Collective Bargaining Agreement

Between

The County of Hubbard
Heritage Living Center

And

SEIU Healthcare Minnesota

Effective
October 1, 2017

Through
December 31, 2020
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Agreement Between
The County of Hubbard
Heritage Living Center
And
SEIU Healthcare Minnesota

ARTICLE I - RECOGNITION

The Union shall be the sole representative of all LPNs and GPN's employed by the County of Hubbard, Heritage Living Center, Park Rapids, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, subd. 14, excluding supervisory, confidential and all other employees.

ARTICLE II - UNION SECURITY

A. There is a Collective bargaining agreement between Heritage Living Center and SEIU Healthcare MN, Minnesota's Health Care Union covering wages, hours of work, and other terms and conditions of employment. The Collective Bargaining Agreement provides that the Union is the sole representative for the classification of work for which the employee is hired. After competition of thirty (30) calendar days of employment, the Collective Bargaining Agreement provides the employee with the following two choices:

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

2. Employee may choose not to become a Union member. These employees shall not be able to attend membership meetings or participate in contract negotiations.

The Collective Bargaining Agreement provides that employees may voluntarily elect to have Union dues deducted from their check and sent to the Union.

B. All Employees covered by this Agreement who are now and may hereafter become members of the Union shall during the life of this Agreement, remain members of the Union in good standing. "In good standing," for the purpose of this Agreement, is defined to mean the payment of standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union. Payment required by this section shall be made only after an Employee has completed thirty (30) days of employment. The fee required by this paragraph one shall be due and payable upon the thirty-first (31st) day of employment and must be paid within ten (10) days thereafter. Monthly payments required by paragraph two are due the first (1st) day of the month following the competition of thirty (30) days of employment, and shall be paid by the tenth (10th) day of each month.
C. Dues Deductions: The Employer agrees to deduct Union dues, for employees electing to become Union members, from the wages of employees who voluntarily provide the Employer with a written authorization to make such deductions. Such deductions shall be made from the wages of the employees in the first (1st) pay period of the month in which payment is due. Withheld amounts shall be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount, social security number, and the name for those for whom such deductions have been made. The Union will hold the Employer harmless from any dispute with an Employee concerning deductions made.

Any employee who is paying dues or an amount equal to dues may stop making these 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 is sooner. The Employer will honor Employee check off authorization unless they are revoked in writing during the window period, irrespective of the Employee’s membership in the Union.

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

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

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 call, by submitting to the Union online deduction authorization, or by any other means of indicating agreement allowable under state and federal law.

D. Employee Lists: Each month, the Employer shall send the Union a list with the following information:

- New Hires: name, hire date, address, phone number, classification, rate of pay, social security number, and number of hours worked per pay period.
- Non Contract: name, social security number, date of job transfer, position the employee is transferring from and into, new hire information if the employee is transferring into the bargaining unit.
- Terminated Employee: (from the bargaining unit) name, termination date, classification and social security number.
- Employee on Leave of Absence: name, date leave begins, date of return, and social security number.
- Changes: name changes, address changes, phone number changes, changes in hours per pay period, changes in classification, and other changes affecting union membership or dues, and social security number.
• Hours Reports: monthly lists of all employees in the bargaining unit with actual hours worked by pay period/month, along with name, social security number, and period the hours covered.

The Employer shall work with the Union in order to process dues and reporting of hours via media.

Upon written notification of the Union, the Employer will provide yearly wage updates for each employee in the bargaining unit including information requested by the Union.

SEIU Healthcare MN 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 minimum and maximum dues. In an effort to make the transition smooth as possible, SEIU Healthcare MN is requesting the following data in addition to the member information provided above:

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

E. COPE Check-Off

The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota COPE contributions on a per pay period basis from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by SEIU Healthcare Minnesota. 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 III - UNION REPRESENTATIVE ACCESS - BULLETIN BOARDS

A bulletin board near the time clock shall be made available to the Union for the purpose of posting business notices. The business representative for the Union or his/her designate shall have access at all reasonable times to such bulletin board and to other non-patient, non-public areas to discharge his/her duties as representative of the Union.

