Collective Bargaining Agreement

Between

Integrated Home Care

And

SEIU Healthcare Minnesota

(LPNs)

Effective
February 1, 2017
Through
January 31, 2020
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AGREEMENT

Agreement by and between Ramsey Integrated Health Services, Inc., d/b/a Integrated Home Care, Inc. (hereinafter referred to as the "Employer"), and Minnesota's Health Care Union, SEIU Healthcare Minnesota, (hereinafter referred to as the "Union").

Article 1 - Recognition

Section 1.1 - Definition. The Employer recognizes the Union as the sole and exclusive bargaining representatives for all full-time and regularly scheduled part-time Licensed Practical Nurses (LPNs) employed by the employer at or out of its facility located at 475 Etna Street, St. Paul, Minnesota; excluding Registered Nurses, all other professional employees, business office clerical employees, all other non-professional employees, managerial employees, and guards and supervisors as defined in the Act, and all other employees, pursuant to NLRB Certification in Case No. 18-RC-113732.

Section 1.2 - New Classifications. This agreement shall apply to other Licensed Practical Nurse classifications which may be established within the scope of the bargaining unit described in Section 1.1 above.

Section 1.3 - Union Exclusivity. The Employer agrees not to enter into any agreement or contract with its employees in the classifications noted herein, either individually or collectively, which conflicts with any of the provisions of this Agreement.

Section 1.4 - Non-Discrimination. No employee covered by this agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

Article 2 - Union Representation

Section 2.1 - Stewards. The Employer recognizes the right of the Union and its Business Representative to designate a Union Steward and an alternate who shall be recognized as representatives of the Union for all matters arising under this agreement to the extent permitted herein. The Union will advise the Employer as to the identity of the Union Stewards, in writing. In no instance will a Union Steward be discriminated against for discharging his/her duties, providing such duties do not interfere with the regular performance of his/her work for the Employer. Union Stewards shall be required to handle most Union business outside of working hours.

Section 2.2 - Business Representative. The Business Representative of the Union shall be allowed to visit the premises of the Employer, provided that the Business Representative notifies the Employer’s Home Care Manager or her/his designee in advance. Nothing in this Section entitles the Business Representative to visit the home of any of the Employer’s patients. Non-patient service areas and/or non-occupied patient service areas are to be used for any such Business Representative activity.

Section 2.3 - Bulletin Boards. The Employer shall furnish the Union with adequate designated bulletin board space at its office site for the purpose of posting official Union notices.
Article 3 - Union Security

Section 3.1 - There is a Collective Bargaining Agreement between Integrated Home Care Inc., and SEIU Healthcare Minnesota covering wages, hours, 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 Employees are hired. After completion of sixty (60) calendar days of employment, the Collective Bargaining Agreement provides the Employee with the following two (2) choices:

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

2. Employees may choose not to become a Union member and pay a service fee and monthly fees. Employees shall not be able to attend membership meetings or participate in contract negotiations.

It is the Employee's responsibility and a condition of employment to ensure that payments to the Union are made on a timely basis. The Collective Bargaining Agreement provides that Employees may voluntarily elect to have Union dues and fees deducted from the Employee's check and sent to the Union.

Section 3.2 - All Employees covered by this Agreement, including temporary Employees, who are now or may hereafter become members of the Union, shall during the life of this Agreement, or any renewal thereof, remain members of the Union in good standing as a condition of employment, except as provided in Section 3.1. All new Employees who are not members of the Union shall, not later than the sixty-first (61st) calendar day following the commencement of this Agreement, or not later than the sixty-first (61st) calendar day following the commencement of employment, whichever is later, become and remain members of the Union in good standing during the life of this Agreement or any renewal thereof. "In good standing" for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee and standard regular monthly dues.

Section 3.3 - Any Employee covered by this Agreement who elects not to become a Union member shall pay to the Union as a condition of continued employment, a service fee and monthly fee. Such payments and obligations shall be under the same conditions as applied to Employees that join the Union.

