COLLECTIVE BARGAINING AGREEMENT

Between

ESSENTIA DEER RIVER HEALTHCARE CENTER

and

SEIU HEALTHCARE MINNESOTA

October 1, 2019 through September 30, 2021
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PREAMBLE

This Agreement is entered into this 9th Day of January 2020, by and between Deer River HealthCare Center (hereinafter referred to as “Employer”), and SEIU Healthcare Minnesota (hereinafter referred to as “Union”).

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative of its employees within the bargaining unit certified by the National Labor Relations Board in Case No. 18-RC-15701, consisting of all full-time and regular part-time non-professional employees employed by the Employer at its hospital and nursing home facility in Deer River, Minnesota, including hospital, nursing home and home care LPN’s, laboratory techs, radiology techs, pharmacy techs, medical records technicians and transcriptionists, adult day care employees, activities aides, supply aides, dietary aides, cooks, home health aides, housekeepers, laundry aides, maintenance employees, nursing assistants, nursing home general assistants, rehabilitation aides, bus drivers, ward clerks, ambulance coordinator and casual employees; excluding RN’s, social workers and other professional employees, managers/department heads, confidential employees (hospital administration department), ambulance drivers/EMT’s, business office clerical employees, guards and supervisors, as defined in the Act.

(A) CLASSIFICATION OR TITLE CHANGE

In the event that a new of different classification or title not specified herein is established, the Employer will notify the Union and, if requested by the Union, meet with the Union about whether the classification or title is to be included within the bargaining unit. Where the Employer and the union are unable to agree on whether a new classification is to be covered by this contract, the Union, if it wishes to challenge the Employer’s decision, shall file a unit clarification petition with the National Labor Relations Board. In the event the new classification falls within the bargaining unit, the wage rate for the new classification shall be negotiated by the Employer and the Union and the negotiated wage rate shall become a part of this Agreement effective as of the date such classification was established.

(B) CHANGE OF STATUS

A change in status from full-time to part-time or vice-versa or from one classification to another, shall not work a forfeiture of accrued benefits except as provided in this Section.

If an employee’s status is reduced to casual, the employee will be paid for any accrued PTO time.
(C) NO CONFLICTING AGREEMENT

Except as otherwise provided for in this Agreement, the Employer agrees not to enter into any individual or collective agreements with employees in the bargaining unit which conflict with the express written provisions of this Agreement, nor shall the Employer make any rule which conflicts with the express written provisions of this written Agreement.

(D) SUCCESSORSHIP

In the event of a transfer, sale, merger or other transaction affecting ownership of all or part of the Employer's facility or operations, the Union shall be notified expediently, and in advance, of such action. The Employer will advise a prospective buyer of the existence of the collective bargaining Agreement.

ARTICLE 2 – MANAGEMENT

(A) RIGHTS OF MANAGEMENT

The Employer and the Union specifically agree that, except as expressly limited by the specific provisions of this Agreement, the management, direction, control, supervision, method of operation, direction of the work force, and scheduling of the Employer's business, personnel and facilities are exclusively the function of the Employer. Such management rights and responsibilities shall include, but not be limited to the following: The right to determine the size and composition of the work force, to determine the required qualifications for positions and the qualifications of employees; the right to determine the materials, means and types of services to be provided, the number and type of equipment, material, products and supplies to be used or operated, and to introduce new, different or improved technology, methods and procedures in its operations; the right to expand, reduce, alter, combine, transfer, assign or cease any job, department or operation, to discontinue all or any part of its business operations and to subcontract, contract out, or enter into contracts for the furnishing and purchasing of supplies and services; the right to direct the work force and determine assignments of work, to determine quality and quantity of work to be performed, to determine the number of hours to be worked, and to maintain or improve efficiency of employees; the right to establish revised work schedules; the right to observe and evaluate an employee's job performance and to apply disciplinary action to assure a full day's work for a fair day's wages; the right to require observance of reasonable rules, regulation and policies established by the Employer for the operation of the Employer's facilities; the right to determine methods of compliance with state and federal regulations pertaining to health
care; the right to hire, transfer, reward, promote, layoff or recall employees; and to otherwise generally manage the facilities except as expressly restricted by the provisions of this Agreement.

ARTICLE 3 – UNION SECURITY

(A) UNION SECURITY

All employees covered by this Agreement as a condition of employment shall become and remain members of the Union in good standing or pay a service fee if they elect not to become members of the Union for the term of this Agreement or any renewal thereof.

All new employees covered by this Agreement who are hereafter newly hired shall, as a condition of employment, upon successful completion of the probationary period, become, be and remain members of the Union in good standing or pay a service fee during the term of this Agreement or any renewal thereof.

“In good standing”, for the purposes of this Agreement, is defined to mean the payment of standard regular monthly dues, all as applies uniformly to all members of the Union in the bargaining unit covered by this Agreement. For service fee payer’s, “in good standing” is defined to mean the payment of a monthly service fee to the Union not to exceed the standard regular monthly dues paid by union members.

If any Union member or service fee payor does not remain “in good standing” as defined above, the Employer shall terminate the employee within forty-eight (48) hours after receipt of written notice and directive to do so from the Union. The Union shall save harmless and defend the Employer against any claim of an employee so terminated.

Any employee who is a member of, and adheres to, established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment; however, any such employee who qualifies for such an exception and elects to be exempt from the provision of joining the Union or financially supporting it, is required, as a condition of continued employment, to pay to a bona fide charity qualifying under Section 501(c)(3) of the Internal Revenue Code in lieu of periodic dues, the sum equal to such dues at the same timely requirements as applies to employees who join, and become members, of the Union. Failure to abide by these time limits and furnishing proof thereof to the Union shall subject the employee to be terminated from employment.
Any employee who holds conscientious objections pursuant to this provision and requests the Union to use the grievance-arbitration procedure on the employee's behalf will be charged by the Union for the reasonable costs of using such procedure.

(B) DUES DEDUCTION

The Employer agrees to deduct membership dues from the earnings of any bargaining unit employee who has authorized such deduction. The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorizations by submitting to the Union a written application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization or by any other means of indicating agreement allowable under state and federal law. The authorization shall be irrevocable for a period of one year or until the termination date of this Agreement, whichever occurs sooner. Payments required by this section shall be made only after an Employee has completed sixty (60) days of employment. Fees for Union members in good standing shall be due and payable upon the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter. For employees who choose not to become members of the Union and to pay a service fee, these fees are due and payable the first (1st) day of the month following the completion of sixty (60) days of employment and shall be paid within ten (10) days thereafter. The Employer will furnish to the Union a listing of employees from whom deductions were made.

Any employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer will honor employee checkoff authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Union.

The Union agrees to refund promptly any deductions which were remitted to the Union in error. The Union agrees to hold harmless, indemnify and defend the Employer against any and all claims, orders, judgements or demands against the Employer arising out of any actions taken by the Employer in conjunction with this article.

Each month, 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:

- Employee Full Name, Employee ID Number, Employee Work E Mail Address, Address, Position Description, Pay Rate, Seniority Hours, Seniority Date, FTE,
Terminated Employees (name, position description and termination date) and Employees on Leave of Absence.

SEIU Healthcare Minnesota will be moving to a percentage dues system which is based on each member's gross pay per pay period under the Collective Bargaining Agreement. There will continue to be a minimum and maximum dues. In an effort to make the transition as smooth as possible, SEIU Healthcare MN and Essentia Health will work collaboratively to implement the new dues pay system. SEIU Healthcare Minnesota is requesting the following data each month for bargaining unit employees in addition to the information provided above:

- Name, gross pay per pay period and dues deduction amount.

ARTICLE 4 – UNION REPRESENTATION

(A) UNION REPRESENTATIVE

The Internal Organizer of the Union, upon request to the Employer's Administrator or designee, shall be granted permission to enter upon the Employer's premises at times mutually satisfactory to the Internal Organizer and the Employer's Administrator or designee, for the purpose of (1) meeting with the Employer's Administrator or designee; (2) attending Step 2 grievance meetings or (3) meeting with bargaining unit employees on an individual basis during non-work periods in non-work areas at a meeting place designated by the Employer's Administrator or designee. During such visits the Internal Organizer shall not interfere with the service or operations of the Employer or with on-duty employees. The Employer agrees to recognize the Internal Organizer of the Union as the proper authority to adjust with the Employer any controversy between the parties to this Agreement as to the interpretation or adherence to the provisions of this Agreement.

