

Northern Pines Medical Center

(Business Office & Ward Clerk Staff)

Contract

Effective
10/01/2016 – 09/30/2019



United Food and Commercial Workers Union Local 1189

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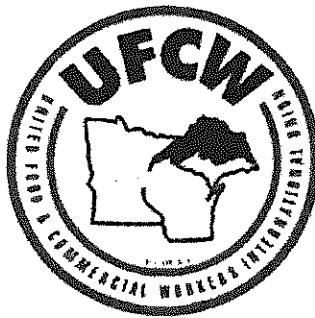
COLLECTIVE BARGAINING AGREEMENT

By and Between

NORTHERN PINES MEDICAL CENTER

AND

UNITED FOOD AND COMMERCIAL
WORKERS UNION
LOCAL 1189



1-800-942-3546
FAX 1-218-728-5178
www.ufcwn1189.org
Healthcare

Northern Pines Medical Center, AURORA MINNESOTA
(Business office and Ward Clerk Staff)

and

UFCW LOCAL 1189, DULUTH, MINNESOTA

Effective October 1, 2016 – September 30, 2019

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AGREEMENT

This Agreement dated the first day of (October, 2010), entered into by and between the NORTHERN PINES MEDICAL CENTER, AURORA MINNESOTA, hereinafter referred to as the EMPLOYER, and UNITED FOOD AND COMMERCIAL WORKERS UNION, AFL-CIO, LOCAL 1189, affiliated with the UNITED FOOD AND COMMERCIAL WORKERS UNION, AFL-CIO, hereinafter referred to as the UNION.

ARTICLE 1: INTENT AND PURPOSE

- 1.1 The purpose of this Agreement is to (a) promote and insure harmonious relations, cooperation and understanding between the Employer and its employees; (b) to encourage economy of operation and the protection of property; (c) to establish standard hours of work, rates of pay and working conditions; and to these ends, the Employer pledges its employees considerate and courteous treatment and the employees, directly and through their agent, the union, pledge the Employer loyal and efficient service.

ARTICLE 2: RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of the employees in the unit composed of all regular full-time and part-time Ward Clerks and Patient Service Assistants (PSA) of Northern Pines Medical Center and Nursing Home, Aurora, Minnesota; excluding all Administrators and Supervisors, Registered Nurses, Maintenance, Physical Therapy, Occupational Therapy, Social Services, Medical Records, Activities Personnel, and all newly created positions not in the clerical department.
- 2.2 All employees covered by this Agreement shall, as a condition of employment, become members of the Union and remain members, and all new employees, both full-time and part-time shall upon completion of their probationary period become members and remain members of the Union for the duration of this Agreement.
- 2.3 The Employer shall, during the first period of each month, deduct Union initiation fees and dues from the wages of each employee who, in writing, authorizes such deductions. However, in the event of any deduction or payment made in error by the Employer as a result of this Agreement, said Union agrees to indemnify and hold harmless the Employer for any such claims that might be occasioned as a result of an erroneous deduction.
- 2.4 All sums deducted shall be remitted to the Union together with a list of the names of the employees from whose pay deductions were made monthly.

ARTICLE 3: RIGHTS AND MANAGEMENT

- 3.1 The management of the hospital and the direction of the working force, including the right to direct, plan and control hospital operations, to hire, recall, promote, transfer demote, suspend for cause, discipline and discharge employees for cause, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities, and to change existing operating methods and/or facilities, and to manage the hospital are invested exclusively in the Employer, except as limited by the provisions of this Agreement. The Union agrees to observe and uphold such reasonable rules and regulations as the Employer from time to time may establish. The Employer shall have the right to enforce compliance for the purpose of

proper management of the institution except as limited by the provisions of this Agreement.

ARTICLE 4: HOURS OF WORK

- 4.1 (A) The normal hours of work shall be a maximum of eighty (80) hours in a fourteen (14) day payroll period. All hours worked in excess of eight (8) hours per day and eighty (80) hours in a fourteen (14) day payroll period shall be compensated at a rate of time and one-half (1 ½) the employee's regular rate of pay, or time and one-half (1 ½) off, provided that such hours are taken off within that same payroll period and have been approved by the Employer.

There shall be no pyramiding of overtime and to the extent that hours are compensated at overtime rates, they shall not be counted as hours worked in computing overtime under the same or any other overtime provisions. An employee's compensated sick leave hours are not counted as hours worked for the purposes of calculating overtime. The normal workweek shall not be construed as a guarantee of hours or work per day or per week. Once the schedule has been posted, an employee who wished to take time off for a period of time covered by this posted schedule must submit a request in LaborWorkx. Such requests are subject to approval by the Employer.

- (B) The employee will not be scheduled for less than a four (4) hour shift.
- (C) It shall be provided that applicable pay rates will be paid to all employees required by the Employer to attend mandatory inservice meetings, and mandatory continuing education seminars up to the maximum of their regularly scheduled shift.
- (D) Employees may self-schedule themselves subject to supervisor approval. The normal workweek will run from Monday through Sunday. Sunday night will be considered the first shift of a new work week.
- (E) All new Business/Clerical employees who have less than forty (40) hours a week will be offered any available shifts/hours before casual/temporary employees. A casual/temporary employee is only used if no Business/Clerical employee with less than forty (40) hours per week wants the shift, Employees will be called to fill shifts if eligible on a rotating call list based on seniority.
- (F) The afternoon shift shall be all shifts starting between 11:00 a.m. and 5:00 p.m.
- (G) When an employee is required to work a second (2nd) consecutive Saturday and/or Sunday, the employee shall be compensated at one and one half (1 ½) times their regular rate of pay for the second consecutive Saturday and/or Sunday. Unless the employees volunteer/exchange for two (2) weekends in a row, then the employee shall receive her/his regular rate of pay for the second (2nd) weekend of work.

All employees scheduled for six (6) hours or more shall receive two (2) fifteen (15) minute rest periods at times designated by their immediate supervisor. Employees working shifts of six (6) hours or more shall be entitled to an unpaid lunch break of one-half (1/2) hour.