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 occurs sooner. The Employer will honor Employee check off authorizations unless they are revoked in writing during the window period, irrespective of the Employee’s membership in the Union.

Section 3.4 - Any Union member or Employee electing to pay the service fee and dues who is delinquent in making the payments required herein for more than ten (10) calendar days shall be
terminated by the Employer within three (3) calendar days of the Employer's receipt of the written notice.

Section 3.5 - The Employer agrees to deduct Union dues and initiation fees or service fees and dues from the wages of Employees in the bargaining unit who voluntarily provide the Employer with a written authorization which is irrevocable for a period of not less than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions shall be made by the Employer from the wages of the Employees during each calendar month and shall be transmitted to the Union by the tenth (10th) of each month. The Union shall submit a list of Employees from whose pay dues deductions shall be made, not later than one (1) week prior to the first (1st) of each month. The Union shall hold the Employer harmless from any dispute with an Employee concerning the deduction made.

Section 3.6 - At the time of employment, a new Employee who shall be subject to this Agreement shall be informed of this by the Employer and the Union.

Section 3.7 - The Employer shall send the Union a monthly list of all new Employees, together with their address, classification, social security number, number of hours worked per pay period, hourly rate of pay, and date of hire; a monthly list of Employees who permanently changed their FTE or changed their classification and applicable date; and a list of Employees who have begun or ended a leave of absence or terminated their employment with Integrated Home Care, Inc., and the applicable date.

Section 3.8 - The Union shall hold the Employer harmless from any claims asserted against it regarding the application of this Article 3.

Article 4 - Management Rights

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

Article 5 - Labor Management Cooperation

Section 5.1 - Purpose. The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance that is in the interest of both the employees and the Employer. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a labor management meeting.
Article 6 - Schedules and Hours of Work

Section 6.1 - Definition. Full-time employees are defined as employees who are regularly scheduled to work eighty (80) hours during a two-week pay period. Part-time employees are those employees who are regularly scheduled to work less than eighty (80) hours during a two (2) week pay period.

Section 6.2 - General Pattern of Scheduling. The scheduled work week need not correspond to the calendar week and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in any one week. Employees’ schedules will be consistent with the individual Employee’s job description and the Care Team model expectations applicable for the position.

The Union and the employees recognize the obligation of the employees to keep the Employer apprised of their schedules and to be available to be contacted and to perform visits between the hours of 8:00 am and 4:30 pm, unless otherwise agreed by the supervisor.

Nothing in this Agreement limits the Employer’s right to establish work schedules for a work pattern other than 8:00 a.m. to 4:30 p.m. Provided, however, that an existing employee’s schedule will not be changed without the employee’s consent.

Section 6.3 - Schedule Posting. Work schedules will normally be posted fourteen (14) days preceding the beginning of the basic work period.

Section 6.4 - Rest Period. Employees are entitled to a rest period of fifteen (15) minutes during each four (4) hour period of work, or major portion thereof. Such rest period shall be taken by employees in a manner which maintains flexibility in patient/client care and appointment scheduling.

Section 6.5 - Meal Periods. Each employee scheduled to work eight (8) or more continuous hours shall receive an unpaid meal period. Meal periods shall be taken by employees in a manner which maintains flexibility in patient/client care and appointment scheduling.

Section 6.6 - Weekend Rotation. Nurses will rotate every fourth weekend unless mutually agreed upon between the nurse and the Employer. Nurses working in the field will have one weekday off before the Saturday worked and one weekday off after the Sunday worked.

Section 6.7 - Scheduled Evening Visits. Scheduled evening visit assignments will be distributed equally among all Nurses on a rotating basis to include weekends and holidays. Uncovered visits of up to two (2) maintenance visits will be seen by the scheduled evening Nurse. The Employer will promptly notify the scheduled evening visit Nurse of known evening visits. If there are no visits as of 4:30 pm, the evening visit Nurse will be considered off duty.