(B) BULLETIN BOARD

A designated bulletin board shall be made available to the Union for the posting of Union business notices. All notices posted on the bulletin board shall be initiated, initialed and dated either by the Internal Organizer or a steward. No material shall be posted on the bulletin board which is derogatory to the Employer, its management or facilities; derogatory to individuals either expressly or by implication; or disruptive. The Employer reserves the right to remove any material that is inconsistent with this paragraph and shall promptly advise the Internal Organizer or steward if the Employer has removed material.
(C) STEWARDS/LEADERS

The Employer agrees to recognize bargaining unit stewards/leaders elected or selected by the Union as provided in this section, subject to the following stipulations:

1. The Union agrees to notify the Employer in writing of all designated bargaining unit stewards/leaders and replacements.

2. Bargaining unit stewards/leaders shall not leave their work stations for Union business without prior permission of their designated supervisors and they shall notify their designated supervisors upon return to their work station. Such permission shall not be unreasonably withheld. Permission to leave a work station for Union business without loss of pay will be limited to grievance and disciplinary meetings with the Employer. Permission to leave a work station without loss of pay to meet with a new employee will be limited to fifteen (15) minutes.

(D) NEW EMPLOYEES

The Employer will furnish the union with the name and address of new employees within thirty (30) days of hire. After the conclusion of the scheduled General Orientation day for new hires, a representative of the Union will be allowed to meet with each new bargaining unit member. Such time shall be unpaid.

(E) REPRESENTATION AT INVESTIGATORY INTERVIEW

An employee has the option to request the presence of a Union representative or bargaining unit steward/leader at an investigatory interview in cases where a reasonable person would believe the interview may result in discipline of the employee. The Employer is not required to postpone the interview because a requested Union representative is unavailable if another Union representative or bargaining unit steward/leader is available.

(F) NEGOTIATING COMMITTEE MEMBERS

Members of the union contract negotiating committee, not to exceed seven in number, shall not lose seniority and benefit credit for scheduled time missed for attendance at Union contract negotiations.
(G) LOBBY DAY

Up to two (2) bargaining unit members shall be allowed eight (8) hours unpaid leave, without necessity to use PTO, for the purpose of participating in a SEIU-sponsored Lobby Day to promote funding for nursing homes. The two (2) unit members must provide written notice of their request within scheduling timelines and, in order to minimize scheduling problems, shall not be from the same department.

ARTICLE 5 – WAGES

(A) WAGE RATES & SCHEDULE

Year 1: October 1, 2019, through September 30, 2020 – the parties agree to an across the board increase of (2.0%) two percent. The across the board wage increase shall also apply to those employees who are off the grid, red circled or between steps.

The positions listed below for Year 1 are not included in the above proposed across the board increase. The proposed increases for the positions listed below are as follows:

Year 1 Nursing Assistant Wage Scale: October 1, 2019, through September 30, 2020- the parties agree to an increase to the Nursing Assistant Wage Scale of (6.0%) six percent. This wage increase shall also apply to the Nursing Assistant who is off the grid, red circled or between steps.

Year 1 Nursing Assistant (Hospital Acute Care, Includes HUC Duties) Wage Scale: October 1, 2019, through September 30, 2020- the parties agree to an increase to the Nursing Assistant (Hospital Acute Care, Includes HUC Duties) Wage Scale of (6.0%) six percent.

Year 1 Nutrition Services Assistant Wage Scale: October 1, 2019, through September 30, 2020- the parties agree to an increase to the Nutrition Services Assistant Wage Scale of (5.0%) five percent. This wage increase shall also apply to those Nutrition Services Assistants who are off the grid, red circled or between steps.

Year 1 Environmental Services Technician Wage Scale: October 1, 2019, through September 30, 2020- the parties agree to an increase to the Environmental Services Technician Wage Scale of (5.0%) five percent.
Year 1 Laundry Worker Wage Scale: October 1, 2019, through September 30, 2020- the parties agree to an increase to the Laundry Worker Wage Scale of (4.5%) four and one half percent.

Year 1 Cook Wage Scale: October 1, 2019, through September 30, 2020- the parties agree to an increase to the Cook Wage Scale of (8.0%) eight percent.

Year 1 Home Health Aide Wage Scale: October 1, 2019, through September 30, 2020- the parties agree to an increase to the Home Health Aide Wage Scale of (4.0%) four percent.

Year 1 Sterile Processing Technician I Wage Scale: October 1, 2019, through September 30, 2020- the parties agree to an increase to the Sterile Processing Technician I Wage Scale of (5.0%) five percent. This wage increase shall also apply to the Sterile Processing Technician I who is off the grid, red circled or between steps.

Year 1 Licensed Practical Nurse Wage Scale: October 1, 2019, through September 30, 2020- the parties agree to an increase to the Licensed Practical Nurse Wage Scale of (7.0%) seven percent.

Year 1 Surgical Technologist Wage Scale: October 1, 2019, through September 30, 2020- the parties agree to an increase to the Surgical Technologist Wage Scale of (9.0%) nine percent.

Year 1 Medical Laboratory Technician Wage Scale: October 1, 2019, through September 30, 2020- the parties agree to an increase to the Medical Laboratory Technician Wage Scale of (7.5%) seven and one half percent.

Year 1 Medical Technologist Wage Scale: October 1, 2019, through September 30, 2020- the parties agree to an increase to the Medical Technologist Wage Scale of (8.0%) eight percent.

Year 2: October 1, 2020 through September 30, 2021- the parties agree to an across the board increase of (2.0%) two percent. The across the board wage increase shall also apply to those employees who are off the grid, red circled or between steps.

(B) DIFFERENTIAL(S)

An employee working the afternoon shift shall be paid a shift differential of $.60 per hour. An employee working the night shift shall be paid a shift differential of $.95 per
hour. Shifts are established by the Employer by department to meet department needs and can vary from department to department. Generally the afternoon shift is from 3:00 p.m. to 11:30 p.m. and the night shift from 11:00 p.m. to 7:30 a.m.

Employees assigned to work 12 hour shifts, shift differential shall be payable based on the actual shift hours worked, e.g. that part of the 12 hour shift worked during the department’s normal day shift – no shift differential payable; that part of the 12 hour shift worked during the department’s normal afternoon shift – afternoon shift differential payable.

(C) ON-CALL/CALL-BACK

Employees may be assigned to on-call status as determined necessary by the Employer. An employee who is assigned to on-call status shall be unrestricted except that the employee shall be reachable by telephone. The employee shall be paid $5.50 per hour ($6.50 per hour on holidays) for each hour that the employee is assigned to on-call status except those hours during which the employee is in paid duty status.

If an employee receives a low need as outlined in ARTICLE 14 (G) and is placed on call for the remainder of his/her shift, such employee shall receive an additional one dollar per hour ($1.00) above the negotiated call pay rate for those call hours.

An employee in the radiology, laboratory or maintenance departments who is on-call and is called back to work shall receive time and one-half (1 ½) the employee’s regular hourly rate during the call-back.

An Employee in the hospital department who is on call and is called back to work shall receive a minimum of four (4) hours of straight-time pay for the call-in. The employee may be required to work in the employee’s home department for the four (4) hours or the completion of the regularly scheduled shift, whichever is less. Employees who choose not to stay for the four (4) hours or the completion of the regularly scheduled shift will be paid for actual hours worked during the call-out but the four (4) hour minimum payment will not apply nor be required.

An Employee, who is assigned to on-call is expected to respond to call back and report to work within the following time frames: 30 minutes, or if the travel is greater than 30 minutes, then within a reasonable travel time, not to exceed the expected travel time plus 15 minutes.
(D) PAY DAYS

Definite pay days shall be established on a regular two-week pay period. An employee shall be permitted to know on what basis his/her pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of his/her total take home pay, if requested.

The Employer strongly encourages the use of direct deposit of payroll for all bargaining unit employees except that if an employee demonstrates that he/she is unable to open a bank account after exercising reasonable effort to do so, the employee shall be paid by check or an employer provided pay card.

(E) PERSONNEL FILE

An employee shall be entitled to review his/her personnel file in accordance with Minnesota Statues.

(F) NEW HIRES

The Employer has discretion to place a new hire on the wage scale.

(G) LPN CHARGE NURSE

The Employer, in its sole discretion, may designate a LPN as Charge Nurse at its long-term care facility. The LPN shall receive a wage differential of $1.00 (one dollar) per hour, in addition to the LPN's base rate of pay, during the time assigned as Charge Nurse.