ARTICLE IV - PROBATIONARY PERIOD

New employees shall be classified as probationary employees. Employees will have a ninety (90) day probationary period. During the probationary period, they will have no seniority or right to employment and may be discharged or disciplined without just cause. In special cases, the business representative may approve an extended probationary
period not to exceed an additional thirty (30) days. The Union will not be unreasonable in granting such an extension.

**ARTICLE V - HOURS OF WORK AND OVERTIME**

It is the philosophy of Labor and Management to keep the shifts filled at the desired staffing levels as set by Management.

A. To insure quality care primary nursing shall be utilized to the extent possible. Assignments of Wings shall be in accordance with seniority.

B. Open shifts shall be offered to Nurses promptly.

C. Vacated positions that Management intends to fill shall be posted immediately. If Management decides not to fill the position Management shall notify the stewards as to the decision not to fill and why.

D. **Work Week**

The normal workday shall consist of eight and one-half (8 ½) consecutive hours, including an unpaid lunch period of thirty (30) minutes. All employees shall be allowed, without reduction in pay, fifteen (15) minutes relief in each four (4) hour period. The above fifteen (15) minute rest periods shall be included in the regular workday. Employees who are required by the Employer to remain at their work location throughout their entire work shift shall be paid at the overtime rate for any hours over eight (8).

E. **Overtime**

Nurses shall not be required to take time off in lieu of overtime pay.

A Nurse required to work in excess of eight (8) hours in a twenty-four (24) hour period or eighty (80) hours in a two-week pay period shall be paid at one and one-half (1 ½) times their regular rate of pay for all excess time so worked.

F. **Scheduling**

In the establishment of workweek schedules, the Employer will recognize seniority and schedules shall be posted at least ten (10) days in advance.

Part-time Nurses are not guaranteed block schedules; their base-line hours per pay period shall not fluctuate but their days to work may.

Changes in posted schedules cannot be made without approval by affected Nurses.

No Nurse shall be scheduled more than two (2) shifts per month (days-pm’s-nights), unless the Nurse chooses to work more.
A Nurse who works more than five (5) consecutive days and forty (40) hours shall be entitled to overtime at time and one-half (1 ½).

A grandfathered full-time Nurse scheduled sixty-four (64) or seventy-two (72) hours a pay period shall be paid at time and one-half (1 ½) when asked to work the tenth day within forty-eight (48) hours of a scheduled day off, unless such time is subject to higher premium payment within the pay period.

Nurses shall have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. If necessary to allow for flexibility in scheduling, nonconsecutive days off during weekdays (Monday through Friday) may be utilized.

There shall be no split shifts except in emergency situations. Emergency situations shall be determined at the discretion of administration.

Nurses shall not be scheduled to return to work within twelve (12) hours following the end of the Nurse’s regularly scheduled prior shift. If a Nurse is required to return to work without twelve (12) hours off, he/she shall be paid one and one-half times hourly rate for the hours short of twelve (12).

A Nurse may occasionally exchange a scheduled day with another Nurse provided it does not involve overtime, and is with Supervisor approval. The Supervisor shall approve or deny in writing to the Nurses within five (5) days of the request.

A Nurse may occasionally give a scheduled shift to another Nurse provided overtime is not involved, and with Supervisor approval. The Supervisor shall approve or deny in writing to the Nurses within five (5) days of the request.

All current full-time Nurses as of January 1, 1997, shall be grandfathered as full-time being defined as sixty-four (64) hours a pay period. Yearly grandfathered full-time Nurses shall have the flexibility of changing their scheduled hours. A Nurse shall be able to drop shifts. A nurse wanting to increase shifts shall be able to do so if hours are available or another grandfathered Nurse is dropping hours. If a full-time Nurse drops to a schedule less than 64 hours a pay period or casual, they shall lose their grandfathering status.