Section 6.8 - SEV Payment. The parties agree that during the terms of this Agreement the Employer will continue to follow the existing practice/payment structure regarding Scheduled Evening Visits, as detailed in Letter of Understanding #2, appended hereto.
Section 6.9 - Productivity Payment. The parties agree that during the terms of this Agreement the Employer will continue to follow the existing practice/payment structure regarding Productivity Payment, as detailed in Letter of Understanding #2, appended hereto.

Article 7 - Seniority And Layoff; Staff Reductions; Vacancies

Section 7.1 - Definition. Seniority shall be based on the length of total continuous service with the Employer, from the most recent date of hire in the bargaining unit. Initially, seniority will be based on most recent hire date with the employer. The Employer shall prepare and post a seniority list every six (6) months, beginning the first of the month following ratification of this agreement. The Employer also agrees to prepare an updated seniority list at the time it implements any layoff. An employee shall lose seniority for any of the following reasons:

1. Voluntary quit or discharge for cause;
2. Layoff for more than twelve (12) months;
3. Failure to report for work within ten (10) days after having been recalled from layoff;
4. Failure to return to work after expiration of an approved leave of absence; and
5. Retirement.

Section 7.2 - Layoff and Recall. In reducing the number of employees due to a necessary layoff or permanent reduction of hours, the Employer shall determine the number of positions and hours to be reduced. Reductions shall be made based on the needs of the organization and its patients/clients. Employees affected by any layoff or permanent reduction of hours shall be provided with a minimum of fourteen (14) calendar days' notice or pay in lieu of notice based on the employee's regular FTE. In the event of a layoff or permanent reduction of hours, the Employer will first ask for volunteers. If the number of volunteers is not sufficient, the layoff or permanent reduction shall be made in the reverse order of seniority provided, however, that an employee may be retained out of this sequence in circumstances where special capabilities may be considered for positions requiring special skills. Employees shall be recalled in reverse order of layoff, provided that an employee may be recalled out of sequence where special capabilities may be considered for positions requiring special skills.

Section 7.3 - Vacancies. A vacancy is defined as a non-temporary (i.e., more than six months) opening in the bargaining unit which the Employer intends to fill. Notice of all vacancies within the bargaining unit will be posted (which may be electronically) for a period of not less than five (5) consecutive workdays, excluding Saturdays, Sundays and the holidays recognized by this Agreement. Any employee desiring to bid on a posted vacancy shall apply to the posting within the time stated above.

Section 7.4 - Awarding. An employee who timely applies to a posting (including submitting electronically) for a vacant position will be awarded the position provided the employee is qualified and has the necessary skills and training to successfully perform the duties of the
position. In the event that two (2) or more employees timely apply for the same vacancy and are deemed equally qualified, the position shall be awarded to the most senior employee. The Employer shall be the judge of the qualifications and competence of its employees, except that the Union may challenge through the grievance and arbitration process any decision reached by the Employer.

The Employer agrees that it will not post extra hours while employees who meet the qualifications for those hours are on layoff.

Section 7.5 - Reasonable Accommodation. The Employer may reassign an employee temporarily (for a period not to exceed six months) to a vacant position outside of the posting and bidding procedures contained in Sections 7.3 and 7.4 to accommodate the employee's medical restrictions. Such restrictions must be as determined by an appropriate physician and submitted in writing to the Employer. The Employer may require a second medical opinion with a physician of the Employer's choosing. The cost of any such second opinion shall be borne by the Employer.

Section 7.6 - Hiring Into a Permanent Position. Temporary employees who are hired by the Employer with no break in service shall have service credit for seniority, personal holiday, or PTO retroactive to the original (temporary) date of hire.