(H) TEAM LEADER

The Employer in its sole discretion determines when a Team Leader is appropriate to any work group. 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 his/her base rate, if the Team Leader is in the same job classification of those employees over which she/he leads. The Employer, in its sole discretion, will choose the Team Leader for any work group and Article 14 – Seniority, Layoffs And Reductions (H) Vacancies will not apply. For employees to be eligible to be selected as a Team Lead, she/he must have two thousand and eighty (2080) hours of experience in the department that is selecting the Team Leader and the Union will be notified of such position.
ARTICLE 6 – OVERTIME

(A) OVERTIME PROVISIONS

For purposes of overtime, employees may be designated as working either the eight (8) and eighty (80) overtime formula or the forty (40) hour per week overtime formula. Under the eight and eighty overtime formula, employees shall be paid time and one-half their respective straight-time hourly rate for all hours worked in excess of eight (8) hours per day or in excess of eighty (80) hours of work in a two week pay period. Under the forty hour overtime formula, employees shall be paid one and one-half times their respective straight-time hourly rate for all hours worked in excess of forty (40) in a seven (7) consecutive day work week. Employees who are scheduled for a shift of eight (8) or more hours shall be paid overtime for all consecutive hours worked beyond the scheduled shift, except where flexible scheduled are in effect pursuant to Article 7, Section (D).

Except in cases of emergency, all overtime work shall be approved in advance by the employee’s supervisor.

There shall be no pyramiding of overtime. Overtime payments shall not be duplicated for the same hours worked under any provisions of this Agreement and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime for the same or any other provision. However, the parties agree to recognize one exception to this paragraph whereby an employee who is eligible for an overtime or premium payment under this contract shall also be eligible for the one-half time premium for biweekly overtime (or weekly overtime for employees on the 8 and 40 overtime arrangement). Thus, an hour of work which qualifies for biweekly overtime and another premium(s) under this contract would receive a maximum of double time pay for the hour. In all other circumstances, the Employer shall not be required to pay more than time and one-half for an hour of work.

Employees shall not be required to take time off in lieu of overtime pay except upon mutual agreement or as provided in an established flexible schedule agreement, in which case the requirement to take time off in lieu of overtime pay shall become a condition of employment for the position during the time the flexible schedule agreement is in effect.

There shall be no regularly scheduled mandatory overtime. Overtime assignments will normally be filled by asking for volunteers. From among the volunteers, the overtime will be offered to classification employees within the department on a seniority basis. In the event the Employer is unable to fill the overtime assignment with volunteers, then the
Employer may mandate overtime to fill an unforeseen, short-term staffing need by assigning the overtime to classification employees within the department, in rotating seniority order, beginning with the least senior employee and rotating assignments through the seniority list with the intent that all employees will approximately share in the assignment of mandatory overtime shifts per pay period. The Employer will give at least two (2) hours advance notice of a mandatory overtime assignment where it is reasonable possible for the Employer to do so.

(B) WORK PERIOD

For Employees covered by the 8 and 80 formula, the work period shall be considered to be the period beginning with the day shift on Monday and continuing for fourteen (14) days to the beginning of the day shift on Monday. For those employees covered by the forty hour overtime formula, the work period will begin with the day shift on Monday and continued seven days to the day shift the next Monday.

(C) WEEKEND ASSIGNMENTS

While the Employer reserves the unrestricted right to schedule weekend work in order to meet the needs of the facility, it is the Employer’s goal to schedule full-time and part-time employees to work weekends not more frequently than every other weekend.

In the Medical-Surgical Department, it is the Employer's goal to schedule full-time and part-time LPNs and NARs, working primarily twelve (12) hour shifts, to work every third weekend, except by mutual agreement. For LPNs and NARs, working twelve (12) hour shifts, the weekend shall be defined as starting with the day shift on Friday until the day shift on Monday.

In the Medical-Surgical Department, it is the Employers goal to schedule full-time and part-time Ward Clerks to work every third weekend, except by mutual agreement. For Ward Clerks the weekend shall be defined as starting with the day shift on Saturday until the day shift on Monday.

In scheduling work on the extra weekend, shifts shall be offered in order of seniority and then assigned in the inverse order of seniority.

If a full-time or part-time employee is notified to work an unscheduled weekend the employee will be paid time and one-half for all hours worked on the unscheduled weekend, provided the employee works the employee's last scheduled weekend before and first scheduled weekend after the unscheduled weekend assignment. A normally
scheduled weekend on which an employee is absent due to advance approval to use PTO shall count as a weekend worked.

ARTICLE 7 – WORK SCHEDULES

(A) CATEGORIES OF EMPLOYEES

Each employee will be assigned a work category of full-time, part-time, casual or temporary.

**Work categories shall be defined as follows:**

Full-time Employees shall be defined as a position working eighty (80) hours in a two week period.

Part-time Employees shall be defined as a position working less than eighty (80) hours in a two week period.

Casual shall be defined as employees not regularly scheduled and shall be utilized on an as needed basis.

Temporary: An employee who is hired for a specific term of employment not to exceed ninety (90) days (subject to one additional extension of an additional 90 days) or as a temporary replacement for an employee on leave of absence. Temporary employees may be dismissed at the end of the term for which they were hired and such termination shall not be subject to the grievance procedure. Casual employees will normally be offered any available hours before utilizing a temporary employee. A current employee who is assigned to a different position as a temporary shall be returned to the employee’s former position at the end of the temporary assignment. A current part-time employee working in a temporary full-time assignment will continue to accrue part-time benefits and a current full-time employee working in a temporary full-time assignment will continue to accrue full-time benefits.

A change of work status shall not become effective until approved by the Employer.

A “position” shall consist of work in one classification in one department only except where the Employer specifically certifies in writing to the employee and the Union that the hours of work of one specifically named individual employee in more than one classification or department shall be deemed to constitute one “position”. Such an
employee shall have one department designated by the Employer as primary for scheduling purposes.

(B) DESIGNATION OF WORK SCHEDULES

The Employer’s authority to determine the hours of work and to set work schedules is limited only to the extent stipulated to in this Agreement. The Employer shall designate the work schedule for each employee. Employees may not switch scheduled hours unless approved by the supervisor and may not leave before the end of the employee’s scheduled shift unless approved by the supervisor.

(C) POSTING OF SCHEDULES

Work schedules for a minimum of two (2) weeks and a maximum of four (4) weeks shall be posted at least fourteen (14) days in advance of the employee’s scheduled work. The Employer reserves the right, in case of emergencies or other exceptional situations, to modify the employee’s schedule by mutual agreement of the employee to meet the needs of the Healthcare Center.

(D) FLEXIBLE SCHEDULES

The Employer and employee(s) may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

(1) Employees by department (or at the Employer’s discretion, by classification within a department) shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. Employees may limit agreement to specific types of flexible schedules. The Employer shall retain written documentation that the employees have agreed to a flexible work schedule and the type of flexible schedule to which the employees have agreed. Employee agreement shall be by majority vote of the affected employees. The Employer may cancel a flexible arrangement upon advance notice to the employee(s). The advance notice shall be a minimum of fourteen (14) days where reasonably practicable.

(2) The basic work period for flexible schedule arrangements shall be forty (40) hours per week. An employee shall be paid time and one-half (1 ½) for work in excess of forty (40) hours per week, notwithstanding any other overtime provisions of this Agreement.
(E) SPLIT SHIFTS

Except for current practice, there should be no split shifts unless first discussed with the Union.

(F) TEN HOURS BETWEEN SHIFTS

Except in cases of emergency, an employee shall not be required to return to work within ten (10) hours following the end of the employee's regularly scheduled prior shift. If an employee is assigned mandatory overtime and then returns to work a scheduled, straight time shift within ten (10) hours after completion of the overtime assignment, the employee will be paid a $35.00 bonus.

(G) SCHEDULING REPLACEMENTS

An employee who receives approval for time off at least two pay periods in advance shall not be required to find his/her own replacement. Thereafter it shall be the employee's responsibility to find his/her own replacement (the replacement to be subject to Department Manager approval if an overtime situation would be created) as a condition of the Department Manager approving time off or paid leave. In addition, employees shall be required to find their own replacement as a condition of the Department Manager approving time off or paid leave on a scheduled holiday, except that the employee shall not be required to find a replacement where the holiday falls within a previously-approved scheduled vacation.

However, an employee who is absent on approved sick leave shall not be required to find his/her own replacement.

