limited by this section.

ARTICLE 13 - NO STRIKE/NO LOCKOUT

The parties recognize that it is essential to provide for continuity of care for the patients of the Employer. Accordingly, it is agreed that during the term of the Agreement, there shall be no strikes, slowdowns, picketing, boycotts, or interference with work of any kind whatsoever, including sympathy strikes or activities, or any lockouts.

ARTICLE 14 - GRIEVANCE AND ARBITRATION

Section 14.1 - Grievance Procedure. A grievance is hereby defined as any claim by the Union or an employee relating to the interpretation of or adherence to the terms and provisions of this Agreement.
The steps in the grievance procedure are as follows:

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

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

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

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

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

**Section 14.2 - Authority of Arbitrator.** The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement and the arbitrator shall have no authority to add to, subtract from, or modify in any way the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Union, the Employer and the individual employee filing the grievance.

**Section 14.3 - Arbitration Expenses.** The fees and expenses of the neutral arbitrator shall be borne equally by the Employer and the Union.

**Section 14.4 - Time Limitations.** The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently waived, and the grievance shall not be
submitted to arbitration. The time limitations provided herein may be extended by mutual agreement.

Section 14.5 - Expedited Grievances. A grievance which concerns the discharge or suspension of an employee shall be presented initially at Step Two of the grievance process within fifteen (15) calendar days from the occurrence of the discharge or suspension.

ARTICLE 15 - WAGES

Section 15.1 - Rates. Minimum rates of pay shall be set as forth on Addendum I attached. Upon request of the Union, the Employer will provide an explanation to the Union of the reason employees have been hired at rates above the minimum set forth in this Agreement.

Section 15.2 - Increments. Wage increments for full-time employees (those regularly scheduled to work thirty (30) hours per week) shall be based on length of service with the Employer from the employee's anniversary date of hire. Wage increments for part-time employees shall be based on one (1) year's credit for each 2,080 compensated hours. If a part-time employee has not received a step increase in eighteen (18) months from his/her last step increase, that part-time employee shall move to the next wage step regardless of compensated hours.

Section 15.3 - Lead Positions. The Employer may also create, during the life of this Agreement, additional bargaining unit lead positions at its discretion. Such employees shall receive an eight percent (8%) wage increase over their base wage for the time they perform their lead duties.

Section 15.4 - Urgent Care. All employees who are scheduled to work in Urgent Care at Elk River after 5:30 p.m. weekdays (Monday-Friday) (after 5:00 p.m. at Andover and Anoka), or Recognized Holidays (see Article 17.1) shall receive a shift differential of one dollar and fifty cents ($1.50) per hour for all such hours worked. Employees scheduled to work on weekends (Saturdays or Sundays) in any position shall receive a shift differential of one dollar and fifty cents ($1.50) per hour worked on the weekend.

Section 15.5 - New Hires/Initial Placement. Initial placement upon hire of both full-time and part-time employees on the wage schedule shall be based on years of relevant experience as determined in the reasonable discretion of the Employer less one (1) year. The Employer shall not give experience credit for education time. No employee shall be placed above the nine (9) year step of the Contract.

Section 15.6 - Longevity. Employees with at least ten (10) but fewer than twenty (20) calendar years of service who remain employed on their anniversary date shall receive a longevity bonus (paid within thirty (30) days) of sixty-five cents ($.65) for each compensated hour in the previous twelve (12) calendar months. Effective April 1, 2020 this longevity bonus rate will increase to seventy cents ($.70) per compensated hour in the previous twelve (12) calendar months.

For employees with twenty (20) or more calendar years of service, the longevity bonus rate is seventy cents ($.70) per compensated hour in the previous twelve (12) calendar months.
Effective April 1, 2020 this longevity bonus rate will increase to seventy-five cents ($0.75) per compensated hour in the previous twelve calendar months.

Section 15.7 - X-Ray Premium. MAs/CMAs/RMAs working at the Employer's direction in the X-Ray department for two (2) or more hours at a time shall receive a premium of one dollar ($1.00) per hour for such work. This section does not apply to employees working in Urgent Care.