Section 7.7 - Low Need Shift – Involuntary Time Off. Low need days are defined as those days when scheduled shifts need to be cancelled temporarily to reduce hours due to a decrease in-patient care needs. Benefits eligibility (e.g., health, dental, life insurance) and pay increases will not be affected when a low need shift occurs. (If a nurse takes or is assigned a low need day without pay, PTO does not accrue.) When patient activity levels reduce the care requirements below the scheduled staffing levels, the number of staff scheduled will be reduced temporarily. All efforts to assign or offer time off will be used as follows:

A. Cancellation of per visit staff.

B. Cancellation of any nurse whose scheduled hours in the pay period exceed the nurse’s authorized FTE.

C. Employees may voluntarily agree to assist other programs where shifts are available (i.e., aide visits, etc.).

D. Employee volunteers to go/stay home and take a PTO day or a day off without pay.

E. Employee may be assigned other non-patient care work consistent with the employee’s education and experience and consistent with the needs of the organization (e.g., chart audits, clinical follow-up, etc.).

F. In the event that (A) through (E) above are no longer options, then the Employer may assign low-need days by seniority.
In applying the provisions of (A) through (E) above, cancellations, assignments and the opportunity to volunteer to work or not work will be based on seniority.

**Article 8 - Probationary Period**

The first six (6) months of employment within the bargaining unit shall be a probationary period during which time and employee may be dismissed with or without cause and without recourse.

**Article 9 - Health and Welfare**

**Section 9.1 - Health Insurance.** The Employer shall continue to make HealthPartners Choice health insurance coverage available to nurses and shall pay eighty-eight percent (88%) of the single health premium for eligible nurses and eighty percent (80%) of the family health insurance premium for eligible nurses. Each nurse shall pay twelve percent (12%) of the single health insurance premium and twenty percent (20%) of the family health insurance program.

Effective May 2017, the Employer shall pay eighty-nine percent (89%) of the single premium and eighty-one percent (81%) of the family premium. Nurses shall pay eleven percent (11%) of single and nineteen percent (19%) of family.

Effective January 1, 2018, the contribution rates will be:

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<tr>
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<th>Employer</th>
<th>Employee</th>
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<tr>
<td>Single</td>
<td>90%</td>
<td>10%</td>
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<tr>
<td>Family</td>
<td>82%</td>
<td>18%</td>
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Effective January 1, 2019, the contribution rates will be:

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<th>Employer</th>
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</thead>
<tbody>
<tr>
<td>Single</td>
<td>91%</td>
<td>9%</td>
</tr>
<tr>
<td>Family</td>
<td>83%</td>
<td>17%</td>
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In addition, the Employer agrees to continue its present health insurance waiver option of twenty-five dollars ($25.00) semi-monthly additional income for employees opting not to accept health insurance.

**Section 9.2 - Dental Insurance.** The Employer agrees to continue providing dental insurance to eligible nurses and will pay sixty percent (60%) of the premium for single coverage and forty percent (40%) of the premium for family coverage with the eligible nurse paying forty percent (40%) for single coverage and sixty percent (60%) of the premium for family coverage.

**Section 9.3 - Long-Term Disability Insurance.** The Employer agrees to continue its present long-term disability insurance coverage either through its existing provider or through such other provider as the Employer deems appropriate, provided that the level of long-term disability insurance shall not decrease.
Section 9.4 - Short-Term Disability Insurance. The Employer agrees to make available to employees, at employee expense, a group short-term disability insurance program at the same level and cost as it does for all employees.

Section 9.5 - Life Insurance. The Employer agrees to continue its existing life insurance program through the existing provider or such other provider as it may select providing that the coverage of one time salary shall not decrease. Eligibility factors shall remain as presently in place. The Employer agrees to provide and pay for Accidental Death and Dismemberment Insurance for Nurses, at the same level as it does for all employees.

Section 9.6 - Eligibility. The benefits described in this article are available for employees working sixty-four (64) or more hours (or are designated .8 FTE or greater) per pay period.