When an employee is called out to work on other than her/his regular scheduled shift, the employee shall receive a minimum of four (4) hours' pay at the straight time rate. When an employee reports for work in accordance with her/his schedule without having been

notified not to report, she/he shall receive a minimum of four (4) hours' work. If there is no work available, then the employee shall receive four (4) hours' pay.

- 4.4 An employee whose hours are reduced because of low need shall be compensated only for the actual hours worked. If the employee is called back to work on the same work day, she/he shall be compensated for the difference between the hours worked that day and a regular eight (8) hour day.
- 4.5 There shall be no split shifts except in an emergency.
- 4.6 **Alternate Work Agreement**

By agreement of the Union, employee, and Employer, flexible schedules for work in excess of eight (8) hours per day may be used with overtime based on a forty (40) hour work week. Either the Employee or the Employer may rescind such a flexible schedule upon thirty (30) days written notice to the other party.

ARTICLE 5: DEFINITION OF FULL-TIME AND PART-TIME EMPLOYEES

- 5.1 (A) A full time employee is defined as an employee regularly/normally scheduled to work eighty (80) hours in a two (2) week period.

(B) Continued recognition of full-time status can be maintained with a schedule variance from the above, if acceptable by the employee, the Employer and the Union.

- 5.2 **Definition of a Full-time employee:**

All regular full-time employees shall be scheduled the minimum hours required to be considered full-time prior to any employee being scheduled in excess of the defined minimum hours. When this has been accomplished, any excess hours shall be granted according to seniority.

- 5.3 **Definition of a Part-time employee**

Part-time employees are those employees routinely scheduled to work their minimum of forty (40) hours or more per pay period, but less than eighty (80) hours per pay period, and not to exceed nine (9) scheduled shifts.

All regular part-time employees shall be scheduled their minimum hours before casual and temporary employees are called to work.

- 5.4 **Casual/Temporary Employees:** Those employees who work irregularly or occasionally as needed and who are not regularly scheduled.

- 5.5 The schedule approved by the Employer for the period beginning on Monday shall be posted not later than fourteen (14) days in advance except in an emergency. Requests shall be made prior to posting. All changes after schedules have been posted shall be approved by the Employer, except in an emergency, which will be verified upon the employee's return to work.

- 5.6 A regularly scheduled part-time employee who is scheduled for, or consistently works, additional shifts beyond those in her/his FTE in her/his specified area may, after six (6) months, request that the average number of additional shifts worked in that preceding six (6) months be added to her/his authorized FTE.

The Employer shall compare the employee's shifts per payroll period with factors such as the number of concurrent leaves of absence, work volumes, weekend coverage, and the viability of resultant unfilled shifts or position. Once these factors have been considered, the Employer shall modify the employee's authorized FTE. However, no FTE greater than 1.0 shall be permitted.

ARTICLE 6: HOLIDAY PROVISIONS

6.1 All full-time and part-time employees will be allowed the following seven (7) holidays with pay, prorated on FTE status. The Employer, in its sole discretion, may exclude holiday hours in the calculation of an employee's FTE during the pay period in which the holiday falls.

1. New Year's Holiday New Year's Eve – afternoon shift (start time of 11:00am – 5:00pm inclusive)
New Year's Day – day and afternoon shifts
2. Easter Sunday
3. Memorial Day
4. July Fourth
5. Labor Day
6. Thanksgiving Day
7. Christmas Holiday Christmas Eve – afternoon shift (start time of 11:00am – 5:00pm inclusive)
Christmas Day – day and afternoon shifts

All Employees who work are only entitled to be paid for the actual Holiday once

Employees who work the afternoon shift on Christmas Eve and/or New Year's Eve shall receive holiday premium for such shift(s) worked.

6.2 A full-time employee required to work on any of the above holidays will be compensated for such performed work at a rate of one and one-half (1 ½) the employee's regular hourly rate for all hours worked, in addition to eight (8) hours of holiday pay.

When any of the above holidays fall on a Sunday, the employee will be allowed to take a day off within four (4) weeks before or after the holiday based upon seniority, but subject to management approval and workloads.

6.3 A regular part-time employee who is required to work on any of the seven (7) holidays listed above shall be compensated at one and one-half (1 ½) the employee's regular hourly rate for all hours worked, in addition to eight (8) hours' holiday pay.

6.4 To be eligible for holiday pay an employee must have worked on the last scheduled day of work prior to and on the first scheduled day following the holiday. Scheduled day shall be defined as a regular scheduled day.

6.5 If an employee's paid holiday shall occur during her/his vacation, she/he shall be granted an additional day of paid vacation.

6.6 Holiday pay will apply to the legal day and not the calendar day.

6.7 Personal Day: only those employees who were employed by the Employer on 09/12/2011 and who had been employed (as of 9/12/2011) for one (1) year will be allowed two

(2) scheduled personal holidays except in an emergency at her/his discretion with supervisory approval.

6.8 Recognition Day: Only those employees who were employed by the Employer on 09/12/2011 and who had been employed (as of 9/12/2011) for more than ten (10) years or more shall receive one (1) extra scheduled day off with pay at their discretion with supervisory approval. Employees who have worked thirty one thousand two hundred (31,200) hours shall receive one additional Recognition Day.

6.9 Day off will be granted in the following order:

1. Holiday
2. Vacation
3. Requested Days Off

6.10 Holidays will be self-scheduled by seniority. In the event that no employee fills the shift, inverse seniority will be used to fill the shift.

ARTICLE 7: VACATIONS

7.1 This Article applies only to those employees with an authorized FTE of 0.06 or greater who were on the payroll as of (09/12/2011).

7.2 Vacation will be accrued each two (2) week payroll period, at the rate of .07693 hour for each credited hour. Accrual will be based on all credited hours (includes worked hours, vacation hours, and overtime hours) up to a maximum of eighty (80) credited hours each two (2) week payroll period.

7.3 Employees will be able to accrue vacation hours up to a maximum of three hundred twenty (320) hours. Once an employee has reached this maximum, no additional hours will accrue. Once an employee uses vacation to bring her/his vacation balance below the three hundred twenty (320) hour maximum, she/he will resume accruals of vacation until the maximum has been once again reached.