Section 15.8 - CMA/RMA/LPN - Differentials. All employees who are employed in the classification of registered medical assistant, certified medical assistant or certified sterile processing instrument sterilization technician - will receive a differential of $.50 per hour over their base wage. The differential for Licensed Practical Nurses is $1.00 per hour.

Section 15.9 - Short Need Shift Bonus. When an employee is called by the Employer after 5:00 p.m. and asked to work a shift that evening or the next day due to an unscheduled absence, the employee will receive an additional $2.00 per hour for all hours worked on that shift.

ARTICLE 16 - VACATION

Section 16.1 - Vacation Benefits. The full-time vacation benefit is based on employees who have accrued at least 2,080 compensated hours since their anniversary date of employment. The full-time vacation schedule is as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year of service</td>
<td>2 weeks (80 hours)</td>
</tr>
<tr>
<td>After 5 calendar years of service</td>
<td>3 weeks (120 hours)</td>
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<tr>
<td>After 10 calendar years of service</td>
<td>4 weeks (160 hours)</td>
</tr>
<tr>
<td>After 15 calendar years of service</td>
<td>5 weeks (200 hours)</td>
</tr>
</tbody>
</table>

Section 16.2 - Pro Rata Benefit. An employee who accrues less than 2,080 compensated hours since their anniversary date of employment shall receive a vacation benefit pro-rated from the full-time schedule.

Section 16.3 - Eligibility. Vacation shall be accrued from the commencement of employment but may not be used until after the completion of the employee's probationary period.

Section 16.4 - Terminal Vacation. Employees who have completed six (6) months of employment and subsequently terminate employment will be paid for unused vacation time that has been earned through the last day of work. Failure to give notice of resignation as provided in Section 27.1 without valid reason will result in forfeiture of fifty percent (50%) of accrued vacation.

Section 16.5 - Vacation Carryover. Earned vacation may be carried over to the vacation year following the first year it was earned. When the total of unused vacation time reaches two (2) times the annual vacation amount, further vacation accrual will stop.
Section 16.6 - Increments. Vacation time may be used in minimum increments of two (2) hours per day.

Section 16.7 - Vacation Requests. Employees should request vacation days in writing as early as possible and requests will be granted subject to staffing requirements. Employees who will have available time, may request to pre-schedule vacation days up to six (6) months prior to the vacation period sought. Requests will be answered in writing within two (2) weeks of receipt of the request. Approved vacations will be changed by the Employer only in emergency or unavoidable situations requiring the employee's services. A calendar will be posted at each clinic site and at the Business Office on which the Employer will post all approved vacation time. In the case where, on the same day, two or more employees submit requests for vacation for the same vacation dates, the most senior employee(s) will be granted the request, consistent with the remaining terms of this section.

ARTICLE 17 - HOLIDAYS

Section 17.1 - Recognized Holidays. The following are recognized holidays (or days designated as the holiday) when the Clinic is normally closed:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Day

In addition to the holidays listed above, each employee will receive one (1) floating holiday on each anniversary year of employment. Employees who have been employed for ten (10) years or more will receive a second floating holiday on each anniversary year of employment. Employees who have been employed for twenty (20) years or more will receive a third floating holiday in each anniversary year of employment. Employees who have been employed for twenty-five (25) years or more will receive a fourth floating holiday in each anniversary year of employment. In addition, the Parties have agreed to the provision contained in Letter of Understanding #2.

Section 17.2 - Full-Time Holiday Pay. Full-time employees (those regularly scheduled to work thirty (30) hours per week) shall receive eight (8) hours of holiday pay for each of the designated holidays.

Section 17.3 - Part-Time Holiday Pay. Part-time employees shall receive pro-rata holiday pay for each of the designated holidays based on the compensated hours paid in the six (6) payroll periods immediately preceding the designated holiday.

