Allina Health Primary Care and Urgent Care / Doctors Council SEIU Local 10MD
First Contract Negotiations

Tentative Agreements Reached on March 26, 2026:

The parties agreed to the language described in the attached Exhibit A shown in blue text.

(Tentative agreements reached prior to March 26, 2026, are shown in black text.)

EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into effective on the DATE day of MONTH, YEAR, by and between the undersigned Allina Health Primary Care and Urgent Care, hereinafter referred to as "Allina Health," "Allina," or the "Employer," and Doctors Council SEIU Local 10MD, hereinafter referred to as "Doctors Council" or the "Union."

DEFINITIONS

Full-Time: A full-time employee is an employee with an FTE of 0.75 or higher.

Part-Time: A part-time employee is an employee with an FTE less than 0.75.

Casual: A casual employee is an employee with an FTE of 0.0.

Benefit Eligible: A benefit eligible is an employe with an FTE of 0.5 or higher.

Provider: The term "provider" refers to physicians, nurse practitioners, and physician assistants.

Advanced Practice Provider (APP): The term "advanced practice provider" refers to nurse practitioners and physician assistants.

ARTICLE X
RECOGNITION

The Union shall be the sole representative of all physicians, nurse practitioners, and physician assistants employed by the Employer and practicing primary care or urgent care in the Allina Health Group clinics within the bargaining unit certified by the National Labor Relations Board in Case 18-RC-323609 or otherwise either agreed to by the parties or determined by the NLRB, as follows:

> All full-time and regular part-time physicians, nurse practitioners, and physician assistants employed by the Employer and practicing primary care or urgent care in the Allina Health Group clinics (including same day clinic providers, regional coverage providers, and team coverage providers) listed in Exhibit A to the Certification of Representative issued by NLRB Region 18 on October 20, 2023; excluding all lead providers, associate lead providers, business office clericals, office clericals, Registered Nurses, all other professionals, technical employees, non-professional employees, confidential employees, managers, all other employees, and guards and supervisors as defined in the Act, as amended.

ARTICLE X
GRIEVANCE AND ARBITRATION PROCEDURE

(A) **General Provisions.**

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

On a case-by-case basis, the time limits outlined in this Article may be extended by written mutual agreement of the parties as entered into between a Union Delegate or Union Representative and a representative of Allina Health Labor Relations.

Any decision to be made by the Employer that is not actually issued within the time limits set forth in this Article for Step 1 or Step 2 will be deemed to have been issued as a denial of the grievance effective on the deadline date and will be subject to appeal accordingly.

Only the Union or the Employer shall have the right to take a grievance to arbitration.

(B) **Grievance and Arbitration Procedure.**

Step 1 – Pre-Grievance:

The employee and/or Union Delegate will discuss the alleged grievance with the employee's manager in an attempt to resolve the issue. The parties will jointly agree to a time frame for a response. This pre-grievance process will not extend the time limits for filing a written Step 2 grievance unless otherwise agreed pursuant to this Article.

Step 2 – Written Grievance:

If the grievance is not resolved at Step 1, it must be submitted by a Union Delegate or Union Representative, in writing, to Allina Health Labor Relations. A written grievance shall include the Article and Section of the contract allegedly violated, the desired remedy or correction, and be signed and dated by a Union Delegate and/or Union Representative.

The Step 2 grievance must be submitted in writing within thirty (30) calendar days after the date of the occurrence giving rise to the grievance. A grievance relating to pay (wages, hours, vacations and days off, etc.) must be submitted in writing within sixty (60) calendar days after the payday for the applicable period. Failure to give such notice shall be a permanent waiver of the rights to pursue such grievance.

Within ten (10) calendar days from receipt of the grievance, representatives from the Employer and the Union and the grievant(s) will meet and attempt to resolve the

grievance. Within ten (10) calendar days after the date of the meeting, the Employer will issue a decision on the grievance to the Union Delegate and or Union Representative and the grievant attending the meeting.

Step 3 – Arbitration and Mediation Procedure.

In the event the grievance is not resolved, either the Union or the Employer shall have the right to appeal the grievance to Arbitration. All disputes referred to the Board shall be filed with the Director/Vice-President of Allina Labor Relations within thirty (30) calendar days after receipt of the Employer's written decision. Failure to give such notice shall be a permanent waiver of the rights to pursue such grievance.

The time limits in this Step 3 may be extended by mutual agreement to enlist the services of the Federal Mediation and Conciliation Service (FMCS). Any settlement reached as a result of the FMCS process is not final and binding unless mutually agreed to by the parties.

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

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

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

The decision or award by the Arbitrators or a majority of them shall be final and binding.

Neither the Arbitrator nor the Board of Arbitration shall have authority to add, subtract or modify the terms and provisions of this agreement. The Arbitrator and the Board of Arbitration shall be confined to the issues raised in the written grievance and it shall have no power to decide any other issues.

The decision or award by the Arbitrator or the Board of Arbitration shall be in writing and shall be final and binding. The expenses of the Arbitrator or the Board of Arbitration shall be shared by the Employer and the Union equally.

ARTICLE X
JOB OPENINGS

(A) **Job Openings:** Openings for positions at a particular site shall be posted electronically for at least ten (10) calendar days prior to filling a position. (For purposes of this Article, Urgent Care, Same Day Care, and the Float Pool are considered a "site.")

(B) **Candidate Selection:** Allina Health will review candidates who apply for the open position and determine who should be interviewed by a panel of providers at that site. All internal candidates who apply within the 10-day period after the position is initially posted will be interviewed. The dates and times of interviews, for both internal and external candidates, will be set by Allina Health and communicated to all site providers. Providers may need to adjust their schedules to participate. Feedback will be collected from all providers who participated in the interview and will be used to inform the final decision. Allina Health shall make the final decision on candidate selection.