(H) REST BREAKS

All employees shall be entitled to a fifteen (15) minute paid rest period for each four (4) consecutive hours worked. However, two (2) paid rest periods shall be provided whenever an employee is required to work more than six (6) consecutive hours. Employees who choose not to take a rest break, or are unable to take a break, will not be permitted to take the break at the end of the shift so as to leave early.
(I) MEAL BREAKS

Employees working more than six (6) hours per shift will be provided a thirty (30) minute unpaid, uninterrupted meal break. In the event an employee is unable to take the meal break at the scheduled time due to staffing levels, patient census, or other necessary reasons, the affected employee shall notify the supervisor or department manager. The supervisor or manager shall attempt to reschedule the employee's meal break for a time later in the scheduled work shift. If the supervisor or manager is unable to reschedule the meal break, the scheduled duration of the meal break shall be considered as time worked.

ARTICLE 8 – PAID TIME OFF (PTO)

Employees hired prior to January 1, 2013, shall have available to them the benefit of PTO in accordance with Attachment (A). Employees hired on or after January 1, 2013, will have the benefit of PTO available to them in accordance with Attachment (B). Each attachment incorporates Holiday, Sick Leave, and Vacation time into a single plan.

Use of PTO hours, with the exception of those due to illness, must be scheduled in advance with the employee's department supervisor/manager or director, and will only be granted with his/her approval. Please also refer to Article 10 – VACATIONS (C) VACATION SCHEDULING.

Note*: Accrual of the Extended ILL Bank (EIB) was discontinued for all employees governed by this collective bargaining agreement effective January 1, 2013. Employees retained any EIB accrued balance that was in the Employee's EIB bank as of January 1, 2013. Employees with an EIB balance as of January 1, 2013, may access their EIB balance after two (2) days of utilizing their PTO for unscheduled absences due to their own illness or the illness of a minor child.

ARTICLE 9 – HOLIDAYS

(A) LIST OF HOLIDAYS

The following holidays are recognized as holidays under this Agreement: New Year’s Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
(B) HOLIDAY BENEFIT

Employees shall receive holiday pay for the above-listed holidays in accordance with the PTO plans (Attachments A and B). For employees whose schedule includes 12-hour shifts, 76 hours or more of scheduled work per pay period shall be deemed full-time service for purposes of holiday proration.

If an employee works on the holiday, the employee shall be paid time and one-half the employee’s regular hourly rate for all hours worked on the holiday, in addition to the employee’s pro-rated holiday pay. Casual and temporary employees are not eligible for holiday benefits but will receive time and one-half for all hours worked on the holiday.

(C) HOLIDAY DEFINED

Holidays shall begin the day shift on the day of the holiday and end with the beginning of the day shift after the holiday. The Christmas holiday shall begin at 3:00pm on Christmas Eve and end at 11:00pm on Christmas Day.

(D) MONDAY – FRIDAY EMPLOYEES

Full-time and part-time employees who are eligible for holiday pay and who normally work their scheduled hours Monday through Friday, will take the holiday off with pay if the holiday occurs on a week day.

ARTICLE 10 – SICK LEAVE

(A) USE OF PTO/EIB DUE TO ILLNESS

PTO is available to use due to illness with shorter notice than for other purposes. This section sets forth the minimum notice required for use of PTO due to illness and the situations in which this shorter notice requirement applies.

To be eligible for PTO/EIB due to illness (as defined in this section), an employee must notify his/her Department Manager/Supervisor at least two (2) hours prior to the day shift and at least three (3) hours prior to the start of the afternoon or night shift. PTO is available with this shorter notice for actual disability of the employee due to illness, injury, and legal quarantine, medical or dental treatment necessitating the employee’s absence. An employee may use PTO for absences due to an illness of the employee’s child. “Child” means an individual under 18 years of age or an individual under age 20 who is still attending secondary school, including step-children or minor wards of the employee. An
employee may use up to two (2) days of PTO time in the event of the emergency hospitalization of the employee’s spouse with this same notice requirement.

Employees may request PTO for doctor or dentist appointments. However, PTO will normally be approved only if the appointment cannot be scheduled at a time other than during work hours. Part-time employees are expected to make their appointments on their scheduled day off if possible. Full-time employees are expected to schedule appointments early or late in the work day if possible.

(B) NOTICE, PHYSICIAN’S CERTIFICATION

The employee shall keep the Department Manager/Supervisor informed of the employee’s condition and provide notice of the expected date of return to work. Failure to notify the Department Manager/Supervisor or his/her designee within the time limits required by this paragraph shall also result in the employee being subject to disciplinary action for being absent without leave. However, the Employer shall waive the advance notice requirement where the employee demonstrates that it was impossible for the employee to call in notice or to arrange for notice to be called in.

The Employer may require the employee to furnish a report from a physician or other recognized medical authority attesting to the necessity of the PTO where requested on short notice pursuant to Paragraph B or EIB, and such additional information as the Employer deems necessary to verify the illness which was the basis for using PTO on shorter notice pursuant to Paragraph B or to verify the need for EIB use. The Employer also may request a release from a physician or other recognized medical authority prior to authorizing an employee’s return to work.

Improper use of PTO on short notice pursuant to Paragraph B or EIB is grounds for disciplinary action.

ARTICLE 11 – VACATIONS

(A) ACCRUAL SCHEDULE

Full-time and part-time employees shall be granted paid time off to be used for vacation in accordance with the PTO plan (Attachments A and B).
(B) VACATION ACCUMULATION

Accumulation of paid time off available for vacation shall be in accordance with the PTO plan (Attachments A and B).

(C) VACATION SCHEDULING

Vacations may be taken at any time during the calendar year. Employees may submit future vacation requests bidding between January 10 through January 25 of each year. Such requests shall be considered as a group and granted on a seniority basis and posted by February 15 of each year.

All other requests shall be on a first-come basis. In the event that a request for vacation (other than January 10 through January 25) is made simultaneously by more than one person, the person with the most seniority shall be given preference as to vacation choice. Supervisors shall approve or deny the vacation requests within no more than ten (10) days. Employees may exchange scheduled vacation time with other employees with the approval of the supervisor.

The Employer may limit the number of employees in a classification who can take vacation at the same time, in order to assure adequate availability of staffing.

ARTICLE 12 – HEALTH INSURANCE, RETIREMENT

Benefits

(A) HEALTH INSURANCE

Eligible employees shall have the option to be enrolled in health plans made available by the Employer to non-contract employees under the same terms and conditions, which may be changed from time to time, including but not limited to eligibility, premium structure and plan design.

(B) DENTAL INSURANCE

Essentia Health will provide single basic dental coverage in the Essentia Health basic dental plan to full or part-time employees who are .6 or greater. If the employee wishes to obtain family dental coverage or enhanced 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.
(C) GROUP LIFE INSURANCE

Full and part-time employees who are .6 or greater shall be eligible for enrollment in the Essentia Health group term life insurance program. Essentia Health Deer River shall pay the premium. The coverage shall be in the face amount of one hundred percent (100%) of the employee’s annual earnings, computed on the employee’s regular rate of pay times authorized FTE up to a maximum of $300,000. The coverage shall become effective on the first of the month following the employee’s date of hire and shall be subject to the terms of the insurance policy and the rules of the insurer. Qualifying employees, at their own expense, and at their own option, may purchase supplemental insurance in accordance with the schedule of insurance benefits as specified by the rules of the insurer.

(D) LONG TERM DISABILITY

Essentia Health shall enroll all full-time and part-time employees who are .6 FTE or greater in the Long Term Disability Insurance program of the organization. Essentia Health Deer River will pay 100% of the premium for this insurance.

(E) POLICY GOVERNS BENEFITS

Eligibility for group insurance benefits shall be governed by the terms of the insurance policy and not by any general description of benefits that may be contained in this Agreement. No claims shall be made against the Employer as a result of denial of insurance benefits by an insurance carrier.

(F) RETIREMENT

401(k) Plan: Benefit Eligible employees shall continue to be enrolled in the Employer sponsored 401(k) plan that is available to non-contract employees unless they affirmatively opt-out of the plan. An employee’s participation in the plan shall comply with and shall be governed by the terms of the plan. In the event of any conflict between the plan and this Article, the terms of the plan shall prevail.

Employees Default Contribution Rate: Unless and until the employee elects otherwise, the employee will be auto-enrolled in the 401(k) plan at a voluntary contribution rate initially at four percent (4%) which shall be paid by the employee through automatic payroll deductions.
**Employer's Matching Contribution:** The employer shall make a matching contribution to the Eligible Participating Employee’s* 401(k) account equal to one half of the percentage the employee voluntarily contributes to his/her 401(k) account through payroll deductions, up to a maximum of two percent (2%) of the employee’s annual compensation for the year. (For example, if an employee voluntarily contributes two percent (2%) to his/her 401(k) account, the employer’s contribution to the 401(k) shall be one percent (1%). If an employee voluntarily contributes five percent (5%) to his/her 401(k) account, the employer’s contribution to the 401(k) account shall be two percent (2%).