Section 17.4 - Worked Holidays. Employees who work on a designated holiday will receive the employee's regular rate of pay for the hours worked on the holiday plus one (1) hour of pay as holiday pay for each hour worked on the holiday up to a maximum of eight (8) hours.
Section 17.5 - Eligibility. Employees shall be eligible for holiday pay after completing the probationary period. In order to be eligible for holiday pay as set forth in this article, an employee must have worked his/her regularly scheduled work day immediately preceding the holiday and his/her regularly scheduled work day immediately following the holiday, except for the employee who is off on previously approved paid time or who, upon request of the supervisor, furnishes satisfactory proof of illness excusing such absence.

Section 17.6 - Holiday During a Paid Absence. If a holiday falls during an eligible employee's paid absence, such as vacation or sick leave, holiday pay will be paid instead of the paid time off benefit that otherwise would have applied.

Section 17.7 - Easter. Employees who work in Urgent Care on Easter Sunday will receive the employee's regular rate of pay for the hours worked on the holiday plus one (1) hour of pay as holiday pay for each hour worked on the holiday up to a maximum of eight (8) hours. Employees who do not work Easter will receive no holiday pay.

ARTICLE 18 - SICK LEAVE

Full-time employees shall accrue sick leave at the rate of six (6) hours each month. All employees shall receive a pro-rated sick leave based on compensated hours paid.

Sick leave shall be used for employee illness or injury, for time off due to the illness or injury of the employee's child or qualified family member pursuant to Minnesota law. Such leave shall accrue from the commencement of the employee's employment but may not be used until after completion of the employee's probationary period. Only for employees hired before April 1, 2004, the Employer shall continue its policies with respect to the employee being able to ask for payment of accrued unused sick leave pay at one-half (1/2) time as long as there is a remaining minimum balance of eighty (80) hours after payout, and payment of one-half (1/2) of accrued unused sick pay upon termination.

ARTICLE 19 - PENSION, PROFIT SHARING, 401(K)

The Employer will continue its existing pension, profit sharing, and Section 401(k) plans as they may be amended. The existing benefits may be provided either in the current plan or a separate plan at the discretion of the Employer, but such benefits shall be equivalent to existing benefits. 401(k) contributions up to twenty-five percent (25%) of an employee's wages may be made annually by the employee, if permitted by law.

ARTICLE 20 - HEALTH PLAN

The Employer will provide employees averaging thirty (30) hours or more per week the benefits under its existing health plan, as it may be amended.

The Employer shall pay eighty-nine percent (89%) of the cost of single medical insurance, eighty-four percent (84%) of the cost of single +1, and eighty-four percent (84%) of the cost of family medical insurance.
Effective January 2020, these rates will be:

Single: 90%
Single +1: 85%
Family: 85%

All provisions of this paragraph are subject to the terms Letter of Understanding #3.

The balance of the cost for employees electing coverage shall be paid by the employee. Employees are eligible for coverage on the first of the month following date of hire.

A task force consisting of an equal number of persons designated by the Union and Employer shall be formed to investigate different types of health plans to make coverage affordable as possible.

**ARTICLE 21 - DENTAL PLAN**

The Employer shall continue to make available the benefits of its existing group dental plan. Employees may elect coverage on the first of the month following date of hire by paying the cost of the plan.

**ARTICLE 22 - LIFE/AD&D PLAN**

The Employer shall provide employees averaging thirty (30) hours or more per week a group life/AD&D plan providing a benefit of two (2) times the employee’s annual salary. Employees are eligible for coverage on the first of the month after completing ninety (90) calendar days of employment. The cost of the plan shall be paid by the Employer.

**ARTICLE 23 - DISABILITY PLANS**

The Employer will provide employees averaging thirty (30) hours or more per week the benefits of its existing disability plans, as they may be amended. Employees are eligible for coverage on the first of the month after completing ninety (90) calendar days of employment. The cost of the plans shall be paid by the Employer.

**ARTICLE 24 - JURY DUTY**

Employees called to Jury Duty shall be reimbursed the difference between the amount paid for such jury service and the employee’s straight time hourly rate for the regularly scheduled hours of work during the time of such service, up to a maximum of two (2) weeks.