(C) **Awarding Positions to Internal Candidates:** Current bargaining unit employees awarded a new position in the bargaining unit will not be required to remain in their former position for a period of greater than three (3) months from the date of being awarded the new position, although the employee and the Employer may mutually agree to extend this time period beyond three months.

(D) **Employee Notification:** All Employees who submitted an application for an open position during the ten (10) day posting period and all Employees who were interviewed for a position shall be notified regarding their selection status.

(E) Requests to transfer sites can be made outside the process described in this Article. If an employee requests to transfer to a site where a job is posted pursuant to this Article, then this Article will apply. Transfer requests must be submitted to Talent Acquisition. The Employer will acknowledge a request within 10 days of its submission. A response to requests will be provided within 30 days of the submission unless otherwise agreed between the Employer and the provider.

ARTICLE X
PROVIDER SCHEDULES AND TEMPLATES

(A) **Scheduling and Templates – Primary Care (Primary Care Providers, Float Pool Providers, Regional Coverage Providers, and Team Care Providers).**

(1) **Clinic Hours:** Clinic hours will be established by the Employer.

(2) **Provider Schedules (work days and hours) and Base Templates (appointments times, visit lengths, blocked time within scheduled work day, and scope of practice in addition to core competencies).**

Provider work schedules will be developed with the provider to ensure adequate staffing and coverage to meet operational requirements. Providers will be scheduled to their designated FTE and designated number of contact hours. Work schedules may consist of in-person clinic days only, virtual-only days (for RCPs and other providers as approved by the Employer) or a mix of in-person clinic days and virtual visit days. Float Pool providers may submit requests to be assigned to specific clinics, although assignments will be based on clinic needs.

Provider base templates will be developed between the site leadership and provider upon hire.

(3) **Changes to Schedules – PCPs, FPPs, RCPs, and TCPs.**

(a) When a provider initiates a change to the provider's recurring schedule, the site leadership will discuss the requested change with the provider. Provider initiated requests will not be unreasonably denied.

(b) When the Employer initiates a change to providers' recurring schedules, the site leadership will discuss the changes with the provider or providers potentially impacted. If agreement cannot be reached among the providers and the Employer, changes will be implemented by the Employer in a manner to attempt to minimize the impact on the provider group.

(c) Temporary changes to schedules (including changing an in-person clinic day to a virtual visit day) may be initiated by providers or the Employer. The site leadership will discuss the requested change with the provider. Provider initiated requests will not be unreasonably denied.

Providers should follow call-in procedure when an urgent need arises to change to same day virtual care.

(4) **Changes to Base Template – PCPs, FPPs, RCPs, and TCPs.**

Changes to a provider's base template, both short and long-term adjustments, may be initiated by the provider or the Employer. The site leadership will discuss the request with the provider. Except to address a short-term clinic need or changes in schedules, base templates will only be changed by mutual agreement of the provider and Employer.

PCPs who only deliver same day service, RCPs, and TCPs may modify their templates for a particular day or week to address patient care needs.

(5) **Extra Shifts – FPPs, RCPs, and TCPs.**

If the Employer determines that additional shifts should be filled, the providers will be notified of such shifts by email. Shifts will be awarded to providers who respond on a first-come/first-served basis.

(6) **Increase or Decrease in FTE – PCPs, FPPs, RCPs, and TCPs.**

Providers may request to increase or decrease their FTE. Once requested, the Employer will schedule a meeting with the provider to discuss the request. Requests will be granted whenever possible. Changes to FTE will occur as soon as it is possible.

(7) **Opening and Closing a Practice – PCPs.**

Requests to open or close a provider's practice to new patients may be initiated by the provider or the Employer. The site leadership will discuss the request with the provider. Provider initiated requests will not be unreasonably denied. If a practice is opened or closed, no new requests may be made for six months.

If a provider separates employment with Allina Health, takes a non-paneled position within the Allina Health clinics, or moves out of the Allina Health clinics, other providers may be required to accept that departing provider's patients on a temporary or continuing basis even if their practice is closed. Prior to assigning such patients to a provider on a continuing basis, the site leadership will discuss the proposed assignment with the provider.

(B) **Scheduling and Templates – Urgent Care.**

(1) **Clinic Hours:** Clinic hours will be established by the Employer.

(2) **Provider Schedules (work days, hours, and sites).**

(a) Work schedules will be developed between the Employer and providers to ensure adequate staffing and coverage to meet operational requirements. Providers will be scheduled to their designated FTE.

(b) Providers hired prior to [effective date of first contract] may be scheduled to work at up to three (3) sites (virtual care can substitute for one (1) site). Providers may choose to work at more than three (3) sites.

Providers hired on or after [effective date of first contract] may be scheduled to work at up to four (4) sites (virtual care can substitute for one (1) site). Providers may choose to work at more than four (4) sites.

(c) Providers with an FTE of 0.5 or higher will have a recurring 4-week schedule. Initial schedules will be determined based on shift availability at the time of hire and will include a mix of day, evening, and weekend shifts. Once established, the 4-week schedule will continue recurring unless changed as described in Section (B)(2) below. Providers with an FTE of less than 0.5 will not have a recurring schedule.

(d) Providers with an FTE of 0.6 or higher may be scheduled for up to four (4) weekend shifts (two Friday evening shifts count as one weekend shift) during each 4-week schedule.

Providers with an FTE of between 0.5 and 0.59 as of [effective date of first contract] may be scheduled for up to two (2) weekend shifts (two Friday evening shifts count as one weekend shift) during each 4-week schedule. Otherwise, providers with an FTE of between 0.5 and 0.59 may be scheduled for up to three (3) weekend shifts (two Friday evening shifts count as one weekend shift) during each 4-week schedule.