7.4 Vacation pay will be paid as part of an employee's regular payroll check covering the period in which the vacation was taken.

7.5 Employees can use vacation in two (2) hour increments, with supervisory approval.

7.6 A week's vacation shall be construed to be a calendar week beginning Monday and ending Sunday. This will not prevent an employee from requesting, and being granted, vacation for other periods (e.g., Wednesday through Thursday).

7.7 A vacation sign-up schedule must be completed in November of each year for the next calendar year. Seniority shall be used in selection of vacation time.

7.8 Employees who have been employed and have more than 41,600 hours of service shall receive one (1) extra Vacation Day.

7.9 Employees who have been employed with more than 52,000 hours of service shall receive one (1) extra Vacation Day.

7.10 Employees who have been employed with more than 62,400 hours of service shall receive one (1) extra Vacation Day.

- 7.11 Fully earned vacation pay will be paid when the employee takes his/her vacation, if the employee makes a request for same in writing. Checks will be issued only at request on the payday before vacation.
- 7.12 Vacation time shall not be accumulative from year to year. All employees shall receive hours of vacation the first pay period of January. The scheduling of vacations will be handled by seniority as of the first pay day in January. Employees may use one-half (Y2) of allotted vacation as separate days or partial days with supervisory approval.
- 7.13 An employee shall give a two-week written notice of intention to terminate his/her employment in order to qualify for terminal benefits, except in extenuating circumstances such as health reasons.
- 7.14 Leaves of absence shall not be considered as service in determining eligibility for vacations.
- 7.15 Vacations for regular part-time employees will be prorated based on the above time schedule.

A week's vacation shall be construed to be a calendar week beginning on Monday through Sunday. A vacation sign-up schedule must be completed in November of each year by seniority.

ARTICLE 8: SICK LEAVE

This Article applies only to those employees who were on the payroll as of (09/12/2011).

- 8.1 Full-time and part-time employees shall be credited with one (1) day (eight (8) hours) sick leave with pay for every one hundred seventy-three and three-tenths (173.3) hours worked and may accumulate any unused sick leave up to a maximum of seven hundred (700) hours.
- 8.2 After an employee has reached seven hundred (700) hours, an employee may trade in those hours in excess of seven hundred (700) hours, at the end of any calendar year at the rate of forty (40) hours' sick leave pay for one (1) day eight (8) hours of vacation pay.

The excess accumulation will start July 1, 2001, and vacation bonus will be taken on a calendar year basis beginning January 1, 2002. The excess hours not traded in for vacation cannot be accumulated to the next year.
- 8.3 Sick leave pay shall be calculated at straight time earnings.
- 8.4 It is agreed that the daily sick leave benefit payable to an employee when his/her absence has been caused by an industrial illness or accident shall be the difference between benefits payable to him/her under the Worker's Compensation Law and the sick leave benefit otherwise due, and the employee's sick leave account shall be charged accordingly.
- 8.5 Upon returning from sick leave absence of over three (3) days, an employee will be required to present a certificate of illness from their physician, showing the reason for their absence.
- 8.6 Sick leave shall not be accrued while on a leave of absence.
- 8.7 Employees will be allowed to utilize sick leave at up to eight (8) hours per day for any scheduled weekday. Employees will be allowed to utilize sick hours for leaves provided by

the Family Medical Leave Act. This shall include appointments that must be scheduled during an employee's scheduled work shift. Paid sick leave will be allowed during hospitalization of a covered family member that fits the FMLA definition.

- 8.8 The Employer shall provide employees with a ten thousand (\$10,000.00) Life Insurance/AD & D Policy and a Long Term Disability Policy.

ARTICLE 9: PAID TIME OFF ("PTO")

- 9.1 Paid Time Off ("PTO") Program is designed to meet an individual employee's need for personal time off or cash conversion.
- 9.2 PTO days may be used for vacation, illnesses, family emergencies, health or dental care, personal business and/or other elective absences.

PTO accrual is based upon actual hours worked.

Payment of PTO will be made at the employee's regular rate of pay.

Accrual of PTO commences upon hire. Employees are eligible to use accrued PTO immediately.

ACCURAL TABLE FOR PTO

| Years Of Service | Accrual Rate | 1.0 FTE Annual Accumulation (in Days) |
|------------------|--------------|---------------------------------------|
| 0<3 | 0.06538 | 17 |
| 3<6 | 0.06920 | 18 |
| 6 | 0.07692 | 20 |
| 7 | 0.08076 | 21 |
| 8 | 0.08461 | 22 |
| 9 | 0.08846 | 23 |
| 10 | 0.09230 | 24 |
| 11 | 0.09615 | 25 |
| 12 | 0.10000 | 26 |
| 13 | 0.10384 | 27 |
| 14+ | 0.10769 | 28 |

The maximum accumulation in an employee's PTO Bank will be one and one half (1%) times the employee's annual accrual. When the employee reaches the maximum accumulation, the accrual then begins in the employee's Reserve Bank. A maximum of four-hundred and eighty (480) hours may accumulate in the Reserve Bank. When hours are used in the PTO Bank, accruals end in the Reserve Bank and begin again in the PTO Bank.

- 9.4 Requests for PTO must be submitted to the employee's immediate supervisor as far in advance of the requested time off as possible. The immediate supervisor shall respond to requests for time off in advance of the date(s) requested, in a accordance with department guidelines.

In the event of an unexpected illness or emergency, the employee is expected to provide as much notice as possible.

Management may limit the granting of PTO to assure proper staffing levels. Notwithstanding the above, approval of PTO requests will be based upon total seniority within each department according to departmental guidelines, and will be coordinated with requests for Vacation time off from those employees covered under the Article 7 (Vacations). Management will review PTO and Vacation guidelines with staff on an annual basis, if requested. The Employer has the sole right to determine proper staffing levels.