G. Categories of Nurses

Full-time – A full-time Nurse is one who is regularly scheduled to work seventy-two (72) hours per pay period.

All current full-time Nurses as of January 1, 1997 shall be defined as those who are regularly scheduled to work sixty-four (64) hours or more per pay period.
Part-time – A part-time Nurse is one who is regularly scheduled to work less than seventy-two (72) hours per period.

Casual/On-Call - A Casual/On-Call Nurse is not regularly scheduled or guaranteed hours, but works on an intermittent basis.

H. Additional Hours

All extra hours, which may become available on a temporary or unexpected basis, shall be offered to the Nurses by seniority.

a. By the 13th of each month, available shifts for the following month shall be posted for seven (7) days or otherwise stated on posting.

b. Nurses shall sign up for shifts at straight time and they shall be granted by seniority.

c. If there are remaining shifts available the Employer may call all Nurses by seniority to offer at straight time.

d. Casual Nurses shall be offered any remaining open shifts by seniority after regular employees have been offered the open shifts.

e. All remaining hours shall be offered at overtime (if over eighty (80) hours in a two-week pay period) by seniority.

ARTICLE VI - SENIORITY

A. Definition

Seniority for all Nurses shall be compensated hours with the Employer after the most recent date of employment. There shall be one seniority list for both full-time and scheduled part-time Nurses and a separate seniority list for casual part-time nurses. Compensated hours, for the purpose of accruing benefits, will include vacation, holidays, sick leave and time off for reasonable official Union business during normal working hours.

B. Seniority Lists

On or before the thirty-first (31st) day following the commencement of this Agreement, the Employer shall prepare seniority lists for all Nurses covered by this Agreement as described in (A) above with copies to the Union and Stewards. Such lists shall be updated quarterly with copies to the Union and Stewards.
C. Job Posting

Whenever vacancies occur, a notice of such vacancy stating the requirements for the position and hours of work shall be posted at the Employer's location for a period of seven (7) calendar days and notice of the same furnished to the Union. Nurses may apply for the vacancy by written application before any outside applicants.

Any Nurse currently employed by the Employer and qualified to fill the position shall be granted such position upon application. In the event more than one qualified Nurse applies for the same position, seniority shall be the determining factor. The term "qualified" used in this section means the ability to satisfactorily perform the duties of the position within a reasonable period of orientation not to exceed two (2) weeks.

D. Reduction of Hours/Layoffs and Recall Procedures

In the event of reduction of hours or layoff, the Employer shall first seek volunteers to accomplish the necessary reductions. The Employer will also advise the union as soon as possible and no later than two (2) weeks in advance of any reductions. Nurses on layoff status shall have preference over casual Nurses for any available additional work hours.

In the event of a reduction of hours or layoff, it shall be made in the reverse order of seniority. In the event of layoff, two (2) weeks notice shall be provided Nurses or pay in lieu thereof. A Nurse on layoff status shall retain seniority rights for a period of two (2) years following the date of layoff. Regular Nurses who are laid off shall be recalled in accordance with their seniority. It is the responsibility of the Nurse to notify the Employer of any changes in his/her current address. The Employer will notify Nurses of a recall to work by certified mail. Nurses shall notify the Employer of their intentions to work within five (5) days of receipt of notification. If the Nurse refuses said offer or fails to respond within five (5) days, all rights under this Agreement are surrendered and said Nurse shall be considered as terminated.

E. Posted Hours

When a Nurse's posted work hours are temporarily reduced because of soft census for up to thirty (30) days due to lack of work, he/she shall receive credit for cancelled hours of work toward eligibility for an accumulation of contractually provided benefits. The thirty (30) day period may be extended by mutual agreement between the Union and the Employer.