Providers with an FTE of less than 0.5 must work at least one (1) weekday shift per calendar month and one (1) weekend shift per calendar month (one Friday evening shift count as one weekend shift). If a weekend shift is not available, the provider must work an additional weekday shift. However, such providers with an FTE position in the bargaining unit must work two (2) shifts per month.

Unless approved by the Employer, the minimum number of shifts must be in-person shifts. Providers may request to be scheduled additional weekend shifts.

(e) Providers schedules will include 30 minutes at the end of a day shift and one hour at the end of shift in which the clinic closes for continuing patient care, administrative/non-patient facing time, which will be counted toward the providers FTE. If patient care tasks are completed, the provider may leave before the shift ends without affecting FTE. However, the provider will only be paid for hours worked.

(f) Work schedules will be posted electronically by the Employer each month and will cover the next one-year period. Schedules may still be changed in accordance with Section (B)(3) (below) after they are posted.

(g) Allina Health will institute patient scheduling policies to limit the number of patients registered prior to the close of the clinic so that providers can generally expect to leave work reasonably close to the time their shift is scheduled to end. The parties also acknowledge that in a healthcare setting circumstances may arise that require a provider to stay beyond the end of a scheduled shift.

(3) **Changes to Schedules.**

(a) **Recurring Changes.**

When a provider initiates a change to the provider's recurring schedule, the Employer will discuss the requested change with the provider or providers in the event the providers seek to trade shifts on their recurring schedules. Trading shifts on recurring schedules may not result in overtime and providers will assume holidays that are already scheduled. Provider initiated requests will not be unreasonably denied.

When the Employer initiates a change to a provider's recurring schedule, the Employer will seek volunteers to fill the identified needs. If the need cannot be filled by volunteers, changes will be made to minimize impact on the provider group.

Shifts that are vacated by another provider will be posted internally and available to providers who want to change their recurring templates on a first-come/first-served basis.

(b) **Single Day Changes.**

The Employer may change site assignments of a scheduled shift up to two (2) weeks prior to the shift.

Providers may be required to float within their templated clinic sites with less than two (2) weeks' notice provided that the Employer solicited volunteers first. If there are no volunteers, providers will be assigned to float on a rotating basis while maintaining appropriate skill sets in the respective clinics. Providers may volunteer to float outside of their templated sites.

The Employer will notify the provider promptly after any change is made.

(4) **Increase or Decrease in FTE.**

Providers may request to increase or decrease their FTE. Once requested, the Employer will schedule a meeting with the provider to discuss the request. Requests will be granted whenever possible. Changes to FTE will occur as soon as it is possible.

(5) **Additional Shifts.**

The Employer will post open shifts through its scheduling program when the Employer determines a shift should be filled and providers can request to pick up open shifts through the Employer's scheduling program. For shifts posted more than 60 days prior to the date of the open shift, preference will be given to providers with an FTE of 0.5 or greater who request to work the shift within two weeks of the posting and would not incur overtime, while maintaining appropriate skill sets in the clinic. Otherwise, requests will be considered on a first-come/first-served basis while maintaining appropriate skill sets in the clinic and the Employer will approve or deny the request as soon as possible after the request is made by no later than one (1) week after submission.

Shifts will not be made available to outside agency providers until the first day of the month for the following month (e.g., December 1 for shifts in January). Shifts will continue to be open for employed providers after they are opened for agency staff until a shift is filled.

(6) **Shift Trades.**

Providers may trade shifts through the Employer's scheduling program up no earlier than three (3) months prior to the shifts and no later than the day before the shift. Trades must be within the same 4-week recurring schedule and may not result in a provider working more than 60 hours in a week or in a provider incurring overtime without Employer approval. The Employer may deny a trade if it does not maintain appropriate skill sets in the clinic.

(7) **Shift Giveaways.**

Providers may give away a shift through Employer's scheduling program no earlier than three (3) months prior to the shift and no later than the day before the shift. The employee may either use PTO hours to meet their FTE within the pay period or go under the employee's FTE for the pay period. Give-aways may not result in overtime without Employer approval. The Employer may deny a giveaway if it does not maintain appropriate skill sets at a site. An employee may give-away up to nine (9) shifts per calendar year.

ARTICLE X
LABOR-MANAGEMENT COMMITTEE

(A) A joint Labor-Management Committee shall be established to support labor and management cooperation, build trust and understanding, communicate, and to engage joint problem solving on areas of mutual interest.

The LMC is charged with discussing, exploring, and studying topics referred to it by either party. These topics may include issues impacting clinic practice, patient care and other matters of mutual concern including but not limited to: templates, panels, staffing support, schedules, workloads and the effective and efficient utilizations of providers, organizational effectiveness, operational challenges, communications, job enrichment, productivity improvement, new technologies, training and development, practice model changes, utilization of employees skills and knowledge, effectiveness of new interventions, and improving working relationships between the Employer and bargaining unit employees.

The LMC may with mutual agreement establish subcommittees and/or task forces to address issues as seems appropriate.

(B) The LMC will consist of an appropriate number of representatives of the Employer and the Union not to exceed ten (10) members per party (not including a representative from Allina Health Labor Relations and the Union's staff). The LMC will meet every other month, or at a different frequency as may be agreed to by the parties, unless cancelled by mutual agreement. Meetings will be scheduled for up to two (2) hours. The Employer and the Union will each select a chairperson for the LMC who serve as co-chairs. Agendas will be prepared jointly by the co-chairs prior to each meeting.