Section 9.7 - Flex Spending Account. The Employer shall continue to offer Flex Spending Accounts to all employees to the extent permitted by law.

Article 10 - Leaves of Absence

Section 10.1 - Personal. A personal leave of absence without pay may be granted at the discretion of the Employer. Any request for such personal leave must be made in writing and may be granted or not based on the Employer's judgment, with due consideration to the needs of the workplace and on a non-discriminatory basis. Such leave of absence, if granted, shall be for a maximum period of six (6) months. Employees on a personal leave of absence are entitled to return to their former position providing they return to work immediately upon completion of the leave. For the first sixty (60) days of a personal leave of absence, the Employer will continue to pay the Employer contributions toward medical and dental coverage, life insurance and long-term disability insurance (where applicable). Thereafter the employee shall be responsible for paying the full cost of such coverage.

Section 10.2 - Medical Leave. In the case of a serious health condition (as defined by the FMLA and as verified in writing by employee's medical practitioner), a medical leave of absence, without pay, shall be granted for up to six (6) months to employees who have completed their probationary period. FMLA leave, where available, shall run concurrently with any such medical leave. Prior to granting a medical leave, the Employer may require the employee to be evaluated by a medical practitioner of the Employer's choosing, at the Employer's expense. An employee who returns to work within six (6) months of the commencement of the medical leave shall return to his/her former position. During a medical leave of six (6) months or shorter, the Employer shall continue to pay the Employer contributions toward medical and dental coverage, life insurance and long-term disability insurance (where applicable).

Upon written verification of medical necessity from a medical practitioner, additional medical leave of up to another six (6) months shall be granted, during which time, however, the employee's position can be filled permanently and during which time the employee shall be responsible for paying the full cost in order to continue medical and dental coverage, life insurance and long term disability insurance (where applicable). An employee who returns after six (6) months and where no position is available, will be placed on lay-off status for the next available opening.
Section 10.3 - Parental Leave. Employees will be granted unpaid leave relating to the birth or adoption of a child, in accordance with applicable state or federal law.

Section 10.4 - Funeral Leave. An employee shall be granted a leave of absence without loss of pay for up to three (3) consecutive scheduled workdays (unless other arrangements are made between the employee and the Employer) at the employee's request in the case of death of a member of the employee's immediate family (spouse, spousal equivalent, parent, spouse's parent, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandchild or grandparent). Such leave includes the day of the funeral and/or the day before and/or the day after the funeral unless other arrangements are agreed upon between the employee and the employee's supervisor. At the request of the employee, a leave of absence without pay for additional funeral leave time may be granted upon approval of the Manager. If additional funeral leave time is approved, the employee may elect to use available PTO rather than take the time as unpaid.

Section 10.5 - Jury Duty Leave. An employee who responds to a call for jury duty shall be excused from work for those hours in which he/she is required to be absent in the performance of such jury duty. Employees called to jury duty shall notify their supervisor within twenty-four (24) hours of receipt of such notice or the next business day, whichever is later. The Employer shall pay the employee the difference between the jury pay received by the employee and the employee's regular pay for days of work missed due to jury duty. If the daily tour of jury duty should end at a reasonable time prior to the end of the employee's regular workday, the employee is expected to report back for the remaining hours of his/her workday.

Section 10.6 - Union Business Leave. The Employer agrees to grant, on a non-discriminatory basis, two days off per year per Union Steward, to conduct Union business. Such time off shall be without pay and shall require four (4) weeks' notice.

Section 10.7 - Recurrent Leave. If an Employee returns to work from a medical leave for less than one (1) month before returning to a medical leave status, there shall be no break in the medical leave and the length of the medical leave shall be counted from the first day the Employee was first placed on a medical leave status.

Article 11 - Paid Time Off

Section 11.1 - PTO Benefit. Regular employees scheduled for at least forty-eight (48) hours each two-week pay period are eligible for a Paid Time Off (PTO) benefit.