ARTICLE VII - VACATIONS

A. All Full-time and Part-time (i.e. regularly scheduled) Nurses shall be entitled to vacation benefits on a pro-rated basis, based upon compensated hours, according to the following schedule:
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<tr>
<th>Years of Service</th>
<th>Accrual Factor</th>
<th>Max.accural/pp</th>
<th>Max annual hours</th>
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<tr>
<td>1 Year</td>
<td>0.01923</td>
<td>1.538 hrs</td>
<td>40 hours</td>
</tr>
<tr>
<td>2-5 Years</td>
<td>0.03846</td>
<td>3.072 hrs</td>
<td>80 Hours</td>
</tr>
<tr>
<td>6-10 Years</td>
<td>0.05769</td>
<td>4.165 hrs</td>
<td>120 Hours</td>
</tr>
<tr>
<td>11 -15 Years</td>
<td>0.07692</td>
<td>6.154 hrs</td>
<td>160 Hours</td>
</tr>
<tr>
<td>16-20 years</td>
<td>0.08462</td>
<td>6.770 hrs</td>
<td>176 Hours</td>
</tr>
<tr>
<td>21-25 Years</td>
<td>0.08846</td>
<td>7.077 hrs</td>
<td>184 Hours</td>
</tr>
<tr>
<td>26-30 Years</td>
<td>0.09231</td>
<td>7.385 hrs</td>
<td>192 Hours</td>
</tr>
<tr>
<td>31 Plus</td>
<td>0.09615</td>
<td>7.692 hrs</td>
<td>200 Hours</td>
</tr>
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B. There shall be no minimum work requirement for part-time employees to receive vacation benefits. The pay rate for vacation days will be that pay rate being received by the employee immediately prior to the vacation period.

C. Vacations shall become available to Nurses after their probationary period. Vacations are earned and can be used on a pay-period by pay-period basis. Earned vacations may be taken on a year-round basis.

D. Nurses shall be allowed to accumulate vacation up to a maximum of 30 days (240 hours). Nurses shall suffer no loss of vacation if over the maximum on each pay period unless a Nurse is over their maximum on their anniversary date. If on a Nurses anniversary date the Nurse is over the maximum and it is due to the department denying vacation requests, the Nurse shall suffer no loss of benefits.

E. Nurses may submit future vacation requests between January 10 and 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 – 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 respond to vacation requests within no more than fifteen (15) days. Nurses shall not be required to work weekends during their vacation time.

F. Each employee shall initially be allowed to sign up for only two (2) weeks vacation in the months of June, July, and August. After the initial requests, all other open weeks in June, July, and August will be granted by seniority. Vacation requests for the two (2) weeks in the summer months need to be signed up for between the dates of January 10 and January 25 of each year.

ARTICLE VIII - HOLIDAYS

A. The following days will be recognized as paid holidays for all employees: Presidents Day will now become a Personal Floating Holiday to be taken anytime within the calendar year.
New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day

Labor Day
Veterans Day
Thanksgiving Day
Christmas Day
(1) Floating Holiday

B. For Nurses who work a Monday through Friday schedule, and a holiday falls on Sunday, the following Monday will be considered the official holiday; or when such holiday falls on Saturday, the preceding Friday shall be considered the official holiday. For all other Nurses, the holiday shall be observed on the calendar day on which it falls.

C. Days recognized as holidays which occur within a Nurse’s approved and compensated vacation or sick leave period will not be chargeable to the Nurse’s vacation or sick leave.

D. All nurses who work on a holiday shall have the following two choices:

1. be paid for all hours worked and receive holiday pay for all hours worked
2. be paid for all hours worked and receive comp time in lieu of holiday pay.

All Nurses who work beyond eight (8) consecutive hours shall be paid at double time and one-half (2-1/2).

E. In order to be eligible for a paid holiday, a Nurse is required to work both the last scheduled day before the holiday and the first scheduled day after the holiday, unless the Employer excuses such absence.

F. A full-time Nurse whose day off falls on the holiday shall receive eight (8) hours pay. Part-time Nurses shall receive pro-rated pay for the holiday if not worked.

G. Employees may take an alternate day as a holiday within sixty (60) days of the holiday.

H. Any full or part-time employee who works on Christmas Eve evening shift will be paid at a rate of time and one-half for all hours worked.