**Employer's Contribution:** Eligible Participating Employees* who meet the requirements as defined by the plan who are credited with one thousand (1,000) or more hours of service during the plan year and who are employed on the last day of the plan year shall be eligible to receive an employer’s contribution to the employee’s 401(k) account of not less than three percent (3%).

*Eligible Participating Employees: Employees must work one year with at least one thousand (1,000) or more service hours in order to initially be eligible for the plan.

**ARTICLE 13 – CASUAL EMPLOYEES**

(A) **CASUAL EMPLOYEES ARE DEFINED AS:**

- Employees who do not have regular position but work in a position on an “as needed basis”
- Employees who work a regular position in the hospital that is cross-trained to another position to work a as needed basis.

(B) **THE FOLLOWING RULES APPLY TO CASUAL EMPLOYEES:**

1. Casual employee are eligible for shift and weekend differentials.
2. Casual employees are not eligible for benefits unless they are eligible for such benefits under their regular position (if applicable). Casual employees must make themselves available to work up to four shifts per month and one (1) weekend (Saturday & Sunday) if requested by the Medical Center.
3. Casual employees shall be classified in the same fair labor standards act status as their regular position, if applicable. If there is not a regular position, casuals will be classified under the forty (40) hour per week overtime designation.
4. Trades between casuals and regular staff may be accomplished provided such trade is approved by the managers.
5. Casual employees will be placed on the wage scale of the classification at the appropriate step based upon his/her experience. That employee shall receive step increases as provided by this Collective Bargaining Agreement.
6. Since casual employees are used to supplement the workforce, the Medical Center has the right to determine the appropriate number of casual Employees.
7. Casual employees may be used to temporarily fill in for a regular employee who goes on a leave of absence.
8. Casual employees who work a holiday shall be paid the contract holiday rate for all hours worked during the holiday as provided by this collective bargaining agreement.

(C) CASUAL EMPLOYEES CAN SIGN UP FOR OPEN SHIFTS ONCE THE SCHEDULE IS POSTED AND THE ORDER FOR FILLING OPEN SHIFTS SHALL BE AS FOLLOWS:

1. Regular employees who are non-overtime shall be awarded the shifts by seniority.
2. If no regular employees have signed up, any casual employee who signed up for the shift will be awarded it based on seniority, if it is on a non-overtime status.
3. If subparagraph (A) and (B) above do not cause the shift to be filled, it will be filled on a first come first serve basis regardless of overtime status.
4. If nobody has signed up for the shift, the Medical Center will determine if it needs to mandatory assign the shift to meet workload needs. Mandatory shifts will be scheduled in reverse seniority order, but may be modified to ensure that overtime is spread equally or a different method may be utilized to fill the shift if there is a previously agreed upon department process that addresses this issue.

ARTICLE 14 – LEAVES OF ABSENCE

(A) FAMILY AND MEDICAL LEAVE ACT

Employees shall be eligible for leave in accordance with the Family and Medical Leave Act policy (EH A1011) as adopted by the Employer which policy shall be in conformance with the Act.
(B) BEREAVEMENT LEAVE

If a death occurs in an employee's immediate family, which includes parents, spouse, children, brothers, sisters, grandchildren, grandparent, great grandparent, mother-in-law or father-in-law, brother-in-law or sister-in-law, step-mother, step-father, step-sister, step-brother, step-children, step-brother-in-law and step-sister-in-law, the employee may claim bereavement leave of up to three (3) days with pay within a twelve (12) month period to grieve the loss, travel to the funeral or memorial service, make arrangements for the funeral or memorial service, or attend the funeral or memorial service. Unscheduled days do not qualify for paid bereavement leave.

(C) MILITARY LEAVE

The Employer shall comply with all applicable state or federal laws relating to military leave.

(D) JURY DUTY

When an employee received notice of jury duty, he/she shall notify his/her supervisor at once. He/she will be given leave for such jury duty and be made whole for loss of pay during that period. In making the employee whole, his/her wages will be computed as if he/she had worked his/her scheduled hours at straight time (no shift differential) and be paid in full therefore, minus the amount of the employee's jury fee stipend computed according to the then-current County schedule of jury fees. Employees will be compensated for jury duty only on a regularly scheduled work day. If the employee is dismissed from jury duty for part of the day and the employee was scheduled to work, the employee shall return to work to complete the scheduled shift unless excused by the Department Manager.

(E) MISCELLANEOUS LEAVE OF ABSENCE

Employees shall be eligible for a miscellaneous leave of absence in accordance with the Essentia Health Miscellaneous Leave of Absence policy (EH A1008), as amended from time to time.

(F) UNION BUSINESS LEAVE

An employee elected to a Union office or selected by the Union to do work which requires the employee to be away from their employment with the Employer may request a Union business leave of absence by submitting a written request to the Employer at
least thirty (30) days in advance of the beginning of the requested leave. The Employer may deny the request or limit the minimum or maximum length of the leave based on the best interests of the Health Care Center.

ARTICLE 15 – SENIORITY, LAYOFFS AND REDUCTIONS

(A) BASIS OF SENIORITY

Seniority will be based on an employee's compensated hours accrued with the Employer within the classification as of the most recent date of employment. For certain purposes where stated in this Agreement, seniority shall be by classification within a department or by classification within a department on a shift.

(B) SENIORITY INFORMATION

The Employer shall prepare and post seniority lists of all employees covered by this Agreement specifying the seniority of each employee by classification. The list shall be updated quarterly by the Employer and again prior to instituting an involuntary layoff.

Within fourteen (14) calendar days of the posting of any seniority list, any employee may file written objection to the list with the Employer. The list shall become permanent fourteen (14) calendar days after posting, unless objection, in writing, is filed within said time period.

(C) PROBATIONARY PERIOD

The first three (3) months (and any extension thereof as provided in this Article) shall be a probationary period. During an employee's probationary period the Employer shall have the unqualified right at its sole discretion to dismiss the employee with or without cause and such dismissal shall not be subject to the grievance/arbitration procedure nor shall it be a breach of this Agreement. The probationary period may be extended for up to an additional one month with notice to the Union, and the extension shall not be grievable.

(D) LOSS OF SENIORITY

An employee's seniority for any purpose shall be broken and terminated by:

A. Voluntarily quitting employment.
B. Discharge for cause.
C. Failing within one (1) calendar week to report for work after layoff upon mailing of notice by registered or certified mail with proof of delivery or notification of employee’s failure to accept or pick up registered or certified mail.

D. Layoff which continues more than one (1) year.

E. Failure to return on the scheduled date of return from an approved leave of absence, unless at least 48 hours prior to the return date the Employer is notified of the employee’s inability to return to work as scheduled for a legitimate reason acceptable to the Employer.

(E) LAYOFF

In reducing the number of employees, the Employer shall determine the number of positions and hours to be reduced within a particular classification in a department. The reduction within a classification in a department shall be made by laying off the most junior employee within that classification in that department and continuing up the seniority list until all of the necessary staff reductions have occurred. A junior employee may be retained out of seniority sequence only if the senior employee would not be able to satisfactorily perform all aspects of the duties of the position with a period of training of up to one week (5 shifts).

Prior to placing employees on layoff, the Employer will first offer voluntary layoff to employees within the classification in the affected department.

The Employer shall give the employees at least fourteen (14) calendar days’ notice of layoff where reasonably practicable.

In case of layoff, an employee shall have the right to reclaim seniority in a previously held classification in order to hold a position in that classification provided the employee is qualified to perform the duties of the position in the classification. Seniority in the employee’s previously held classification will have remained frozen at the point where the employee transferred to a different classification. Employees who are in classifications established in multiple departments shall, for layoff purposes, be able to bump, by seniority, within their classification facility-wide.

(F) RECALL

Recall shall be in the inverse order of layoff, assuming the individual to be recalled is presently qualified to perform all aspects of the available position. An employee shall retain recall rights for a period equal to their accrued seniority up to a maximum of one
(1) year. Notice of recall shall be sent to the last address which the employee has on file with the Chief Executive Officer's office. An employee who is not recalled to work by the time the employee's recall rights expire shall lose all accumulated seniority.

(G) REDUCTIONS OTHER THAN LAYOFF/LOW NEED DAYS

In the event the Employer determines a need to reduce the number of employees scheduled on a particular unit and/or shift because of changes in staffing needs, or when the need for reduced staffing (i.e. call offs, coming in late, sending home early) occurs on a particular day, the Employer will assign involuntary absence hours/days in the following order:

1. Pick up overtime shifts;
2. Employees who have requested or volunteered to be called off;
3. Pick up straight time shifts starting with casual employees who have picked up shifts;
4. Scheduled casual staff;
5. Least senior employee with the least call off hours during the pay period.