**ARTICLE 25 - BEREAVEMENT LEAVE**

Employees shall be granted up to five (5) days bereavement without loss of pay in the case of death of the employee’s spouse, or child; three (3) days bereavement without loss of pay in the
case of death of the employee's parent, or sibling; and two (2) days bereavement without loss of pay in the case of death of the employee's parents-in-law, brother or sister-in-law, grandparents, or grandchildren: one (1) day bereavement without loss of pay in the case of death of the employee's grandparent-in-law. Such leave shall be the day of the funeral or memorial service and the day before and after unless different days are agreed upon between the employee and Employer. Bereavement leave will be paid for hours regularly scheduled to work.

In addition to the bereavement provisions above employees will, upon request, be granted up to an additional two days of bereavement time off (paid as vacation or unpaid) but in no event will total bereavement time under this Article exceed seven (7) consecutive days.

ARTICLE 26 - SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction and after the conclusion of all available appeals, to be in conflict with any state or federal law, only that provision(s) shall be considered inapplicable, and the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 27 - GENERAL

Section 27.1 - Resignation. Employees will give the Employer at least two (2) weeks notice of resignation.

Section 27.2 - No Conflict With Agreement. The Employer agrees not to enter into any agreement or contract with its employees (who are in the classifications herein noted), either individually or collectively, which conflicts with any of the provisions of this Agreement.

Section 27.3 - Subcontracting. In the event the Employer subcontracts services, it will give prior notice to the Union and will bargain the effects of such subcontracting, including bargaining over possible reassignments, continuation of benefits, and/or outplacement assistance. Should any employee be laid off without an alternative position as a result of such subcontracting, the Employer will provide that employee with two (2) weeks severance pay (based upon compensated base rate hours in the six (6) payroll periods immediately preceding the notice of layoff) or two (2) weeks of notice, at the Employer's discretion, for each year of service with the Employer (subject to a minimum of four (4) and a maximum of twelve (12) weeks in total), provided that the employee continues to perform satisfactorily during any notice period and cooperates in all transition matters.

Section 27.4 - Benefit Level. The level of all fringe benefits in effect as of April 1, 2016 shall not be reduced during the term of this Agreement. Provided however that the Employer reserves the right to change insurance carriers and plans and/or self-insure so long as the benefits of the replacing plan(s) are reasonably comparable to the plan(s) being replaced.

Section 27.5 - Required Education. Education required by the Employer shall be paid by the Employer.
Section 27.6 - Uniform Allowance. The Employer will provide a uniform allowance for job classifications where the Employer requires a uniform. A uniform allowance of one hundred-ninety-three ($193.00) per year shall be paid on the employee's anniversary date. In the future, if RiverWay Clinics choose to select a new uniform vendor that results in an increase in cost to bargaining unit employees, RiverWay will consult with the Union Stewards first, and survey the membership if requested (status quo).

Section 27.7 - Other Sources of Employee Information. For other information pertinent to employees' employment and to employees' obligations and legal rights, employees should refer to their Employee Handbook and Code of Conduct and other employee policies issued from time to time and, during non-working time, to the Union website at www.SEIUHealthcaremn.org.

Section 27.8 - Workload. No employee shall be required to perform an unreasonable workload for an extended period of time.

Section 27.9 - Transcription Equipment Breakdown. If a transcriptionist's equipment becomes inoperable due to equipment failure, the Employer will provide suitable equipment at a work station at another site for use in transcription work.

Section 27.10 - Mileage. The Employer agrees to pay mileage on the additional miles (if any) that an employee drives in going to and from a clinic site other than her/his home clinic. This provision shall apply if the employee is assigned by the Employer to a different clinic. It does not apply when an employee is picking up an extra shift or otherwise voluntarily switching assignments.

Section 27.11 - Entire Agreement Amendments. The Employer and the Union agree that during the negotiations which resulted in this Agreement, each had the full and unlimited right and opportunity to raise and discuss any and all proposals with respect to any negotiable item and that all the understandings and agreements reached by the parties through the exercise of those rights are set forth in this Agreement. The parties further agree that all previous verbal and written agreements, understandings and past practices are hereby revoked and rendered null and void, to the extent not expressly incorporated in this Agreement, with the exception of past practices which are proven, by clear and convincing evidence, to have been in existence as of March 31, 2001. The parties further agree that neither can be required to bargain on any matters whatsoever during the term of this Agreement, in the absence of a mutual agreement to do so, and that no amendment or supplement to this Agreement which is not reduced to writing, dated and signed by the Employer and the Union representatives who have signed this Agreement, shall be of any effect whatsoever.