I. Holiday Rotation effective with the calendar year 2018 holidays shall be scheduled on a rotating basis, with employees working every other holiday during the calendar year. Beginning in 2018, all current employees and any newly hired employees will be placed onto one of two alternating annual holiday cycles, such that the employee will not be scheduled to work on the same holiday in two consecutive years thereafter, except by mutual agreement.
ARTICLE IX - SICK LEAVE

A. All full-time Nurses shall accrue sick leave at the rate of one (1) working day (8 hours) for each month of service in the employ of the Employer. Part-time Nurses shall accrue sick leave at the rate of one (1) day for every 173 compensated hours. New part-time Nurses hired after January 1, 2005 will not accumulate sick leave.

B. Unused sick leave may accumulate to a maximum credit of one hundred twenty (120) days (960 hours).

C. Sick time shall not be counted towards the payment of overtime.

D. Sick leave with pay shall be allowed under the following circumstances:

- Illness of the Nurse which prevents his/her attendance at work and performance of duties on that day or days.

- Temporary physical disability of the Nurse.

- Illness of a member of the Nurse’s household requiring the attention of a physician and requiring the Nurse’s absence to secure such care or to assist in care when no one else is available to assist, such absence not exceeding two (2) consecutive calendar days.

- In-patient or out-patient hospital care for an individual who is within the Nurse’s second degree of kindred but not a member of the Nurse’s household requiring the Nurse’s absence from work to secure such care, such leave not exceeding three (3) days per year (days need not be consecutive).

- Non-hospital illness of an individual in the Nurse’s first degree of kindred but not a member of the Nurse’s household requiring the Nurse’s absence to assist in care when no one else is available so to assist. Such absence not exceeding two (2) days per year (days need not be consecutive).

E. Employees desiring to use such leave, as referred to above, shall notify the Department Head’s office by telephone or in writing before or as soon as possible after their scheduled reporting time and shall indicate the amount of leave to be used. The Union and the Employer agree that sick leave is a benefit, which is to be used judiciously, and shall not be abused.

F. If a Nurse becomes ill or disabled for two (2) days or more during the scheduled vacation, his/her vacation shall be changed to sick leave upon satisfactory notice to his/her supervisor. A physician’s written statement may be requested verifying the illness or disability.
G. If a Nurse uses three (3) or fewer days sick time per year, that Nurse shall receive one (1) day off with pay (part-time Nurses to be pro-rated) to be used the following calendar year.

ARTICLE X - BEREAVEMENT PAY

Nurses may be granted a leave of absence of up to three (3) days without loss of pay in case of death in the immediate family of the Nurse or his/her spouse, son, daughter, brother, sister, father, mother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, foster children, step-parents, step-children). Leave granted by this section may be taken for the death of a great-grandchild, nephew, niece, aunt or uncle and would be deducted from the Nurse’s accumulated sick leave.

ARTICLE XI - MEDICAL LEAVES OF ABSENCE

A. A medical leave of absence may be granted for a maximum of six (6) months. One extension of six (6) months may be granted, providing the Nurse requests such extension in writing at least fifteen (15) calendar days in advance of the expiration of the original leave.

B. Health/Life insurance coverage may be continued for a maximum of twelve (12) consecutive months if the Nurse makes full premium payments to the Auditor's office one (1) month in advance of the coverage.

C. Sick leave shall not accrue during an unpaid leave of absence.

D. Vacation shall not accrue during an unpaid leave of absence.

E. Holidays shall not be paid during an unpaid leave of absence.

F. Seniority shall not be affected during an unpaid leave of absence.

G. A Nurse returning to work within the authorized leave period shall be reinstated to his/her original position.

H. Prior to the Nurse’s return to work from a medical leave of absence, the Nurse shall provide a physician’s statement that the Nurse is able to return to work.
ARTICLE XII - LEAVES OF ABSENCE AND PERSONAL DAYS

A. Leaves of absence shall be granted for:
   • Military leave in accordance with federal and state law.
   • The purpose of voting in accordance with state statutes.