- 9.5 **Reserve Bank:** An employee may opt to transfer any or all of the excess hours from her/his PTO Bank on a one for one basis to her/his Reserve Bank twice per year (June 1st and December 1st). A total of 40 hours must be left in the PTO Bank after hours have been transferred to the Reserve Bank.

Hours may accumulate in the Reserve Bank in the following ways: (A) accrual rollover from the PTO Bank upon reaching the maximum; or (B) optional transfer from the PTO Bank.

Once an employee has used three (3) consecutive days per calendar year of Regular PTO for illness or accident the employee may access her/his Reserve Bank following the first day of the illness or accident. If the employee elects to draw from her/his Reserve Bank, she/he will continue to draw down the Reserve Bank until the Reserve Bank balance is depleted.

- 9.5 **Sell Back:** Employees may "sell back" (cash out) Reserve Bank hours. A balance of forty (40) hours must be left in the Reserve Bank when selling back. Such sell back of Reserve Bank hours may be done twice per year (June 1st and December 1st). Payments will be made according to the following Schedule:

| <u>Years of Service</u> | <u>Payment Percentage</u> |
|-------------------------|---------------------------|
| 0-2 | -0- |
| 2-5 | 25% |
| 5-8 | 40% |
| 8- 11 | 60% |
| 11 - 14 | 80% |
| 14+ | 100% |

Upon termination of employment (voluntary or involuntary), the employee will be paid the remaining Reserve Bank hours in accordance with the above sell back schedule.

- 9.7 **Bonus:** Employees with an authorized FTE of 0.6 greater will receive a one-time bonus of PTO hours based upon the following schedule, pro-rated for FTE status.

| | |
|---------------------|-------------------|
| 20 years of Service | 5 Days (40 Hours) |
| 25 years of Service | 5 Days (40 Hours) |
| 30 years of Service | 5 Days (40 Hours) |

- 9.8 An employee from outside the bargaining unit who transfers into a position covered by this CBA will, if under the vacation/sick plans, have her/his unused vacation hours and sick leave hours converted to PTO in accordance with this Article.

Likewise, an employee who is covered under this CBA who bids on and accepts a different position within this CBA will, if under the vacation/sick plans, have her/his unused vacation hours and sick leave hours converted to PTO in accordance with this Article.

ARTICLE 10: INSURANCE

- 10.1 **Medical Insurance:** Beginning the first (1st) of the month following sixty (60) days of employment, employees with a 0.6 FTE or greater will be eligible to participate in the Employer-sponsored group health insurance plans.

Health insurance Plan C will be offered along with non-contract plan options for Plan Year 2014. Health insurance Plan C will no longer be available to employees as of January 1, 2015. Employees hired prior to ratification of this collective bargaining agreement, December 4, 2014, who are currently enrolled in Plan C shall have the option to maintain enrollment in Plan C through December 31, 2014. Essentia Health shall have the right to change the insurance program and/or select an alternate carrier during the term of this agreement. The Employer will notify the Union prior to implementing any change in health benefits.

For employees in Plan C, or a non-contract plan, the Employer shall contribute eight-five percent (85%) to the total premium for the Single insurance coverage under plan C or a non-contract plan. For employees in Plan C, or a non-contract plan, the Employer shall contribute seventy-five percent (75%) to the total Family and Single Plus 1 insurance coverage under Plan C or a non-contract plan.

Employees who are hired after ratification of this collective bargaining agreement, employees who have transferred from within Essentia Health into the bargaining unit after ratification, and employees hired prior to ratification that were not enrolled in Plan C for 2013 plan year, shall have the option to be enrolled only in plans made available to non-contract employees. The Employer

shall pay eighty-five (85%) of the cost of the Single health insurance and seventy-five percent (75%) of the cost of the Family and Single Plus 1 health insurance for plan years 2014 and 2015. The Employer shall have the right to change the insurance program and/or select an alternate carrier during the term of this collective bargaining agreement. Commencing with health insurance plan year 2016, and all years thereafter, the Employer shall have the right to change the premium structure, change the insurance program, and/or select an alternate carrier. The parties have agreed to meet and confer prior to the effectuation of substantive change.

For the 2015 plan year (January 1, 2015, through December 31, 2015) and subsequent years, all employees covered under this collective bargaining agreement shall have the option to be enrolled only in plans made available to non-contract employees. The Employer shall pay eighty-five percent (85%) of the cost of the Single health insurance and seventy-five percent (75%) of the cost of the Family and Single Plus 1 health insurance for plan year 2015. However, the Employer shall have the right to change the insurance program and/or select alternate carrier during the term of the agreement. Commencing with health insurance plan year 2016, and all plan years thereafter, the Employer shall have the right to change the premium structure, change the insurance program, and/or select an alternate carrier. The parties have agreed to meet and confer prior to the effectuation of substantive change.

For those eligible employees electing to be covered under Plan "C", the Employer shall pay eighty-five percent (85%) of the premium for single health insurance coverage and seventy-five percent (75%) of the premium for single +1 and family health insurance coverage for those eligible employees electing to be covered by the insurance program. It is agreed that the Employer reserves the right to change, alter and/or modify the current health plan offered and/or select an alternative carrier during the term of this agreement. The Employer will notice the Union prior to implementing any change in health benefits.

10.2 **Dental:** The Employer will offer, without employee contribution, single dental coverage to full or part-time employees who are 0.6 FTE or greater. The coverage shall become effective on the first of the month following successful completion of ninety (90) days of employment upon entering or returning to an eligible status. If the employee wishes to obtain family dental coverage and if available under the rules of the carrier, the employee can obtain such coverage at his/her own expense if permitted by the carrier. It is agreed that the Employer reserves the right to change, alter and/or modify the dental coverage offered and/or select an alternative carrier during the term of this agreement. The Employer will notice the Union prior to implementing of any change in health benefits.

10.3 **Group Life Insurance:** Full and part-time employees who are .6 FTE or greater shall be eligible for enrollment in the Employer's group term life insurance program. The Employer shall pay the premium. The coverage shall be in the face amount of one hundred percent (100% of the employee's annual base salary, computed on the employee's regular rate of pay up to a maximum of \$50,000.00).