(C) The LMC does not have the authority to adjust grievances, modify the collective bargaining agreement, or otherwise modify the terms and conditions of employment for bargaining unit employees. No specific grievances shall be discussed, although topics that could lead to grievances may be discussed. No bargaining shall take place. If an issue that is of mutual benefit to the Employer and the Union surfaces and is covered by the collective bargaining agreement, the appropriate representatives from Allina Health Labor Relations and the Union will discuss the matter outside the LMC.

(D) By mutual agreement, the parties may establish local clinical or specialty-level LMCs on either a continuing or ad hoc basis.

ARTICLE X
MENTORSHIP

Advanced Practice Providers (APPs) will be provided a mentor upon the start of employment. Physicians who recently completed residency (first position after training program) may also be provided a mentor upon the start of employment. Mentors will regularly collaborate with the mentee to support onboarding process. The mentorship period will include regular evaluation and case-based mentorship and guidance.

Mentors are providers who have volunteered and will be appointed to mentor APPs or physicians based on interest and availability. When there are available volunteers, APPs will be assigned to mentor other APPs. If there are insufficient volunteers, mentors will be assigned.

During the mentorship period, the mentor should notify clinic leadership of any additional training needs for the mentee. At the completion of the mentorship period, mentors will perform a review with clinic leadership and they will meet with the mentee to identify any ongoing mentorship needs or other steps. Mentorship can be ended early by agreement of clinic leadership and the mentor.

(A) **Primary Care.**

(a) APPs with less than two (2) years of experience in Primary Care, Urgent Care, or Emergency Medicine will receive twelve (12) months of mentorship. Mentors will dedicate 120 hours over 12 months for the APP's onboarding.

(b) APPs with two (2) or more years of experience in Primary Care, Urgent Care, or Emergency Medicine will receive six (6) months of mentorship. Mentors will dedicate 60 hours over 6 months for the APP's onboarding.

(c) APPs in the Team Coverage Provider and Regional Coverage Provider roles will receive six (6) months of mentorship. Mentors will dedicate 60 hours over 6 months for the APP's onboarding.

(d) Physicians who recently completed residency may be offered six (6) months of mentorship. Mentors will dedicate 40 hours over 6 months for the physician's onboarding.

(e) Whenever possible, mentors will be assigned to no more than 2 mentees per year. More than one mentor may be assigned to new providers.

(B) **Urgent Care.**

(a) For new graduate APPs (those with no experience), mentees will be scheduled as additional providers on staff for up to the first 40 shifts. For the first 10 shifts, both the mentor and mentee will be scheduled as additional providers.

(b) For APPs with less than two years of experience, mentees will be scheduled as additional providers on staff for up to the first 10 shifts. For the first 5 shifts, both the mentor and mentee will be scheduled as additional providers.

(c) For APPs with 2 or more years of experience or physicians who recently completed residency, mentees will be scheduled as an additional provider on staff

for up to the first 4 scheduled shifts. For the first shift, both the mentor and mentee will be scheduled as additional providers.

(d) More than one mentor may be assigned to new Urgent Care providers.

ARTICLE X
UNION SECURITY

(A) **Union Membership:** After completion of the introductory period of thirty (30) calendar days of employment, the Collective Bargaining Agreement provides the Employee with the following two (2) choices:

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

2. Employees may choose not to become a Union member and pay monthly fees (an amount not to exceed monthly Union dues.)

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. This Agreement provides that Employees may voluntarily elect to have Union dues and fees deducted from their checks and sent to the Union.

(B) **Good Standing:** All Employees covered by this Agreement who are now or may hereafter become members of the 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 standard regular monthly dues (or non-member fees), uniformly required as a condition of acquiring or retaining membership in the Union.

Payments required by this section shall be made only after an Employee has completed thirty (30) calendar days of employment. Union Members' monthly dues required by Item 1 (above) shall be due and payable upon the thirty-first (31st) day of employment and must be paid within ten (10) days thereafter and subsequent monthly dues shall be paid by the 10th of day of each month unless deducted from the employee's paycheck pursuant to Section (C) below. Non-Members' fees required by Item 2 (above) are due and payable upon the thirty-first (31st) day of employment and must be paid within ten (10) days thereafter and subsequent monthly fees shall be paid by the 10th of day of each month unless deducted from the employee's paycheck pursuant to Section (C) below.

Any Union member or Employee electing to pay the monthly dues or monthly fees who is delinquent in making the payments required herein for more than thirty (30) calendar days shall be terminated by the Employer without any notice to the delinquent Employee. Termination shall occur within thirty (30) calendar days after receipt of written notice from the Union to the Employer of such delinquency.

The Union shall hold the Employer harmless from any claims of an employee so terminated.

The Union will also send copies to the Employer of the various warnings sent to the members pursuant to its present practices so that the Employer may take steps designed to keep the employees in good standing.

(C) **Dues/Fees Deductions:** For the period from [EFFECTIVE DATE OF CONTRACT], through [EXPIRATION DATE OF CONTRACT], the Employer agrees to deduct Union dues, or comparable enrollment and service fees for employees electing not to become Union members, from the compensation of employees who voluntarily provide the Employer with a written authorization to make such deductions. The written authorization shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from the compensation of employees each pay period (or at such other intervals as may be agreed upon in writing by the Employer and the Union). Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Union will hold the Employer harmless from any dispute with an employee concerning deductions made.

Employees may express authorization by submitting a written application, through electronically recorded voice authorization, by submitting an online deduction authorization, or by any other means indicating agreement allowed under state and federal law.

Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union. The Employer will work with the Union in order to process dues and reporting of hours electronically.

(D) **Employee Lists:** Each pay period, the Employer will send to the Union, in a sortable electronic format (e.g., Excel), a list with the following information for bargaining unit employees:

1. Current Employees: name, social security number, gross pay per pay period, FTE, and dues deduction amount.

2. Employees Entering the Bargaining Unit: name, hire date, address, phone number, personal email addresses (to the extent maintained for HR purposes), classification, compensation plan, FTE, and social security number.