B. Nurses called for jury duty shall receive the difference between the pay received from such jury duty and their normal straight time earnings for time lost on their job because of jury duty.

A Nurse excused for jury duty shall return to work immediately if dismissed from jury service. Reasonable time will be allowed for travel out of the county under the provisions of this subsection. Unreasonable demands to return to work are not to be expected in this event.

C. Regular Nurses only shall be eligible for one (1) day off per year with pay for personal purposes.

Leave under this provision is non-accumulative from year-to-year.

Written request for such leave shall be submitted to Department Head at least three (3) working days in advance, when possible.

This leave may be taken in increments of one-half (1/2) day.

For purposes of computing leave under this section, the year January 1 through December 31 shall be used.

To be eligible to use said leave, a Nurse must have completed the probationary period.

D. Union Leave – Heritage Living Center agrees to grant necessary and reasonable time off without pay to any employee designated by the Union for Union business for a period of time not to exceed seven (7) working days per year providing staff needs are met. For periods of more than one (1) day, the Union shall make every effort to give the Heritage Living Center two (2) weeks’ notice. For periods of one (1) day or less, the Union shall make every effort to give one (1) week notice to the Heritage Living Center. Any additional time needed will be addressed on a case by case basis.
ARTICLE XIII - INSURANCE

Coverage becomes effective thirty (30) days from the end of the month of hire of the Nurse.

A. The Employer shall provide eligible Nurses who are currently scheduled full-time benefit eligible and grandfathered Nurses with a group hospital-medical-surgical insurance program based on health insurance available on the $1000 deductible, single premium. Those employees taking a higher deductible plan will receive the cash difference from the $1000 deductible plan. The Employer has agreed to contribute a total of $602.50 per month toward the insurance plan of the employee’s choice. The employee electing a plan with costs higher than the contributed amount will be responsible for paying the difference in the cost. The Employer is increasing its contribution in the year 2015 towards the cost of the Employee insurance plan by 3%.

B. Life Insurance

The Employer shall make available Life Insurance Plans, at the eligible Nurses cost (When available to the County).

C. Dental Insurance

The Employer shall make available a Dental Plan at the eligible Nurses cost (when available to the County).

ARTICLE XIV - SEVERANCE PAY

Regular Nurses who terminate their employment because of layoff, disability, retirement, or written resignation with proper notice accepted by the County shall be entitled to severance pay pursuant to the following conditions:

• The Nurse shall have completed at least ten (10) years of continuous service with the county.

• The Nurse, to be eligible for provisions of this section, shall have an accumulation of at least sixty (60) days (480 hours) of sick leave.

• The amount of severance pay shall be the mathematical product obtained by multiplying the Nurse’s daily rate of pay at the time of termination times the Nurse’s unused accumulated sick leave days according to the following schedule:

  a) After ten (10) years – 50% of unused accumulated days, maximum $3,500.

  b) After fifteen (15) years – 60% of unused accumulated days, maximum of $3,850.
c) After twenty (20) years – 70% of unused accumulated days, maximum $4,235.

d) After twenty-five (25) years - 80% of unused accumulated days, maximum $4,659.

Severance pay shall be paid by the County in a lump sum distribution subsequent to the effective day of termination and shall not be granted to any Nurse discharged by the county.

In the event of a death, the severance pay shall be paid to the Nurse’s estate.

ARTICLE XV - DISCIPLINE AND DISCHARGE

A. The Employer shall not discipline a Nurse without just cause. A written notice of any discharge or disciplinary suspension shall be given to the Nurse, and a copy thereof shall be sent to the Union. The Steward shall also be furnished with copies of any written reprimands that may be issued to a Nurse. A Nurse shall be entitled to inspect evaluation reports, disciplinary notices or records and attendance records contained in the Nurse’s personnel file during reasonable times.

B. In connection with investigatory interviews of a Nurse conducted by the Employer in which a Nurse reasonably believes that such investigation will result in disciplinary action, a Nurse, upon his/her request, shall be entitled to have a representative of the Union present.