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<th>Years of Service</th>
<th>PTO Days Annually</th>
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<tr>
<td>Starting to the End of the 3rd Year</td>
<td>24 Days (192 hours)</td>
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<tr>
<td>Beginning of the 4th to the End of the 5th Year</td>
<td>29 Days (232 hours)</td>
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<tr>
<td>In the 5th Year</td>
<td>One additional day of PTO</td>
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</tr>
<tr>
<td>Beginning of the 6th Year</td>
<td>34 Days (272 hours)</td>
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<tr>
<td>Beginning the 10th Year</td>
<td>35 Days (280 hours)</td>
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Part-time employees regularly scheduled for forty-eight (48) hours or more per pay period will accrue PTO directly proportionate to the number of hours paid each pay period. (For example: a part-time employee who works forty-eight (48) hours in a pay period will earn 48/80ths of the full-time accrual amount. A part-time employee who works sixty (60) hours will earn 60/80ths of the amount earned by a full-time employee.)

PTO hours are available to use as they are earned. However, all use of PTO hours must be in accordance with department rules and policies regarding scheduling time off.

Total PTO hours available and used year-to-date will be printed on each paycheck stub. Each time employees use sick leave, takes off on a holiday or goes on vacation in accordance with department policies, they may use PTO hours to be paid for the time taken off. Employees must designate usage of PTO appropriately on their timecards.

Upon termination of employment at Integrated Home Care, employees will receive pay for PTO days accrued (up to their maximum) provided proper two (2) weeks written notice is given. The PTO balance will be forfeited if proper notice is not given.

Employees shall not be limited to the amount of time taken off for scheduled PTO except as described in Section 12.4 subd. 2.

PTO hours not used during the year may be carried over into the next year.

An employee hired by Integrated Health Services from within the HealthPartners Family of Organizations will be entitled to retain her/his years of service credit in calculating PTO accrual rates.

**Section 11.2 - Granting Scheduled PTO.** PTO requests shall be submitted not more than six (6) months in advance and not later than two (2) weeks prior to the time requested, and not later than one (1) week prior to the posting of the schedule. Scheduled PTO shall be on a first-come basis unless two (2) or more requests come in on the same day, then seniority shall be recognized.

**Section 11.3 - PTO Donation.** An employee may voluntarily donate a portion of his/her accrued PTO to financially assist an eligible employee (either within or outside the bargaining unit) who has exhausted his/her available PTO benefits due to his/her extended disability or the extended disability of his/her family member, consistent with applicable IRS Rules and Regulations.
Article 12 - Holidays

Section 12.1 - Recognized Holidays. The following days are declared to be holidays:

- New Year’s Day: January 1
- Memorial Day: Last Monday in May
- Independence Day: July 4
- Labor Day: First Monday in September
- Thanksgiving Day: Fourth Thursday in November
- Christmas Day: December 25

Section 12.2 - Religious Holidays. Employees may observe a religious holiday not provided in the policy on days which fall on an employee’s scheduled workday, but which do not fall on a Sunday or legal holiday. Time to observe religious holidays shall be taken with the accumulated PTO hours or without pay. The employee must submit an advance written notification to observe a religious holiday. If more than one employee requests the same religious holiday, department guidelines shall prevail. No employee shall be permitted to use more than two (2) religious holidays per calendar year, consisting of no more than one (1) shift per holiday. The Employer has the right to cancel approved religious holidays in an emergency or in the event of a staffing shortage.

Section 12.3 - Holiday Pay. A nurse who works one of the named holidays in Section 12.1 shall receive time and one-half (1-1/2) her regular hourly base rate of pay.

Section 12.4 - Holiday Scheduling of Clinical Staff. As the agency provides service seven (7) days per week, clinical staff are required to work on holidays per department specific staffing needs. Each department will have and will follow procedures for holiday scheduling rotation determination. The following requirements will be consistently applied across all clinical departments.