3. Employees Leaving the Bargaining Unit: name, termination date, classification, and social security number.

4. Employees Transferring Within the Bargaining Unit: name, social security number, date of job transfer, position the employee is transferring from and into.

5. Employees on Leave of Absence: name, date leave begins, expected date of return, and social security number.

6. Changes: name, changes, address changes, phone number changes, personal email addresses (to the extent maintained for HR purposes) changes, change in classification, and social security number.

The parties may agree in writing to an alternative identifier to the social security number (e.g., the last four digits of the SSN and EIN or other identifier).

(E) **Yearly Updates:** Upon written notice by the Union, the Employer will provide yearly updates for each employee in the bargaining unit regarding any additional information reasonably requested by the Union for purposes of administering the union security provisions in this Agreement. The information may include the employee's name, social security number, hire/seniority date, job classification, gross annual compensation, and total annual dues deducted. The parties may agree in writing to an alternative identifier to the social security number (e.g., the last four digits of the SSN and EIN or other identifier).

The provisions Sections (A) through (C) in this Article X (Union Security) article shall be deemed to be of no force and effect in any State (e.g., Wisconsin) in which the making or enforcement of such a provision is contrary to law. In any State where the making and enforcement of such a provision is permitted only after compliance with certain lawful conditions precedent, this Article shall be deemed to take effect for employees covered by this Agreement within thirty (30) days of the completion of such conditions precedent.

ARTICLE X
MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the management of the clinics and the direction of the working forces shall be vested solely and exclusively in Allina Health. This provision shall include, but is not limited to, the right to hire; to determine the quality and quantity of work performed; to determine the number of employees to be employed; to lay off employees; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies and services; to maintain and improve efficiency; to require observance of Allina Health rules, regulations, and other policies; to discipline or discharge employees for just cause; to schedule work and to determine the number of hours to be worked; to determine the methods and equipment to be utilized and the type of services to be provided; and to change, modify or discontinue existing methods of service and equipment to be used or provided.

ARTICLE X
CORRECTIVE ACTION

(A) **Just Cause:** The Employer shall not issue corrective action without just cause.

(B) **Corrective Action:** Corrective action includes verbal warnings, written warnings, suspension (or final written warnings), and discharge. It is understood that any such corrective action will be applied on a case-by-case basis as determined by the Employer based on the seriousness and severity of the violation and that not all steps in progressive discipline are required, consistent with the principles of just cause.

(C) **Representation**: Providers have the right to have a Union Delegate present during an investigatory interview conducted by or on behalf of Employer that the provider reasonably believes may result in corrective action or a meeting to deliver corrective action. Requests for Union representation shall be granted promptly so as not to delay corrective action or investigation. When an employee declines Union representation, a Waiver Notice form will be provided to the employee. A copy will be provided to the Union.

(D) **Notice of Corrective Action:** A copy of any corrective action notice shall be given to the employee with a copy provided to the Union.

(E) **Active Period of Corrective Action:** For purposes of progressive discipline, corrective action will be considered inactive after twelve (12) months from the date it is issued unless additional corrective action is issued to the employee during that twelve (12)-month period.

The Employer's corrective action process is separate from the activities conducted by peer review organizations or their representatives for peer review/quality processes pursuant to Minn. Stat. 145.61 et seq. or Wis. Stat. 146.38. Actions, recommendations, meetings, and other activities that are part of a peer review/quality process are not covered by this Article.

ARTICLE X
PERFORMANCE MANAGEMENT

The Employer may address issues outside of the corrective action process through performance management. This process may include informal or formal coachings and PIPs. PIPs are not disciplinary. Failure to successfully complete a PIP may result in an extension of the PIP or a repeated PIP, or it may result in corrective action subject to Article X (Corrective Action). Failure to successfully complete a PIP will not be grounds for corrective action after twelve (12) months from the date of issuance of the PIP.

The Employer's performance management process is separate from the activities conducted by peer review organizations or their representatives for peer review/quality processes pursuant to Minn. Stat. 145.61 et seq. or Wis. Stat. 146.38. Actions, recommendations, meetings, and other activities that are part of a peer review/quality process are not covered by this Article.

ARTICLE X
PROBATIONARY PERIOD

The first twelve (12) months of employment in the bargaining unit will be a probationary period, during which time an employee may be discharged by the Employer at any time with or without cause. After at least six (6) months of employment, an employee may request a performance review which shall not be unreasonably denied.

ARTICLE X
LAY OFF AND RECALL

(A) **Layoff:** In making staff reductions, the Employer will determine the number of positions and/or hours to be reduced within a specialty, classification, and clinic. Layoffs shall be made in the reverse order of seniority within the specialty, classification, and clinic affected provided, however, a less senior employee may be retained out of sequence if more senior employees do not have the necessary qualifications, skills, and training to perform the duties required unless the qualifications, skills, and training can be acquired by the senior employee prior to the effective date of the layoff.

The Employer will give the Union at least 90 days' notice prior to making any layoffs. Within 20 days of the Employer's notice, the Employer and Union will meet to discuss the reduction process and potential options for reducing the impact of any reductions (e.g., voluntary reductions, leaves of absence, notice of openings, potential transfers to other clinics, etc.).

Employees who have been notified they will be laid off shall be interviewed for any open position at clinic locations covered by this agreement for which they apply and for which they are qualified.

(B) **Recall:** Employees shall be recalled in order of seniority. Employees shall retain recall rights for a period equal to their accrued seniority up to a maximum of two (2) years.