ARTICLE XVI - GRIEVANCE AND ARBITRATION

A. A grievance is hereby defined as any claim by the Union or a Nurse relating to the interpretation of or adherence to the terms and provisions of this Agreement.

B. The steps in the grievance procedure are as follows:

STEP ONE - The Nurse will informally discuss the grievance with his/her immediate supervisor/Director of Nurses. Representatives of the Union shall also have the right to directly discuss the grievance with the Employer in an attempt to resolve it.

STEP TWO – If the grievance is not resolved under Step One, it shall be reduced to writing, shall specify in detail the alleged violation of the contract and shall be submitted to the Administrator. The written grievance must be submitted to the Employer within twenty (20) calendar days following the date of occurrence. A grievance relating to pay shall be timely if received by the Employer within six (6) calendar months after the payday for the period during which the grievance occurred.
Within twenty (20) calendar days following receipt of the grievance by the Employer, representatives of the Employer and Union shall meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

STEP THREE - If the grievance is not resolved in Step Two-above, the matter in dispute may be submitted to the Bureau of Mediation Services for resolution. Both parties must mutually agree to this non-binding mediation procedure. The utilization of Step 3 does not prevent either party from utilizing the Arbitration Procedure in Step 4.

STEP FOUR - Any demand for arbitration shall be in writing and must be received by the Employer within twenty (20) calendar days following the Step Three meeting.

The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of the Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance, and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the -Employer and the Union. The award of the arbitrator shall be final and binding upon the Union, the Employer and the individual Nurse filing the grievance.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

ARTICLE XVII - GENERAL PROVISIONS

A. Conflicting Agreements

The Employer agrees not to enter into any agreements or contracts with its Nurses, either individually or collectively, which conflicts with any of the provisions of this Agreement.

B. Labor-Management Meeting

The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance which is in the interest of both the Nurses and the Employer. To this end, it is recognized that matters other than
formal grievances may arise which may be appropriate to discuss in a labor-management meeting.

C. Health Program

A physical examination that may include a chest X-ray and/or Mantoux test shall be given a Nurse within one (1) week of his/her employment and repeated without cost to the Nurse. The Nurse shall be given a report of the examination, and a confidential record shall be kept.

D. Maintenance of Benefits

Where wages, shift differentials, holidays and similar economic benefits specifically provided for by this Agreement are lower than those now received by an individual Nurse, the Nurse shall not have such benefits reduced by the execution of this Agreement.

E. Negotiating Time Credit

Nurses serving on the Union negotiating committee will do so without loss of any benefits provided by this Agreement for time so spent.

F. Winter Storm Day

An employee who is unable to come to work due to weather conditions shall have the option to take a vacation day, personal leave day (if eligible), comp time, or loss of pay.

ARTICLE XVIII - SALARY SCHEDULE

The Employer will provide a 4% Wage Increase to the scales in the year 2018

<table>
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<th>Start</th>
<th>1 year</th>
<th>2 years</th>
<th>3 years</th>
<th>4 years</th>
<th>5 years</th>
<th>6 years</th>
<th>7 years</th>
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<td>20.45</td>
<td>21.06</td>
<td>21.98</td>
<td>22.36</td>
</tr>
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</table>

B. Full-time and part-time Nurses shall progress on the scale on the basis of 2080 hours equaling one year of service.

C. Longevity Provisions

1% after 10 years of service
2% after 15 years of service
3% after 20 years of service
4% after 25 years of service
5% after 30 years of service
6% after 35 years of service
Longevity increases will be paid on Nurses' actual wage rates.

D. Nurses who are required to attend in-service meetings shall receive their regular rate of pay if the in-service is not held during their work shift.

E. A shift differential in the amount of thirty cents ($.30) per hour shall be paid for Nurses working the evening shift and one dollar and thirty five (1.35) per hour shall be paid for Nurses working the night shifts.

Shift differential shall be paid for vacation, sick, bereavement, and jury duty for the hours the Nurse would have worked on the p.m. or night shift.