Seniority will be observed on a shift basis by classification within the department in assigning absent hours/days. Exceptions to the order of call off may be made based on acuity needs, as assessed by the Employer.

Employees who are informed of the call-off at least two (2) hours prior to the beginning of their scheduled shift will receive no compensation for the shift. Informed means that the Employer made a bona fide attempt to contact the employee by telephone call placed to the employee's home, whether or not actual contact is made with the employee. Employees who are not informed of a call-off and show up for their scheduled shift will receive a minimum of four (4) hours of straight-time pay. The employee may be required to work in their home department for the four (4) hours. Employees who choose not to stay for the four (4) hours will not receive the additional payment for call-off.

An employee who loses regularly scheduled hours due to an absent day requested by the Employer or assigned by the Employer under this Paragraph G shall receive credit for the hours lost for purposes of seniority and benefit accrual. If an employee takes paid leave time to cover the lost time or makes up the hours at a later date in the pay period, seniority and benefit credit is given only for the paid leave time or make-up hours.

The Employer reserves the right to declare a layoff rather than a reduction other than layoff/low need day under this Section (G). If the Union believes that these reductions
other than layoff/furlough need days procedures have been used excessively, it shall be entitled to meet with the Employer to discuss the situation further to determine whether layoffs or other actions may be appropriate to take.

Call off is defined as an employee scheduled for work who is called off for lack of work.

Employees who are informed of the call-off two (2) hours prior to the beginning of their scheduled shift will receive no compensation for the shift. Informed means that the Employer made a bona fide attempt to contact the employee by telephone call placed to the employee’s home, whether or not actual contact is made with the employee. Employees who are not informed of a call-off and show up for their scheduled shift will receive a minimum of four (4) hours of straight-time pay. The employee may be required to work in their home department for the four (4) hours. Employees who choose not to stay for the four (4) hours will not receive the additional payment for call-off.

(H) VACANCIES

If the Employer, in its exclusive discretion, determines to fill a vacancy, the Employer shall electronically post notice of the vacancy for seven (7) calendar days. The notice shall state the job classification of the vacancy to be filled, the anticipated shift of work, the anticipated hours of work, and the qualifications for the position. A copy of the notice shall be furnished to the Union and the steward at the time of posting. Interested applicants shall apply electronically on Essentia Health’s online application.

In filling vacancies or new positions, senior qualified employees who are certified in the classification (i.e. have successfully completed the probationary period) shall be given preference. In cases where there is no applicant certified in the classification, if the best qualified applicants are determined by the Employer to be equally qualified, then the applicant with the most time of service with the Employer will be given preference. The vacancy may be filled temporarily until the successful applicant commences work in the vacant position.

An employee appointed to fill a vacancy through the posting procedure shall be given an orientation/trial period of up to two (2) weeks. In the event the employee desires to return to his/her former classification within the trial period, such employee shall be reassigned to the employee’s former classification without loss of seniority.

Employees changing classification as a result of transfer or promotion shall be subject to a probationary period of up to two (2) weeks (to run concurrently with the
orientation/trial period) during which the Employer may determine that the employee is not satisfactory for the position and return the employee to a position in his/her former classification and the Employer’s determination shall not be subject to the grievance procedure.

Vacation and sick leave shall be based on length of service regardless of any change in classification. Seniority for purposes of layoff and movement on the wage scale shall begin from the effective date of the change in classification. An employee who, as a result of transfer or promotion but not as a result of layoff and bumping, returns to a classification in a department in which the employee previously served shall not be entitled to any frozen seniority based on prior service in the classification in the department.

When an employee changes from a lower paid classification to a higher paid classification, the employee shall receive the lowest rate of pay for the new classification be placed on the closet step which is equal to or represents an increase to the employee’s current rate of pay.

When an employee transfers to a classification of equal or lower pay, the employee will be placed on the pay range at the same step (i.e. same years of service) the employee was at in the prior classification.

(I) RESIGNATIONS

Employees, except licensed and certified staff, shall give the Employer a minimum of fourteen (14) calendar days advance notice of resignation. Licensed and certified staff shall give the Employer a minimum of thirty (30) calendar days advance notice of resignation. An employee who fails to give the required advance notice of resignation shall forfeit any accumulated, unused PTO credit.

ARTICLE 16 – GRIEVANCE AND ARBITRATION

(A) DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation of or adherence to the terms or provisions of this Agreement.
(B) PROCEDURE

Grievance, as defined in paragraph A above shall be resolved in conformance with the following procedure:

**Step 1.** The grievance shall be discussed informally between the employee and the employee’s immediate supervisor.

**Step 2.** If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing and shall specify the alleged violation of the contract and the employee(s) involved and submitted to the Chief Executive Officer of his/her designee.

The written grievance must be submitted to the Employer within fourteen (14) calendar days after the date of the occurrence. A grievance relating to pay shall be timely if received by the Employer within fourteen (14) calendar days after the pay day for the period during which the grievance occurred.

Within fourteen (14) calendar days after submission of the written grievance to the Employer, a meeting to consider the grievance shall be held between the Employer, the Union and the employee.

Within fourteen (14) calendar days following the Step 2 meeting, the Employer shall submit a written reply to the Union and the grievant. If the reply is not received within the 14 day period, the grievance shall be deemed denied.

**Step 3.** In case no settlement can be arrived at between the parties in Step 1 and Step 2 above, the matter in dispute may be submitted to the Federal Mediation and Conciliation Service for resolution, if both parties mutually agree. The utilization of Step 3 does not prevent either party from utilizing the arbitration procedure of Step 4.

**Step 4.** If the grievance is not resolved in Step 2, or is Step 3 mediation has been utilized and the grievance was not resolved in Step 3, either the Employer or the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within twenty-eight (28) calendar days following the Step 2 meeting, or if Step 3 mediation has been utilized, within twenty-eight (28) calendar days following the Step 3 meeting.
The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine this dispute. If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The parties shall alternately eliminate arbitrators from the list of seven (7) names until one (1) name who remains shall be the neutral arbitrator. A coin toss shall be used to determine which party shall strike first.

The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement and the arbitrator shall not have the authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue.

The award of the arbitrator shall be final and binding upon the Employer, the Union and employees involved. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

The time limitation set forth herein relating to the time for filing a grievance, submitting the grievance to the next step, and the demand for arbitration shall be mandatory. Failure of the Union to follow said time limitations shall result in the grievance being waived and it shall not be submitted to arbitration. The time limitation provided herein may be extended by mutual agreement between the Employer and the Union.

The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the Employer to take the action complained of, subject, however, to the final resolution of the grievance.

ARTICLE 17 – DISCIPLINE

Upon completion of the probationary period, employees shall be disciplined, suspended, or discharged only for just cause. When an employee is to be disciplined, suspended or discharged the employee shall be talked to in private, with the local grievance committee person of his/her choice if available; if that person is not available, then another local grievance committee person may attend.
Any discipline including a verbal warning shall be documented in writing with copies furnished to the Unit representative, Labor and Employee Relations, and the employee personnel file.

It is mutually understood and agreed that the concept of progressive discipline shall be recognized in implementing and administering disciplinary procedures. It is further understood that potentially serious violations of policy or work rules may dictate discipline outside the normal progression.

Verbal warnings shall not be used for progressive discipline purposes after twelve (12) months following the date of the infraction that was the subject of the warning.

Written warnings shall not be used for progressive discipline purposes after eighteen (18) months following the date of the infraction that was the subject of the warning.

The normal progression shall be as follows:

1. Verbal warning – Shall be documented by date in the employee’s personnel file with a notice sent to the Site Unit President and Labor and Employee Relations.
2. Written warning – Shall be documented by date in the employee’s personnel file with a notice sent to the Site Unit President and Labor and Employee Relations.
3. Unpaid Disciplinary Suspension(s) – Shall be documented by date in the employee’s personnel file with a notice sent to the Site Unit President and Labor and Employee Relations.
4. Discharge – Shall be documented by date in the employee’s personnel file with a notice sent to the Site Unit President and Labor and Employee Relations.

The following non-inclusive list of examples of employee misconduct is not subject to progressive discipline and may warrant more severe disciplinary action, including discharge:

1. Disclosing to unauthorized persons confidential or privileged information.
2. Mistreatment or neglect of patients, including rudeness and inattentiveness to patient’s needs.
3. Dispensing or personal use of prescription drugs without the approval of a physician.
4. Consumption of illegal drugs or alcohol on SMDC premises.
5. Theft.
6. Fighting on SMDC premises.