An employee shall inform the Employer within seven (7) calendar days from the date the Employer issues a notice of recall that they will be exercising their recall rights. If the Employer issues a notice of recall, employees will be allowed up to thirty (30) calendar days from the date the Employer issues a notice of recall or seven (7) days after the employee's credentials are restored (if necessary), whichever is later, to report to work.

Employees on layoff status will be responsible for providing current contact information to the Employer and for being accessible while on layoff status.

ARTICLE X
UNION REPRESENTATIVES

(A) **Union Delegates:** The Employer recognizes the right of the Union to elect or select from employees who are members of the Union to act as Union Delegates and to handle such Union business at the clinics as may from time-to-time be delegated to them by the Union in connection with this collective bargaining relationship. The work may be conducted only so long as it does not interfere with the work assignment of the Union Delegate, other employees, or patient care. The names of such Union Delegates shall be furnished, in writing, to Allina Health Labor Relations and Allina Health Human Resources, and any changes in Union Delegates shall be reported to Allina Health Labor Relations and Allina Health Human Resources in writing.

(B) **Welcome Day:** All newly hired bargaining-unit employees shall be allowed to meet with a union representative, designated by the Union, for no more than 30 minutes in the first week of employment outside of new employee orientation time to receive information on their Union and Union Membership.

(C) **Bulletin Board:** A bulletin board in or near the break room or provider work area will be made available in each clinic to the Union for the purpose of posting union communications regarding bargaining unit matters.

(D) **Union Access:** Union representatives may have access at reasonable times to the bulletin boards referenced in Section X(C) (above) and to non-patient, non-public meeting rooms designated by the Employer to discharge their duties as representatives of the Union. Meeting rooms may be reserved by contacting site leadership (or Human Resources if designated by the clinic).

ARTICLE X
NO STRIKE / NO LOCKOUT

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

ARTICLE X
SEVERABILITY / SAVINGS

Should any provision of this Agreement at any time during its life be finally and effectively determined by a court or administrative agency to be inoperative because of any conflict with present or future federal, state, or local law or regulation, then such provision shall continue in effect only to the extent permitted and the remaining provisions of this Agreement shall remain in full force and effect. In that event, the parties shall enter into negotiations for the purposes of, insofar as possible, retaining the original intent and effect of any provision so affected by such law or regulation.

ARTICLE X
ACCOMMODATIONS

The parties will endeavor to provide a respectful work environment regardless of employees' sex, gender identity/expression, sexual orientation, race, color, creed, religion, national origin, age, disability, marital status, or any other protected characteristic.

(A) **Disability:** Allina Health will provide a reasonable accommodation to qualified employees with known disabilities (employees with a disability who has the skill, experience and training to perform the essential job functions, and can perform the job's essential functions with or without reasonable accommodation) to allow the employee to perform the essential functions of the position or enable the employee to enjoy equal benefits and privileges of employment, unless such accommodation poses an undue hardship to the organization.

(B) **Sincerely-Held Religious Belief:** Upon request, Allina Health will make reasonable accommodations for employees' sincerely-held religious beliefs, observances, and practices, unless the accommodation poses an undue hardship for Allina Health.

(C) **Pregnancy/Childbirth and Lactation.**

(1) **Pregnancy/Childbirth:** Allina Health will provide reasonable accommodations for employees with health conditions relating to pregnancy or childbirth.

(2) **Lactation:** Allina Health will provide reasonable break times for an employee to express milk during their work shift. Where possible, the break times may run concurrently with any paid and unpaid break times already provided to the employee. If the employee requires additional break times to express milk, the leader and employee will work together to determine a schedule. Allina will not reduce an employee's compensation for reasonable time spent expressing milk under this section.

Reasonable efforts will be made to provide a clean, private, and secure room, other than a bathroom, in close proximity to the employee's work area that is shielded from view and free from intrusion by co-workers and the public and that has access to an electrical outlet. The room may also be used for other purposes.

ARTICLE X
SEIU (COPE)

The Employer agrees to deduct and transmit to Doctors Council, COPE, amounts per pay period from the wages of those employees who voluntarily authorized such contributions on the forms provided for that purpose by Doctors Council. These transmittals shall occur for each payroll 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 such employee.

Note:
- Doctors Council withdrew its proposals on Maintenance of Benefits and Successorship.
- Allina Health withdrew its proposal on Full Agreement.

ARTICLE X
ON-CALL DUTY

On-call hours will be designated by the Employer to ensure adequate staffing and coverage to meet operational requirements at each clinic or clinic/specialty grouping (as determined by the Employer).

Bargaining unit providers in each clinic need to cover their proportionate share of on-call hours, including weekend and holiday on-call hours, at all clinics or clinic/specialty groupings (e.g., FMOB). The proportionate share will be based on the number of providers at each clinic or clinic grouping (including leads and associate leads for the clinic or clinic/specialty grouping in which they participate in on-call duty). The bargaining unit providers in each clinic or clinic/specialty grouping will determine the pool of bargaining unit providers who take on-call duty and they have the discretion to develop an on-call schedule to cover the on-call hours designated by the Employer not already assigned to the leads and associate leads. If the schedule developed by the providers does not cover all on-call hours designated by the Employer, the Employer will assign providers to cover the open on-call hours.

Primary care providers who receive calls that need a response from a different provider or specialty will follow the escalation workflow as outlined by the Employer. If the Employer changes the workflow, the Employer will notify employees of the modified workflow.

After the on-call schedule is developed by the providers, on-call duty may be traded or given away by providers within the clinic or clinic grouping. Providers are required to find a replacement if they are not available for a scheduled on-call shift.