Christmas Eve Night: Any full or part-time employee who works on Christmas Eve evening shift will be paid at a rate of time and one-half for all hours worked between 2:00 p.m. and 10:30 p.m.

F. Nurses required to report for work will be guaranteed at least two (2) hours' pay.

G. Preceptor/Orientation

Nurses who orientate new employees shall be paid one dollar ($1.00) per hour above their regular rate of pay.

Training/overseeing of new Student Nurses during clinical shall be done on a volunteer basis. Nurses who volunteer to train shall be paid one dollar ($1.00) per hour above their regular rate of pay.

H. Experience Credit

The parties acknowledge that there may be circumstances where the Employer needs to hire Nurses above the start rate on the salary range. The Employer will meet with the Union’s Negotiating Committee to determine the appropriate step on the wage scale for the new hire.

I. LPN working with a TMA

LPN's who work with a TMA on their shift will receive an additional .25 per hour for all hours scheduled with a TMA.
ARTICLE XIX - PAYCHECKS

Definite pay days will be determined on a bi-weekly pay period establishment. All Nurses are required to sign off pay sheets which indicate all information. Paychecks show the breakout of pay data.

ARTICLE XX CONTINUING EDUCATION

A. The Employer shall continue to offer in-house classes, which meet mandatory training requirements, allowing flexibility to Nurses working all shifts.

B. Nurses shall be allowed time-off to attend outside courses, when practicable, that are not offered internally or because of scheduling conflicts. Nurses that take time off for educational purposes shall receive no wages for those hours but will receive credit towards benefits.

ARTICLE XXI - NEW EMPLOYEE ORIENTATION

A Union Steward will be allowed up to thirty (30) minutes to discuss Union membership during new employee orientation for employees covered by this Contract.

ARTICLE XXII - MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Management of the Nursing Home, including but not limited to: may set and amend budgets; determine the utilization of technology; establish and modify the organizational structure; has the right to hire, lay-off, promote, demote, transfer, discharge or discipline for just cause; require observance of reasonable nursing home rules and regulations; direct the working forces and determine the materials, means and type of services provided; contract with vendors or others for goods and/or services as long as the acts do not subvert the Agreement between the parties, shall be deemed the sole and exclusive functions of Management.

ARTICLE XXIII - LOBBY DAY

The Employer will pay for eight (8) hours of lost time for two (2) SEIU Healthcare MN members to participate in a sponsored Lobby Day to promote funding for nursing homes. The Business Representative assigned to the facility will select the members.
ARTICLE XXIV - DURATION AND RENEWAL

Except, as otherwise provided herein this Agreement shall be in full force and effect from October 1, 2017 through and including December 31, 2020. The Agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other party, in writing, at least ninety (90) days prior to January 1, 2021 or any January 1 of any year thereafter of its intention to change, modify or terminate this Agreement.

The Contract shall be reopened effective December 31, 2018, and December 31, 2019 for negotiating wages.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their authorized representatives.

THE COUNTY OF HUBBARD

By ____________________________

Date 9/26/17

SEIU Healthcare Minnesota

By ____________________________

Date 9-26-17

cs
Opeiu#12
ADDENDUM

Definition: A casual/on-call employee is not regularly scheduled or guaranteed hours, but works on an intermittent basis.

A. Casual/on-call employees are expected to comply with all policies and procedures and meet the same job performance expectations as regularly scheduled employees.

Employer will notify by mail new policies and procedures, and in-service schedule, on a monthly basis.

B. Casual/on-call employees are responsible for contacting the scheduler between the 7th – 14th of the month to inform staffing of availability and/or to obtain hours.

C. Casual/on-call employees are required to work two weekend shifts per month (Friday evening through Sunday night) and two holiday shifts per year, as available.

D. Casual/on-call employees who are unavailable for a 3-month period or more, voluntarily terminate their employment. When they are available to work again, they may apply and be re-hired, at the discretion of the employer.

The County of Hubbard

SEIU Healthcare Minnesota

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Opelus#12