By signing the Correct Action Plan (CAP), the employee is only acknowledging that he/she received a copy of this notice. The following shall be included on the Corrective Action Plan below the signature line: "My signature only acknowledges receipt of this Corrective Action Plan."

ARTICLE 18 – UNIFORMS

The Employer reserves the right to require employees to wear appropriate uniforms and shoes as designated by the Employer.

Employees holding a position in the Maintenance Department shall receive reimbursement for the purchase of cold weather gear for outdoor maintenance performed by those employees in the department. The Employer shall reimburse the employees up to a maximum of one hundred and twenty five dollars ($125.00) per contract year when the Employee provides a receipt of purchase to the Employer.

ARTICLE 19 – EDUCATIONAL DEVELOPMENT

(A) MANDATORY IN-SERVICE

An employee required by the Employer to attend any in-service meeting shall be paid at the employee’s applicable rate of pay, provided, however, an employee attending an in-service on the employee’s off duty time shall be paid a minimum of one (1) hour’s pay. An employee who reports for a scheduled, mandatory in-service meeting and was not properly notified of cancellation of the meeting shall receive one (1) hour of pay. Proper notice consists of a bona fide attempt by the Employer to reach the employee by placing one phone call to the employee’s residence.

(B) MANDATORY EDUCATION WORKSHOPS

An employee who is required by the Employer to attend an educational workshop and/or seminar relating to their employment shall receive full pay for actual time in attendance at the workshop or seminar and shall be excused from duty in order to attend.

(C) TUITION REIMBURSEMENT

The SMDC Policy and Procedures for Tuition Reimbursement (Policy Number HR0020), as updated from time to time, shall apply to employees covered by this
Collective Bargaining Agreement. A copy of the current policy in effect shall be made available to all employees.

**ARTICLE 20 – LABOR-MANAGEMENT COMMITTEE**

Upon mutual agreement of the Employer and the Union a labor management committee may be established. A labor management committee may be formed to address a specific topic or may be a standing committee which meets as needed to address topics of mutual concern. A labor management committee shall consist of a mutually agreed number of employees, one-half designated by the Employer and one-half designated by the Union. Unless otherwise mutually agreed, only designated members of the committee shall attend the committee meeting(s).

A labor management committee shall not consider grievance matters nor changes in the labor agreement.

**ARTICLE 21 – NO STRIKE, NO LOCKOUT**

(A) **NO STRIKE, NO LOCKOUT**

During the term of this Agreement, the Union agrees on behalf of itself and each of its members that there shall be no authorized strike of any kind (economic, unfair labor practices or otherwise), and there shall be no boycott, picketing, work stoppage, slowdown, or any other type of organized interference, coercive or otherwise, with the Employer's business. During the term of this Agreement the Employer agrees not to lockout the employees.

(B) **UNAUTHORIZED STRIKE**

In the event that an unauthorized strike occurs, the Union shall immediately:
1) Notify the Employer that such strike is unauthorized;
2) Order its members back to work; and
3) Advise the employees, in writing, that the strike is unauthorized and that the employees are directed to cease such action and return to normal work.

**ARTICLE 22 – DRUG AND ALCOHOL TESTING**

Employees shall be subject to Essentia Health Drug and Alcohol Testing-Minnesota Policy #: EHA1035, as amended from time to time.
ARTICLE 23 – COPE

The Employer agrees to deduct and transmit to S.E.I.U. Local 113 COPE contributions on a per pay period basis from the wages from those employees who voluntarily authorize such contributions on the forms provided for that purpose by S.E.I.U. Local 113. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee.

ARTICLE 24 – COMPLETE AGREEMENT, WAIVER OF BARGAINING

(A) COMPLETE AGREEMENT

This Agreement shall represent the complete Agreement between the Union and the Employer.

(B) WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of said right and opportunity are set forth in this Agreement. Therefore the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless they mutually agree to so bargain.

(C) EXCEPTION

Notwithstanding any other provision of this Article, in the event that the Employer during the term of this Agreement creates a new classification within the bargaining unit, the Employer agrees to enter into negotiations with the Union solely for the purpose of establishing a wage rate for such classification in accordance with Article 5 hereof.
(D) SEPARABILITY

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

ARTICLE 25 – DURATION

This Agreement shall be effective as of October 1, 2019. This Agreement shall remain in full force and effect through September 30, 2021 and from year to year thereafter unless either party shall notify the other party, in writing, at least ninety (90) days prior to September 30, 2021 or any year thereafter of its intention to change, modify or terminate this Agreement.
ESSENTIA HEALTH
DEER RIVER HEALTHCARE CENTER

Monique Fox
Administrator II

Diane Davidson
Chief Human Resources Officer

Sara Dorfman
Director, Employee & Labor Relations

Willie Paul
Employee & Labor Relations Specialist II

Sarah Aili
Employee & Labor Relations Specialist

Date

3/16/2020

Date

3/10/20

Date

2/28/20

Date

3/9/20

Date

2/27/2020
ESSENTIA HEALTH
DEER RIVER HEALTHCARE CENTER
&
SEIU HEALTHCARE MINNESOTA

Todd Schmitz, SEIU Internal Organizer

1-14-2020

Date

Barb Serfling, Union Representative

1-16-2020

Date

Charles Davis, Union Representative

1-16-2020

Date

Kristi Giffen, Union Representative

1-14-2020

Date

Lena Nessel, Union Representative

1-16-2020

Date

Rebecca Sherek, Union Representative
### WAGE SCALE

#### Clerical & Service Positions

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#### Technical Positions

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## WAGE SCALE

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HOME HEALTH ADDENDUM

This Addendum applies to all bargaining unit employees of the Home Health Department (“Home Health”).

The following provisions of the attached collective bargaining agreement between Community Memorial Hospital of Deer River, Inc. and Minnesota’s Health Care Union, Local 113, SEIU, AFL-CIO/CLC is not applicable to Home Health:

a) Article 5(B) – Shift Differential
b) Article 5(C) – On-call/Call-back
c) Article 7(C) – Posting of Schedules
d) Article 7(E) – Split Shifts
e) Article 7(F) – Ten Hours between Shifts
f) Article 14(G) – Reductions Other Than Layoff/Low Need Days

The following sections apply to Home Health only as modified below:

Article 5(D) – Client Absent

An employee who reports to a client’s home for a previously scheduled visit shall receive mileage at the per mile rate prescribed in this Agreement if the client is absent without prior notice to the employee and the employee is prevented from performing the scheduled work assignment.

Article 6(A) – Overtime

For the purposes of overtime, employees of Home Health are designated as working the forty (40) hour per week overtime formula. Under the forty (40) overtime formula, employees shall be paid 1 ½ times their respective straight-time hourly rate for all hours worked in excess of forty (40) in a seven (7) consecutive day work week.

Except in cases of emergency, all overtime work shall be approved in advance by the employee’s supervisor.

There shall be no pyramiding of overtime. Overtime payments shall not be duplicated for the same hours worked under any provisions of this Agreement and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime for the same or any other provision.
Employees shall not be required to take time off in lieu of overtime pay except upon mutual agreement or as provided in an established flexible schedule agreement, in which case the requirement to take time off in lieu of overtime pay shall become a condition of employment for the position during the time the flexible schedule agreement is in effect.

Article 7(c) – Designation of Work Schedules

The parties recognize that employees of Home Health are scheduled intermittently as the need arises and that hours of work may vary from day-to-day and week-to-week as determined by the employee’s immediate supervisor to meet the needs of clients. In assigning clients, the Employer may take into account various factors, including by way of example and without limitation, level of care required, employee geographic proximity to the client, client preference, an employee’s expressed desire for greater or fewer hours, need to avoid overtime, etc.

If an employee’s scheduled hours fall below the minimum for the employee’s status (i.e. 32 hours per pay period for part-time or 64 hours per pay period) the Employer will make a reasonable effort to assign replacement hours to the employee in order to bring the employee up to at least the minimum hours for the employee’s status, including if necessary reassigning previously scheduled hours from casual employees and then from part-time employees, and then from full-time employees in the reverse order of seniority. In considering whether to assign replacement hours, it is understood that the employer may take into account various factors, including by way of example and without limitation, level of care required, employee geographic proximity to the client, client preference, an employee’s expressed desire for greater or fewer hours, need to avoid overtime, and other factors the Employer deems relevant to proper and efficient client care.