ARTICLE 28 - LABOR MANAGEMENT COOPERATION

The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance that is in the interest of both the employees and the Employer. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a labor/management meeting, provided that participation in discussion of non-grievance matters at any labor/management
meetings which may be scheduled by mutual agreement of the parties shall not diminish any party's rights.

In addition, the parties agree to establish a subcommittee of the Labor Management Committee to address issues relating to Staffing and Workload. The union may designate up to two members each from Andover and Elk River and up to three members from Anoka (one or more of whom may be the stewards). To minimize staffing disruptions, without the Employer's consent no more than four subcommittee members shall attend subcommittee meetings.

ARTICLE 29 - TUITION

The Employer shall provide up to $750.00 per year in educational reimbursement monies according to the current practice.

ARTICLE 30 - SAFE WORK ENVIRONMENT

Policy. It shall be the policy of the Employer and the employees that safety, the protection of work areas, adherence to necessary safety practices and the prevention of accidents are a continuing and integral part of their shared, every day responsibilities. The Employer, the Union and the employees are committed to maintaining a work environment that is free from hostile, abusive and disrespectful behavior.

It shall also be the responsibility of the Employer to provide, and all employees to participate in, programs that promote the safety of employees, patients and the public, including compliance with rules designed to promote safety and a violence-free workplace and, for employees, when requested by the Employer, to participate on safety-related committees. Employee responsibility includes, but is not limited to, the proper use of all safety devices in accordance with recognized safety procedures.

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

Employee Health and Safety concerns may be raised through the Employee's supervisor, manager or Human Resources, or through the Labor Management Committee (LMC) process.

Exposure. When it is determined that an employee has suffered an exposure in the workplace to an infectious agent, hazardous chemical agent, or harmful physical agent and, as a result, is not permitted to work by the Employer or by an appropriate regulatory agency, the employee shall be kept whole for loss of salary and benefits, including pension and seniority, until such time as the employee becomes eligible for workers' compensation or disability insurance. The employer further agrees that such an absence shall not be used for discipline or any other purpose under the employer's attendance program.
ARTICLE 31 - DURATION AND RENEWAL

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

Riverway Clinics

By ________________

Date 7/30/19

SEIU Healthcare Minnesota

By ________________

Date 8/6/19
Letter of Understanding # 1  
RiverWay Clinics  
and  
SEIU Healthcare Minnesota

March, 2007 [Updated 2019]

During the course of negotiations for a new contract, the parties reached an agreement with respect to accrual of benefits credit for members of the bargaining unit engaged in contract negotiations on behalf of the membership. Such negotiating committee members would receive eight hours total credit per day of actual negotiations towards vacation and sick leave accruals and for seniority purposes. It is understood that such credit will not be granted for days of planning or committee meetings only and that it would be limited to those individuals actually participating in the bargaining process.

RiverWay Clinics  
By [Signature]  
Date 7/30/19

SEIU Healthcare Minnesota  
By [Signature]  
Date 8/16/19
During the course of negotiations leading to this Agreement, the parties agreed to the following terms regarding Christmas Eve:

1. The Clinics will be open 8:00 a.m. and no later than 5:00 p.m. on December 24th.

2. The parties understand and agree that employees will receive four (4) hours of holiday pay for Christmas Eve Day, subject to the provisions of Section 17.2 and 17.3.

3. Employees who work on a full day on Christmas Eve will receive their regular rate of pay for all hours worked and in addition shall be paid at one and one-half ($1.50) times their rate of pay for the four (4) hours of the holiday. The Christmas Eve holiday pay provisions of this paragraph for employees who work on Christmas Eve are separate from and not in addition to the four hour Christmas Eve Holiday referenced in Paragraph 2, above. In no circumstances would an employee be paid for more than four holiday hours for Christmas Eve.