The coverage shall become effective on the first month following successful completion of ninety (90) days of employment and shall be subject to the terms of the insurance policy and the rules of the insurer.

10.4 **Long-Term Disability Insurance:** The Employer shall enroll all employees who are 0.6 FTE or greater in its Long Term Disability Insurance program. The Employer shall pay 100% of the premium for this insurance.

ARTICLE 11: RETIREMENT

11.1 The Employer shall make an annual contribution to an Employer Sponsored Defined Contribution Plan for all eligible participants in the Plan who are credited with one thousand (1000) hours of service during the Plan year, and are employed by the employer on the last day of the Plan year. Employees who participate in the plan with be vested 50% after one (1) year of service with 1,000 hours and 100% after two (2) years of service with 1,000 hours.

Employees eligible shall be after attaining eighteen (18) years of age and one (1) year of service with 1,000 hours.

11.2 Effective July 1, 2010, the Employer contribution shall be five percent (5%) of the employee's wages through June 30, 2012. Effective July 1, 2012, and thereafter, the Employer contribution shall be the same percentage contribution as the contribution for non-contract employees. It is further understood that the annual contribution shall be made at the same time and in the same manner as contributions are made for non-contract employees.

ARTICLE 12: SENIORITY

- 12.1 Departmental seniority shall be granted to all employees, and shall be determined on the basis of the total number of hours worked. All new employees shall be placed on the seniority list after the completion of a probationary period of five hundred twenty (520) hours and their seniority rights shall revert to the first day of employment. Total hours worked is defined as all paid hours.
- 12.2 An employee's seniority for any purpose shall be broken and terminated by:
- (A) Voluntarily quitting employment;
 - (B) Discharge for cause;
 - (C) Failure to report back to work within one (1) calendar week after recall from layoff. Such recall notice shall be communicated by certified mail, return receipt requested. If an employee is unable to return from recall from layoff she/he must communicate by registered certified mail with the Employer as to their availability within one (1) week after receipt of notice of recall;
 - (D) Failure to apply for re-employment within statutory limitation after honorable discharge from military service;
 - (E) Retirement, total disability continuing for a period of one (1) year, and layoff after one (1) year has elapsed since the date of layoff
- 12.3 Voluntary Time Off (VTO): Prior to implementing layoff and if there is a short-term reduction in available work, the Employer may offer employees the opportunity to volunteer to take time off (VTO). Employees taking VTO will do so unpaid, but will be credited towards their benefit hours for all such VTO time taken. No employee shall accrue more than a combined total of eighty (80) worked hours and VTO hours in a pay period.
- 12.4 When it becomes necessary for a reduction in force, part-time employees shall have their hours reduced and/or be laid off first. Then, if necessary, full-time employees' hours shall be reduced and/or be laid off. In such a reduction, or where a position is eliminated, a senior employee may exercise her/his seniority preference over a junior employee. Employees shall be recalled in the inverse order of layoff.
- Step 1. Casual part-time employees will be laid off in the inverse order of seniority
 - Step 2. Regular part-time employee will be laid off in inverse order of seniority
 - Step 3. Full-time employees will be laid off in the inverse order of seniority.
- Employees shall be recalled in the inverse order of layoffs.
- 12.5 A person employed to cover vacation periods or do other special work of a temporary nature shall not be entitled to acquire seniority or other fringe benefits under the terms of this Agreement. If such person acquires a regular FTE position, seniority will commence as of the date she/he begins the regular FTE position. Such employee will be notified in writing of the temporary nature of her/his work, a copy of which will be sent to the Union.

- 12.6 If any vacancy or newly created position shall occur in the bargaining unit, such vacancy shall be posted on the bulletin board for five (5) calendar days. Any employee may apply in writing for such vacancy during such five (5) day period. The Employer may temporarily assign any employee to such vacancy during the five (5) day posting period. The senior employee who has applied shall be awarded the vacancy or new position, to perform the duties of the job involved if qualified.
- 12.7 Temporary vacancies in excess of thirty (30) days shall be posted for the present employees to bid on.
- 12.8 The Employer will provide an updated seniority report to the Union quarterly. The report will be provided on or about January 1st, April 1st, July 1st and October 1st of each year.

ARTICLE 13: LEAVES OF ABSENCE

- 13.1 The Essentia Health Family and Medical (FMLA) Leave (East Region) Policy #: EH A1011 dated 1/26/2012, or any successor policies provided such policies contain no changes detrimental to employee rights, shall govern leaves of absence under this collective bargaining agreement except for areas specifically addressed elsewhere in this collective bargaining agreement and those items listed below.

Any employee who uses up their leave under the FMLA shall be granted up to an additional twelve weeks of leave if needed. This extension is contingent upon Essentia Health Physician verified medical necessity and does not apply to "Intermittent FMLA." Employees would have to pay for their own insurance coverage during this extended leave. The employee's seniority shall continue to accrue during this extended leave and the employee may return to their former position if vacant or a substantially equivalent position if one is available. The Employer shall not unreasonably withhold this additional leave.

ARTICLE 14: BEREAVEMENT LEAVE

- 14.1 Three (3) consecutive days' absence without loss of pay shall be allowed to an employee in the event of the death of a member of the employee's immediate family, namely: wife, husband, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, father, stepfather, mother, stepmother, mother-in-law, father-in-law, sister, stepsister, sister-in-law, brother, stepbrother, brother-in-law, aunts and uncles, grandparents, step grandparents, step-grandchildren, foster children, nieces and nephews, grandchildren, spousal grandparents, or legal guardian if the funeral is attended.

Effective October 1, 2013, aunts, uncles, nieces and nephews will no longer be covered under this Article, and no bereavement pay will be available.

Three (3) days of absence without loss of pay shall be allowed an employee in the event of a death of a member of the employee's immediate family. Compensation will only be allowed for scheduled work days in a consecutive three (3) day period including the day of the funeral. If an employee has completed her/his shift on the day that the death occurs, that day shall not be considered as the first day. Such absent days shall not be deducted from sick leave. An employee may take additional days in extenuating circumstances as leave without pay.