ARTICLE X
HEALTH AND SAFETY

(A) **Statement of Purpose:** It is the policy of the Employer that the safety of the employees, the protection of work areas, the adequate education of appropriate safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. Consistent with Allina Health policy, the Employer is committed to a culture that reduces workplace exposures causing health effects, enhances overall safety and security in the workplace, and provides a respectful workplace for all employees. The Employer is committed to addressing behavior that violates Allina Health policy. The Employer will make a reasonable effort to provide employees with safe and adequate equipment, working environment, and facilities.

(B) **Employee Responsibility and Participation:** It is the responsibility of all employees to cooperate in programs to promote safety for themselves and for the public and to comply with rules, policies, 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. Providers selected by the Union may participate in the Employer's workplace safety committees, including any health and safety committees and workplace violence prevention committees, and may request blocked time to participate.

(C) **High Consequence Infectious Diseases, Hazardous Chemical Agents, or Harmful Physical Agents:** When High Consequence Infectious Disease ("HCID") as defined by the Centers for Disease Control is diagnosed or suspected, upon request of the Union, the Employer shall meet promptly with the Union to discuss appropriate responsive measures.

When it is determined that an employee has suffered an exposure in the workplace to an HCID, hazardous chemical agent, or harmful physical agent and, as a result, is not permitted to work in the clinic by the Employer or by an appropriate regulatory agency and the provider is unable to work virtually, the employee shall be compensated as if the employee had worked as planned based on the applicable compensation plan (e.g., run rate, hourly rate, etc.) and benefits 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 policy.

If a quarantine directed by a state or federal agency is due to a workplace exposure to an HCID and the quarantine results in the employee being unable to return home, the Employer shall provide room and board without charge for the duration of the quarantine. The employee shall be reimbursed for mutually agreed upon reasonable expenses incurred as a direct result of the quarantine.

(D) **Violence in the Workplace.**

(1) **Response Plan:** The Employer will have a response plan for emergency situations where violence or the threat of violence occurs. Staff at each facility will receive violence prevention training, including de-escalation training, staff members' responsibilities during an incident, and post-incident procedures. Employees are responsible for attending the training scheduled by the Employer. Employer reports of these situations will be reviewed by the Health and Safety Committee or other committee designated by the Employer.

If a provider has been subject to documented incidents of violence, threats of violence, or harassment by a patient, the patient's family member, or a visitor accompanying the patient and that provider wants to discontinue seeing that patient, the provider should contact the clinic leadership to discuss the situation. Such discussion will include potential options to address the behavior and accommodations that may allow for continuing care. If, after this discussion the provider wants to discontinue seeing that patient, the provider and leader will discuss the appropriate transfer of care.

Whenever a patient (or family member or visitor) with a known history of violent behavior is expected at the clinic, a risk mitigation plan will be developed with the provider scheduled to see such patient. Plans will be reviewed after each visit to determine if changes are recommended for subsequent visits.

(2) **Report of Incident**: Employees are strongly encouraged to report all incidents of workplace violence, to see a medical provider to evaluate injuries, and to contact Employee Occupational Health following any incident of workplace violence.

(3) **Post-Incident Support**: The Employer will encourage employees to report incidents of workplace violence and offer available EAP and Well-being services. Employee Occupational Health will contact the employee's leader to coordinate the implementation of post-incident protocols as appropriate. Employee Occupational Health and/or local leadership will facilitate support and resources for the affected employee(s) (e.g., EAP/Well-being services).

Any provider who has experienced violence in the workplace and is unable to continue working will be given the opportunity to be free from duty without loss of pay for the remainder of that shift.

When an employee exercises the opportunity to be free from duty as described above and patient staffing needs allow as determined by the Employer, the employee will have the right to request a bargaining unit peer or clinic leader to provide emotional support during that shift. The support may include the peer or clinic leader accompanying them to Urgent Care, Emergency Room, or to Employee Occupational Health, or to remain on premises with the employee for the remainder of that shift without loss of pay for the peer support provider.

If the provider believes additional time away is needed, Employee Occupational Health and Human Resources will explore options with the employee via programs, resources, and offerings available such as paid administrative leave and assistance with the Workers' Compensation Process.

After any violent incident impacting clinic operations, the clinic will conduct an immediate debrief with staff to inform decisions on whether returning to operation is appropriate.

(E) **Facilities:** The Employer is committed to providing safe and secure facilities including, but not limited to secure work areas and locked storage spaces.

ARTICLE X
CONTINUING MEDICAL EDUCATION AND LICENSURE

(A) **Continuing Medical Education:** Physicians and APPs with an FTE of 0.5 or higher are eligible for continuing medical education benefits available through the Employer's Continuing Medical Education policy under the same terms and conditions applicable to the Employer's non-contract physicians and APPs, respectively, as determined by the Employer from time-to-time except as described below. The Employer will notify the Union of any change to the policy.

For full-time providers (those with an FTE of 0.75 or higher), providers will be reimbursed up to the maximum amount listed below:

Physicians:	$4,500.00
APPs:	$2,750.00

For providers with an FTE between 0.5 and 0.74, the maximum amount for full-time providers will be prorated based on their FTE.

Eligible CME expenses for conferences and seminars occurring in the following calendar year may be submitted and credited against the current year allowance in accordance with the rules in the Employer's Continuing Medical Education policy (e.g., the activity must take place by March 31 of the following calendar year, etc.).

Professional society and medical association dues are reimbursable or directly paid from the CME allowance in the year in which the dues are paid. Renewals occurring in the following calendar year may be submitted and credited against the current year allowance in accordance with the rules in the Employer's Continuing Medical Education policy (e.g., the renewal must be due by March 31 of the following calendar year, no dues covering multiple years, etc.).

(B) **Technology Stipend:** Physicians and APPs are also eligible for the taxable technology stipend available through the Employer's Continuing Medical Education policy under the same terms and conditions applicable to the Employer's non-contract physicians and APPs, respectively, as determined by the Employer from time-to-time.