4. The Employer agrees to schedule the fewest number of bargaining unit employees as is reasonable to meet anticipated patient needs.

5. The Employer agrees to send employees home before clinic closing to the extent patient needs allow.

6. The Employer agrees to schedule Christmas Eve first by using volunteers for the day, and to the extent that the number of volunteers exceeds the Clinics needs, seniority rules prevail.

7. When the Employer does not have a sufficient number of volunteers to staff the clinics, the Employer may require employees to work, but no employee will be required to work more than every other Christmas Eve Day. (This provision does not apply to Urgent Care.)
Letter of Understanding #3  
RiverWay Clinics  
And  
SEIU Healthcare Minnesota  
(Renewed 2019)  

During the course of negotiations for a new contract for 2016 – 2019, the parties agreed to the following understanding which modifies the provisions of Article 20 and which are intended to address Medical Insurance ("Health Plans") premium increases for 2017 and years following until such time as this Letter is renegotiated:

a. In any year in which the total gross premium expense for the Health Plans is projected to exceed the HealthPartners Corporate Premium Trend for Fully Insured Plans, the parties shall utilize the Task Force process contained in Article 20. The Task Force will be required to look at Plan redesign or alternative plan options that would result in the total gross premiums for the Health Plans not increasing by more that the HealthPartners Corporate Premium Trend for Fully Insured Plans. Each party agrees to use their best efforts in this process to review, consider and potentially adopt such plan changes in order to minimize the expense increases to the Employer and to the Employees. Neither party will unreasonably withhold agreement to implement such changes.

b. If the Task Force cannot reach an agreement on such alternatives, then the existing plan options will continue for the following year and the premium contribution rates paid by the Employer and Employees respectively will be recalculated so that all premium cost increases at the rate of the HealthPartners Corporate Premium Trend for Fully Insured Plans will be shared at the Percentage rates contained in Article 20. That portion of the premium cost increases above the HealthPartners Corporate Premium Trend for Fully Insured Plans shall be borne entirely by the Employees.

RiverWay Clinics  
By  
Date 7/30/17

SEIU Healthcare Minnesota  
By  
Date 8/6/19
During the course of negotiations for the 2019-2022 collective bargaining agreement, the parties agreed to the following one-time economic terms:

1. A one-time ratification bonus will be paid in the amount of $250.00 (gross) to bargaining unit employees who are on the Riverway payroll as of the date of ratification (May 22, 2019) to be reflected in the first full pay period following the date of ratification of the contract.

2. A one-time retention bonus of one-half percent will be paid to bargaining unit employees who are on the Riverway payroll as of the date of ratification (May 22, 2019) and who are still actively employed at Riverway Clinic on April 1, 2021. This retention bonus will be paid based on each employees compensated hours in the twelve (12) calendar months from April 1, 2020 through March 31, 2021, and will be paid during the month of April 2021 and calculated based on each employee's April 1, 2021 base hourly rate.

RiverWay Clinics

By

Date 7/30/19

SEIU Healthcare Minnesota

By

Date 8/6/19
Letter of Understanding #6
RiverWay Clinics
And
SEIU Healthcare Minnesota
Urgent Care Designated Lead Weekend On-Call

[Updated 2019]

The parties have agreed to the terms under which an Urgent Care Staff member is assigned to be the Designated Lead to be available to take call on the employee’s scheduled weekend off. Those terms will include the following:

- The Designated Lead employee will be expected to provide the Clinic with the employee’s personal cell phone number or the RiverWay pager number that can be used to contact the employee during the weekend on call.

- Calls to be handled by the Designated Lead will be limited to calls of an emergent nature and the employee will be expected to be available only during the period of 7:00 a.m. to 10:00 p.m. for each day on call.

- For such weekend call duties, the Designated Lead will receive $25.00 per weekend day worked as Designated Lead. If the Designated Lead determines that it is necessary to come to a clinic site in response to a call, the Lead will receive pay for the hours actually worked in addition to the $25 weekend call pay.

RiverWay Clinics

By __________
Date __________

SEIU Healthcare Minnesota

By __________
Date __________
## ADDENDUM I – Wage Scales – Effective April 1, 2018

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