An employee, who must travel over five hundred (500) miles one way to attend such

funeral, shall receive an additional two (2) days funeral leave of absence with pay.

There may be situations for which non-consecutive funeral days are appropriate and may be granted, at the discretion of the Employer.

ARTICLE 15: TUITION REIMBURSEMENT

- 15.1 Essentia Health East Region Policy #: HR0020 Tuition Reimbursement/Advance Payment for Non-Contract Employees, as updated from time to time, shall apply to employees covered by this Collective Bargaining Agreement.

ARTICLE 16: JURY DUTY

- 16.1 Employees who are required and who report for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty an amount equal to the difference the employee's regular straight time hourly rate times the number of hours that she/he otherwise would have been scheduled to work and the compensation received for jury duty (excluding amounts received as reimbursement for expenses or as a travel allowance). Such hours paid for shall not be counted as hours worked for purposes of computing overtime.
- 16.2 Employees who are summoned to jury duty will be expected to communicate daily with management who will determine departmental staffing needs and decide whether the employee will be required to report for all or some of their scheduled shift.
- 16.3 In order to be eligible to receive payment under this article, an employee must notify her/his supervisor on her/his first workday after receipt of a notice to report for jury duty and must furnish satisfactory evidence that jury duty was performed and the amount of compensation received for such service on the days for which payment is claimed.
- 16.4 If an employee is summoned to testify by the Employer the employee will be paid at her/his rate of pay for hours spent at the hearing. Additionally, mileage and time from the workplace to the hearing and back will be paid the employee as appropriate.

ARTICLE 17: DISMISSALS AND SUSPENSIONS

- 17.1 The Employer shall not discharge nor suspend any employee without just cause. In cases of discharge, the Employer shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union. No warning notice need be given to an employee where she/he is discharged if the cause for such discharge is:
- 1 Dishonesty;
 - 2 Drunkenness, intoxication or being at work under the influence of narcotics or other drugs not prescribed by a physician;
 - 3 Drinking on the job, consumption or possession of illegal drugs or alcohol on Employer premises;

- 4 Dispensing or personal use of prescription drugs without the approval of a physician;
 - 5 Incompetence or negligence;
 - 6 Mistreatment, inconsiderate treatment, or neglect of patients;
 - 7 Disclosing to unauthorized persons confidential or privileged information, including patient information and/or personal affairs;
 - 8 Insubordination (refusal to perform duties assigned by a superior or to follow reasonable direction given by a superior), provided such duties are not of themselves illegal acts or hazardous;
 - 9 Theft;
 - 10 Threatening behavior or fighting on Employer premises; and/or
 - 11 Willful destruction of property.
- 17.2 No warning notice need be given in the instance of a suspension, which is defined as a removal from the payroll for a period of time with the right to be reinstated without loss of seniority at the end of said period of time.
- 17.3 Any disciplinary actions to be taken against employees may be handled in the presence of the employee and her/his Union Representative if the employee requests representation. The Employer may have representation of personnel who are involved with the issue.
- 17.4 A warning notice shall not remain in effect for a period of more than twelve (12) months from the date of the corrective action.
- 17.5 All discharges must be by written notice to the employee and the Union.

The normal progression shall be as follows:

- 1 On the first (1) offense, an employee shall receive a verbal warning.
 - 2 On the second (2) offense, an employee shall receive a written warning notice of disciplinary step.
 - 3 On the third (3) offense, an employee shall be suspended for three (3) working days, without pay.
 - 4 On the fourth (4) offense, there shall be a dismissal.
- 17.6 An employee's refusal to accept work other than for personal illness or serious illness in the immediate family (spouse, dependent children, father or mother) or for any legal or legitimate excuse will be considered a resignation. The Employer shall mail a notice to the employee at her/his last known address advising her/him that she/he has been terminated. Failure to furnish the Employer with a satisfactory reason within ten (10) days of mailing of said notice shall be considered as a voluntary resignation.

If an employee who fails to report to work as scheduled also fails to furnish the Employer with a justifiable excuse within forty-eight (48) hours thereof, or if an employee fails to report to work within one (1) week following the expiration of a leave of absence, such employee shall then be presumed to have resigned from the service of the Employer and her/his seniority and employment will be terminated. However, that if such an employee can thereafter furnish the Employer with reasonable proof that such employee could not report for work or report in, or could not notify the Employer of her/his absence because of illness or unforeseen emergency or other justifiable reason, such employee shall be reinstated without any break in the service.

- 17.7 **Personnel File:** An employee shall be entitled to review evaluation reports, disciplinary notices or records, and attendance records contained in the Employer's personnel file during reasonable times and in the presence of a representative of the Employer, and the Union, at the request of the employee. If requested, copies of evaluations shall be given to the employee. Personnel records regarding counseling, discipline, etc., shall not be placed in the employee's personnel files without the employee's knowledge.

ARTICLE 18: COMMITTEE OF LABOR MANAGEMENT

A Committee of Labor and Management will be formed to meet as needed, upon request by either party, to review and resolve problems between the Union, employees and Management. The Committee shall be made up of no more than three (3) representatives from the bargaining unit and three (3) from Management, unless the parties mutually agree to a greater number of people to serve on the Committee.

The parties may mutually agree to invite guests depending on the nature of the problem set for discussion, and the department(s) or employee(s) identified as being affected. An agenda will be prepared and distributed to both parties prior to the meeting and the business of that meeting shall be limited to that agenda.

ARTICLE 19: GRIEVANCE PROCEDURE

- 19.1 **Definition of Grievance:** A grievance is an alleged violation of specific terms and conditions of this Agreement.
- 19.2 **Time Limits:** 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 by the grieving party 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.
- 19.3 The Employer will attempt to adjust all grievances which may arise by virtue of this Agreement or otherwise in the following manner:

Step 1. Within ten (10) calendar days of the alleged grievance, the employee shall informally meet with her/his immediate supervisor to discuss the issue. The employee may choose to have a Union Steward present at the meeting. The Union Staff Representative shall have a right to directly discuss the grievance with Essentia Health's Employee and Labor Relations staff in an attempt to resolve grievance.