(C) **Licensure and Certifications:** Licensure (medical and DEA) in states where the provider practices on behalf of Allina Health and certification-related costs for certification required as part of the provider's employment are reimbursed outside of the CME program.

ARTICLE X
LEAVES OF ABSENCE

(A) **Employee Medical Leave of Absence.**

Employees who are unable to work because of their own serious health condition may take an unpaid leave of absence of up to one (1) year. For purposes of this policy, a serious health condition is defined as an illness, injury, impairment, or physical or mental conditions which involves one or more of the following: an overnight stay in a hospital or medical care facility or continuing treatment by a healthcare provider for a condition that prevents the employee from working, attending school or participating in other daily activities.

For purposes of this policy, continuing treatment for a serious health condition means: a period of incapacity of more than three (3) consecutive days combined with at least two (2) visits to a healthcare provider, or one visit to healthcare provider paired with a regimen of continuing treatment; incapacity due to pregnancy; incapacity or treatment for such incapacity due to a chronic condition; incapacity due to a permanent or long-term condition; or absences for conditions requiring multiple treatments covered by the Family Medical Leave Act ("FMLA").

During such leaves employees may use accrued PTO.

Any leave taken under this provision will run concurrently with other applicable leaves provided by Allina Heath policy or federal and state laws.

(B) **Family Member Medical Leave of Absence.**

Employees who are unable to work because of a family member's serious health condition may take an unpaid leave of absence of up to four (4) months. For purposes of this policy, a serious health condition is defined as an illness, injury, impairment, or physical or mental conditions which involves one or more of the following: an overnight stay in a hospital or medical care facility or continuing treatment by a healthcare provider for a condition that prevents the employee from working, attending school or participating in other daily activities.

For purposes of this policy, continuing treatment for a serious health condition means: a period of incapacity of more than three (3) consecutive days combined with at least two (2) visits to a healthcare provider, or one visit to healthcare provider paired with a regimen of continuing treatment; incapacity due to pregnancy; incapacity or treatment for such incapacity due to a chronic condition; incapacity due to a permanent or long-term condition; or absences for conditions requiring multiple treatments covered by FMLA. For purposes of this policy, covered family members include the employee's spouse; child who is under 18 or children 18+ if they are incapable of self-care because of a disability (including biological, adopted, or foster, stepchild); parent (including

biological, adoptive, step, or foster, legal guardian or other individual who stood in loco parentis to the employee, but excludes parent "in-laws.").

During such leaves employees may use accrued PTO.

Any leave taken under this provision will run concurrently with other applicable leaves provided by Allina Heath policy or federal and state laws.

(C) **New Child Parental Leave of Absence.**

Employees may take an unpaid leave of absence for up to twelve (12) weeks for the birth of their child or for the placement of a child for adoption or foster care, or to birthing parents for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions.

During such leaves employees may use accrued PTO.

Any leave taken under this provision will run concurrently with other applicable leaves provided by Allina Heath policy or federal and state laws.

(D) **Bereavement.**

Employees are allowed up to three (3) non-consecutive days off without loss of pay to make arrangements, attend a service, or for grieving. These three days are to be taken within 60 days of the death. Exceptions to the 60-day timeframe may apply in extenuating circumstances (e.g., delayed military burial).

For purposes of this policy, covered family members include the following list and the same relatives by marriage (i.e., in-laws, step): parent, spouse, sibling, child, legal guardian, grandchild, grandparent (or great grandparent), and a pregnancy that did not come to term.

Any leave taken under this provision will run concurrently with other applicable leaves provided by Allina Heath policy or federal and state laws.

(E) **Jury Duty and Court Appearances.**

Employees receive their regular rate of pay while serving on a jury. Any amount paid by the government for jury service is deducted from the employee's regular pay.

Employees who receive a subpoena from Allina Health or are requested by Allina Health to spend time as a witness or preparing for a judicial proceeding will be paid for their time at their regular rate of pay.

ARTICLE X
SENIORITY

(A) **Definition**: Seniority will be determined by the employees' most recent date of hire into the primary care and urgent care bargaining unit, regardless of any changes in classification or work location within the bargaining unit. In the event of identical hire dates, the higher of the last digit of the employees' social security numbers will determine who is more senior. If the last digits are identical, then the last two digits will be used.

There shall be no break in seniority during the period of a leave of absence.

(B) **Seniority Transferability:** Seniority is transferable between Doctors Council bargaining units at Allina Health, provided that each of the applicable contracts contains this provision. When an employee transfers from one Doctors Council bargaining unit to another Doctors Council bargaining unit within the system, the employee shall bring their seniority to the new facility.

(C) **Seniority Restoration**: If an Employee leaves the bargaining unit and subsequently returns to the bargaining unit, the employee's seniority shall be restored, minus the time spent outside of the bargaining unit, if they return to a bargaining unit position within five (5) years. In that case, the Provider's seniority date will be determined by the month and day of original hire date, and the year will be adjusted by the years spent in the non-bargaining unit position, rounded to the nearest whole year (or 26 weeks or more in a year). (for example: if the original seniority date is January 1, 2020 and the employee spends two years and 23 weeks in a non-bargaining unit position, the new seniority date will be January 1, 2022).

(D) **Lists**: On January 10, April 10, July 10, and October 10 of each year, seniority lists shall be revised, distributed to designated Union Delegates, and a copy furnished to the Union. If an employee identifies discrepancies, including but not limited to, wrong name spellings, hire dates, job classifications, the employee must notify Human Resources in writing within thirty (30) calendar days of the date of the posting of the seniority list. The Employer shall notify the employee in writing of the receipt of their written appeal. These questions shall be investigated by the Employer and changes made when appropriate.