If an employee is absent from scheduled work because of approved vacation or sick leave, the Employer, upon request of the employee will first make a reasonable attempt to cover the employee’s client visits with another employee, taking into account various factors including level of care required, geographic considerations, client preference, need to avoid overtime, etc. However, it is recognized that it is not always practical to assign the visits to another employee. If the visits are not assigned to another employee and still need to be covered, the Employer will normally reschedule the visits to another day/time for the absent employee to cover upon returning to work.

Article 7(H) – Rest Breaks

All employees shall be entitled to a fifteen (15) minute paid rest break for each four (4) consecutive hours of paid work time. The rest break shall be taken during the time allocated for client visit and there shall be no time added to scheduled visit time to accommodate the rest break. Time spent visiting with the client, including by way of example time spent sharing conversation, coffee or a snack, is counted toward the 15 minute rest break which the employee is allowed. If an employee believes the work schedule prevents the employee from taking the allowable 15 minute rest break, the employee should request the supervisor to review the situation to assure that time is available or is made available for the break.
Article 7(l) – Meal Breaks

Employees may take a thirty minute unpaid, uninterrupted meal break if doing so would not interfere with service to the client.

Article 7(J) – Travel

Travel time is paid work time. Employees shall be compensated at their regular rate of pay beginning at the residence of the first scheduled client and ending at the residence of the last scheduled client for the day. In addition, employees shall receive mileage reimbursement at $0.46 per mile effective October 1, 2012 through September 30, 2013. Effective 10/1/2013, the mileage reimbursement rate will be at the IRS rate per Mileage will be paid from the first scheduled client and ending at the last scheduled client.

Article 9(B) – Use of PTO

Home Health employees will not be required to use PTO for an absence due to illness or injury if the home health employee makes up the lost hours at a different time to fulfill the service needs of any clients who are not served during the absence. The make-up time must be scheduled with supervisor approval, must be during the same pay period, and must not result in overtime.

Article 14(E) – Jury Duty

When an employee receives notice of jury duty, he/she shall notify his/her supervisor at once. He/she will be given leave for such jury duty and be made whole for loss of pay during that period. In making the employee whole, his/her wages will be computed as if he/she had worked his/her scheduled hours at straight time and be paid in full therefor, minus the amount evidenced by his/her jury check. Employees will be compensated for jury duty only on a regularly scheduled work day, and only to the extent that the jury duty prevent the employee from performing assigned work assignments for the day. Assignments will be rescheduled if reasonably possible so that the employee can appear for jury duty and also complete work assignments for the day.

Article 19(C) – Quarterly Home Health Training

The Employer agrees to offer quarterly in-service meetings. Attendance may be mandatory, at the direction of the Employer. Employees attending the meetings shall be paid for the length of the meeting, subject to a minimum of one hour, at the employee’s straight-time rate and mileage as per the mileage provisions of this Agreement.

Article 24 – Non-Competition
In consideration of the compensation and benefits provided pursuant to this Agreement for Home Health employees, it is agreed that Home Health employees shall not compete against the Employer with respect to providing service to clients for so long as the Home Health employee is employed by the Employer. Provided, however, this Article shall not be applicable to current clients, as of date of ratification of the 2008-2010 contract, of current employees of Deer River HealthCare Center.
# BENEFIT

<table>
<thead>
<tr>
<th>PAID TIME OFF (PTO)</th>
<th>ELIGIBILITY</th>
<th>BENEFIT DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Includes Holidays:</td>
<td>All employees except temporary and casual employees.</td>
<td>Paid leave hours accrue based on 80 hours worked per pay period. Accrued time may be used for vacation, minor illness, family emergencies, or miscellaneous personal time. Maximum accrual = 1 1/2 times the annual accrual.</td>
</tr>
<tr>
<td>New Year's Day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Easter</td>
<td></td>
<td></td>
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<tr>
<td>Memorial Day</td>
<td></td>
<td></td>
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<tr>
<td>Independence Day</td>
<td></td>
<td></td>
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<tr>
<td>Labor Day</td>
<td></td>
<td></td>
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<tr>
<td>Thanksgiving</td>
<td></td>
<td></td>
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<tr>
<td>Christmas Day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Floating Holidays</td>
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</tr>
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</table>

## ELIGIBILITY

PTO Accrual (based on full-time, prorated for part-time)

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Annual PTO Days Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 2 99</td>
<td>25</td>
</tr>
<tr>
<td>3 - 5 99</td>
<td>30</td>
</tr>
<tr>
<td>6 - 14 99</td>
<td>35</td>
</tr>
<tr>
<td>15+</td>
<td>36</td>
</tr>
</tbody>
</table>

## BENEFIT DESCRIPTION

**Paid Leave (Reserve Bank)**

Provides income protection in the event of a serious illness or short-term disability.

**Reserve Bank hours accumulate in 2 ways:**

1. Accrual rollover upon reaching maximum in PTO Bank
2. Optional transfer of hours from PTO Bank to Reserve Bank (You must keep 80 hours in your PTO Bank to qualify for Reserve transfer).

**You may access your Reserve Bank Hours when you are away from work due to illness or injury:**

**With EIB Bank:**

Payment from the EIB Bank begins after missing two consecutive days of work due to illness or disability. The first two days of illness or disability will be paid from the PTO Bank, you will then deplete your EIB bank. Following that you will have access to Reserve Bank hours.

**Without EIB Bank:**

Payment from the Reserve Bank begins after missing three consecutive days of work due to illness or disability. The first three days of illness or disability will be paid from the PTO Bank, following that you will have access to Reserve Bank hours.

The maximum number of hours that may be in the Reserve Bank is 480.

**Sell Back Option:** Employees may choose to cash in up to a maximum of 24 hours at the end of the last pay period prior to December 15, as long as a minimum balance of 40 hours remains in the PTO account.

**PTO Payout:**

Upon moving into a casual position, or terminating employment, available balances within your PTO or Reserve Bank will be paid out to you at the most current hourly rate on file. EIB hours are not eligible for payout in either of the above mentioned scenarios. Hours paid from your PTO bank will be paid at 100% of your hourly rate. Hours paid out of your Reserve Bank will be paid out at the rates listed below.
## 2019 SUMMARY OF BENEFITS DEER RIVER
SEIU HIRED BEFORE JANUARY 1, 2013
Attachment (A)

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percent of Hourly Rate Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1.99</td>
<td>0%</td>
</tr>
<tr>
<td>2 - 4.99</td>
<td>25%</td>
</tr>
<tr>
<td>5 - 7.99</td>
<td>40%</td>
</tr>
<tr>
<td>8 - 10.99</td>
<td>60%</td>
</tr>
<tr>
<td>11 - 13.99</td>
<td>80%</td>
</tr>
<tr>
<td>14+</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Donation Option**: Employees may donate a portion of their PTO to a fellow employee to use directly for illness or personal emergencies. Employee donating must have over 40 hours of PTO available. Employee receiving must have depleted his/her PTO and Reserve Banks. The maximum donation is 24 hours and minimum is 4 hours.
<table>
<thead>
<tr>
<th>BENEFIT</th>
<th>ELIGIBILITY</th>
<th>BENEFIT DESCRIPTION</th>
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<tr>
<td><strong>PAID TIME OFF (PTO)</strong>&lt;br&gt;Includes Holidays:&lt;br&gt;New Year's Day&lt;br&gt;Easter&lt;br&gt;Memorial Day&lt;br&gt;Independence Day&lt;br&gt;Labor Day&lt;br&gt;Thanksgiving&lt;br&gt;Christmas Day</td>
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PTO Accrual (based on full-time, pro-rated for part-time):

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<td></td>
<td>8</td>
<td>30</td>
</tr>
</tbody>
</table>

After 20, 25, and 30 years of employment, employees receive a PTO Award of up to 40 hours. Employees who have worked less than 2080 hours (full time) per year in the past 5 years, or their years of service will receive a proration of 40 hours.

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The maximum number of hours that may be in the Reserve Bank is 480.

**Sell-Back Option**: Employees may choose to cash in up to a maximum of 24 hours at the end of the last pay period prior to December 15, as long as a minimum balance of 40 hours remains in the PTO account. Effective October 1, 2019. Employees may choose to cash in PTO hours in accordance with Essentia Health's non-contract practice.

**PTO Payout**: Upon moving into a casual position, or terminating employment, available balances within your PTO or Reserve Bank will be paid out to you at the most current hourly rate on file. Hours paid from your PTO bank will be paid at 100% of your hourly rate. Hours paid out of your Reserve Bank will be paid out at the rates listed below.
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