Step 2. In the event no settlement is reached at Step 1, it shall reduce its grievance to writing, specifically listing the provisions of the Agreement that were allegedly violated, and submit to the Employer as well as Essentia Health's Employee and Labor Relations office within fifteen (15) calendar days from the date of occurrence. A grievance relating to pay shall be timely only if received by the above named within fifteen (15) calendar days after the pay day for the period during which the alleged violation occurred.

Within fifteen (15) calendar days following receipt of the grievance the Employer's designee, a member of Essentia Health's Employee and Labor Relations staff, the employee, the employee's supervisor and the union steward shall meet in an attempt to resolve the grievance. The Employer shall submit a written response to the grievance within fifteen (15)

calendar days of such meeting.

Step 3. If the grievance is not resolved at Step 2, the parties, within fifteen (15) calendar days of the Employer's written response to Step 2, may mutually agree to enter into mediation, as an alternative means to resolution.

During the mediation process, the time limits in this Article shall be suspended. A mediator from the Federal Mediation and Conciliation Services shall be used, unless the parties mutually agree to another resource. No official records of the mediation sessions will be kept or distributed except that any agreement reached shall be reduced to writing. If agreement cannot be reached, the issue may be moved to arbitration. No discussions, actions, proposals, or anything said or done by either party or the mediator, either verbally or in writing, may be used in the arbitration process.

The expenses and remuneration of the Chairman of the Board of Arbitration shall be borne by the parties equally. The time limitations specified in the grievance procedure may be extended by written approval of the parties hereto. The arbitrator's jurisdiction and authority is strictly limited to determining the merit of the grievance against compliance with the provisions of this Agreement.

Step 4. If the grievance is not resolved in Step 3, either the Employer or the Union may refer the matter to arbitration. The written request for arbitration must be received by the other party within fifteen (15) calendar days following receipt of the Step 2 response or the inability to resolve the issue at Step 3.

1. Arbitration Board: The arbitration request shall be referred to a Board of Arbitration composed of one (1) representative of the Union, one (1) representative of the Employer, and a third (3rd) neutral member to be selected by the first two (2). In the event that the first two (2) representatives cannot agree upon a third (3rd) neutral member within an additional five (5) days, such third (3rd) neutral member shall be selected from a list of seven (7) neutral arbitrators to be submitted by the FMCS. The decision of who shall strike the first listed arbitrator shall be determined by the toss of a coin.
2. The Employer and the Union, or the representatives of each designated in accordance with Step 4, may waive the requirement of a three (3) member panel and agree that the arbitration case may be heard and decided by a single neutral arbitrator.
3. A majority of decision of the Board of Arbitration will be final and binding upon the Union, the Employer and the employees covered by this Agreement. The decision shall be made within thirty (30) calendar days following the close of the hearing.
4. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.
5. The authority of the arbitrator shall be limited to making an award relating to the interpretation of/or adherence to the written provisions of the 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.

Duly authorized representatives of the Union shall have the right to accompany the Union Grievance Committee at all times in the discussion or adjustment of grievances, provided, however, that all such Union representatives and members of the Grievance Committee shall perform such functions on their own time.

ARTICLE 20: NO STRIKES OR LOCKOUTS

- 20.1 The Union agrees that during the term of this Agreement there shall be no strikes (economic, unfair labor practice, or otherwise), picketing, stoppages, or slowdown of work by the Union or any of its members, and the Employer agrees that during the term of this Agreement there shall be no lockouts by the Employer.

ARTICLE 21: TIME OFF FOR UNION ACTIVITY

- 21.1 Employees shall be granted time off for Union activity up to a maximum of forty (40) hours per contract year per individual employee and a maximum of one- hundred and twenty (120) hours per contract year for the bargaining unit as a whole, excluding time spent in contract negotiations. Any employee elected by the Union to represent such Union at which requires his/her absence from duty shall upon application of two (2) calendar weeks' notice be allowed to attend such meetings.
- 21.2 In the event that additional time off is necessary for these or other union business, such additional time off may be granted subject to the approval of the Employer. The selection of the number of delegates shall not impair the operations of the Hospital.
- 21.3 Employees shall be granted this time off without pay and without discrimination and without loss of seniority rights or any other rights granted by the contract.
- 21.4 Lost Time spent serving on the Union Negotiating Committee shall be counted as time worked solely for the purpose of determining eligibility for Insurance benefits, Holiday Pay, Pension contributions, and Vacation accumulation; up to forty (40) hours per year. Such time shall be designated as Union Business Voluntary Time Off (UBVTO).

ARTICLE 22: UNION ACCESS TO PREMISES

- 22.1 Duly authorized representatives of the Union who customarily handle grievances shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances with which they are concerned. Prior authorization must be obtained from the Administrator or acting Administrator so as not to interfere in any way to operation of the Hospital. The designated Union Steward shall be allowed reasonable work time to fulfill the necessary functions of the office. Union business is not to be done on business hours.

ARTICLE 23: DRESS CODE

- 23.1 Employees will adhere to Essentia Health East Region Apparel Policy / Dress Code Policy #: HR 0033, as amended from time to time. In the event changes are made to Policy #: HR 0033, the parties agree to meet and confer upon the request of the Union or Employer.

ARTICLE 24: DRUG AND ALCOHOL

- 24.1 The Essentia Health Drug and Alcohol Testing-Minnesota Policy #: EH A1035 effective

5/8/2014, or any successor policies provided such policies contain no changes detrimental to employee rights, shall govern drug and alcohol testing under this collective bargaining agreement except for areas specifically addressed elsewhere in this collective bargaining agreement. A copy of the current policy in effect shall be made available to all employees.

ARTICLE 25: WAGE ADMINISTRATION AND SALARY SCHEDULE

- 25.1 The salary schedule for all employees covered under this Agreement shall be that which is shown as Appendix "A" and attached hereto and shall become a part of this Agreement.
- 25.2 New employees shall be given credit for previous experience as applied to salary.
- 25.3 Afternoon shift is any shift that begins after 11:00 a.m. and before 5:00 p.m. Hours worked on the afternoon shift shall receive a premium of \$1.00 per hour. This would apply only to employee's assigned shifts.
- 25.4 Night shift differential of \$1.20 per hour.
- 25.5 Ratification Bonus: A two hundred and fifty dollar (\$250.00) ratification bonus shall be paid to all full-time and part-time employees who are employed at the time of the ratification of the contract. This shall be a onetime payment payable the first pay period after ratification.

ARTICLE 26: TEAM LEADER

- 26.1 The Employer in its sole discretion determines when a Team Leader is appropriate to any work group. The Team Leader role will include but not be limited to scheduling, making staff assignments, reviewing staff competencies, orienting, and training staff. The Team Leader will not substitute for a supervisor or manager by hiring and terminating staff, conducting staff evaluations, and administering employee discipline. A Team leader shall be compensated at a rate of one dollar (\$1.00) per hour above her/his base rate, if the Team Leader is in the same job classification of those employees over which she/he leads. Article 12.6 shall not apply to the selection of the Team Leader position.

ARTICLE 27: MARKET DIFFERENTIAL

- 27.1 If the Employer determines that the market for a specific job title has increased significantly, or the Employer experiences an inability to recruit or retain for a specific job title, the means by which the Employer can compensate new hires in a manner over and above the negotiated wage scales is by implementing a market differential as outlined below. This differential is not intended as a limitation on the Employer's ability to offer relocation plans and other limited programs to ensure the ability to attract new employees.
- The differential will be given to all in the job title and new hires within that same job title.
 - The differential will be a flat rate paid on hours paid.
 - The differential will not be part of base salary.
 - Annual increases are calculated on base salary only.
 - The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.
 - Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.

ARTICLE 28: GENERAL PROVISIONS

- 28.1 Applicable pay rates will be paid to all employees required by the Employer to attend mandatory in-service meetings.
- 28.2 There shall be no discussion of Union business on work time.

ARTICLE 29: SEPARABILITY

- 29.1 Any term, Article, Section or paragraph of this Agreement which is not in conformance with any state or federal law or statute shall be stricken from this Agreement and a substitute for same shall be negotiated.

ARTICLE 30: SUCCESSOR CLAUSE

- 30.1 This contract Agreement shall be binding upon any successors or assigns of the Hospital and no terms, obligations and provisions herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the whole or partial consolidation, merger, sale, transfer or assignment of the Hospital, or any kind of ownership or management of the Hospital

ARTICLE 31: ACTIVE BALLOT CLUB CHECKOFF

- 31.1 The Employer agrees to deduct amounts designated by employees for the UFCW Active Ballot Club (ABC) when the Employer has been furnished an individual written authorization for making such deductions. It is agreed that the ABC authorization is to be voluntary. The Employer agrees to remit the ABC contributions to Local #1189 in the same manner as the Union dues.

ARTICLE 32: DURATION OF AGREEMENT

The Agreement shall automatically renew each year after the expiration date, unless ninety (90) days prior to September 30, 2019, either party gives notice to the other of its intention to amend or terminate this Agreement.

The term of this agreement (October 1, 2016 – September 30, 2019)

The provisions of Article 20, No Strike No Lockout shall not be in effect with respect to those provisions.

APPENDIX A – Wages

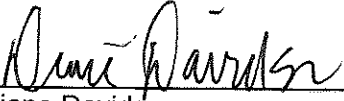
Effective October 1, 2016: two point five percent (2.5%) across the board wage adjustment

Effective October 1, 2017: one point five percent (1.5%) across the board wage adjustment


Effective October 1, 2018: The parties agree to a wage re-opener.

Therapy Clerk, Registration/Charge Clerk and Insurance/SNF Biller all renamed Patient Service Assistant (PSA). Ward Clerk renamed Health Unit Coordinator (HUC).


For Essentia Health – Northern Pines Medical Center – Aurora, MN




Diane Davidson
Chief Human Resources Officer



Sara Dorfman
Director of Employee and Labor Relations

 3/27/2017


Willie Paul
Employee and Labor Relations Specialist



Steve Perala
Senior Employee and Labor Relations Specialist



Laura Ackman
Administrator



Tiffany Soderman
Business Services Supervisor

For United Food and Commercial Workers – Union Local 1189 – Duluth, MN

 3/27/2017

Gary Morgan
Union Representative

APPENDIX A – Wages

2.5% ATB (YR1)

October 1, 2016 to
September 30, 2017

| Hours | HUC | PSA |
|---------------|---------|---------|
| Start | \$13.17 | \$14.06 |
| 2,080 | \$13.43 | \$14.34 |
| 4,160 | \$13.70 | \$14.63 |
| 6,240 | \$13.96 | \$14.91 |
| 8,320 | \$14.25 | \$15.22 |
| 10,400 | \$14.53 | \$15.53 |
| 20,800 | \$14.82 | \$15.85 |
| 24,960 | \$15.13 | \$16.15 |
| 31,200 | \$15.43 | \$16.48 |
| 35,360 | \$15.72 | \$16.80 |
| 41,600 | \$16.05 | \$17.14 |
| 45,760 | \$16.37 | \$17.49 |
| 52,000 | \$16.70 | \$17.82 |

1.5% ATB (YR2)

October 1, 2017 to
September 30, 2018

| Hours | HUC | PSA |
|---------------|---------|---------|
| Start | \$13.37 | \$14.27 |
| 2,080 | \$13.63 | \$14.56 |
| 4,160 | \$13.91 | \$14.85 |
| 6,240 | \$14.17 | \$15.13 |
| 8,320 | \$14.46 | \$15.45 |
| 10,400 | \$14.75 | \$15.76 |
| 20,800 | \$15.04 | \$16.09 |
| 24,960 | \$15.36 | \$16.39 |
| 31,200 | \$15.66 | \$16.73 |
| 35,360 | \$15.96 | \$17.05 |
| 41,600 | \$16.29 | \$17.40 |
| 45,760 | \$16.62 | \$17.75 |
| 52,000 | \$16.95 | \$18.09 |