1. No clinical employee will be required to work the same holiday for two (2) consecutive years.

2. Employees may request a maximum of seven (7) consecutive days off, including the holiday and regularly scheduled days off between the week preceding Christmas through the week of New Year’s.

3. Clinical employees may trade posted holiday hours with an employee of the same job class per department supervisor approval.

Section 12.5 - Holiday Coverage Expectations. The parties have agreed that nurses working a holiday shall have responsibilities and staff support consistent with the grid contained in Letter of Understanding #3, attached.
Article 13 - Discipline and Discharge

Section 13.1 - Just Cause. The right to discharge or discipline an employee is at the sole discretion of the Employer, except that no discharge or discipline shall be made without just cause. An employee shall be given written notice of all disciplinary action and copies of such notices shall be mailed to the Union.

Section 13.2 - Grievability. Employees may not file a grievance in response to an oral or written reprimand. However, an employee may file a written rebuttal relating to the specifics of the oral or written reprimand within twenty (20) calendar days of the receipt of the oral or written reprimand and such rebuttal shall be placed in the employee's Human Resources Personnel File. In addition, the employee has the option to meet with his/her supervisor and the Union representative to discuss the oral or written reprimand.

Section 13.3 - Job Abandonment. An employee who is absent for three (3) consecutive working days without notifying his/her supervisor shall be considered to have voluntarily quit (unless the notice was not provided due to emergency circumstances).

Section 13.4 - Investigatory Suspension. The Employer may place an Employee who is the subject of an investigation on an investigatory suspension with pay.

Section 13.5 - Investigations. The Employer shall make a reasonable effort to complete investigations in a timely manner.

Article 14 - Grievance and Arbitration

Section 14.1 - Procedure. Any dispute relating to the interpretation of, application of, or adherence to the express written terms and provisions of this Agreement shall be handled as follows:

Step 1 An employee having a grievance shall first take the matter up with the immediate Supervisor. The Employee or Steward should inform the Supervisor that he/she is using the grievance procedure. The Employee may choose to have a Union Steward present at this meeting. The Supervisor shall attempt to resolve the grievance and shall respond to the Employee in writing within five (5) working days of the meeting.

Step 2 If a grievance is not satisfactorily resolved at the first step meeting, the grievance shall be reduced to writing citing the specific contract provision(s) alleged to have been violated, a description of the nature of the violation, and the remedy requested and shall be presented to the Human Resources Representative. Grievances shall be considered timely if received no later than twenty (20) calendar days following the occurrence giving rise to the grievance.

Within twenty-eight (28) calendar days of the Employer’s receipt of the written grievance, the parties shall meet in an attempt to resolve the grievance.
The Employer will respond to the grievance no later than ten (10) calendar days following this Step 2 meeting.

The Union shall have the right to take up a suspension or discharge as a grievance at the second step of the grievance procedure.

Upon written consent of the Employee, the Union shall be given reasonable access to the Employee’s file in furtherance of the Union’s representational function.

**Step 3** If the grievance is not resolved in Step 2, the matter may be referred to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer within twenty-eight (28) calendar days following the Employer’s Step 2 response. The arbitrator shall be selected from a metro list of nine (9) 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 nine (9) names until one-name remains who shall be the neutral arbitrator. The determination of which party strikes first shall be by coin toss. An employee may choose to file a written response to be placed in his/her personnel file in lieu of arbitration. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

Section 14.2 - Time Limitations. The foregoing time limitations relating to the time for filing a grievance as well as the demand for arbitration are mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred waived and forfeited. The time limitations provided herein may be extended by mutual written agreement of the parties.

Section 14.3 - Authority of Arbitrator. The neutral arbitrator shall not have the authority to render an award which shall add to, subtract from or in any other way change the provisions of this Agreement, nor render a decision contrary to or inconsistent with the application of laws, rules, or regulations that have the force and effect of law. 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 issues. The award shall be final and binding on the Employer, the Union and the affected employee.

**Article 15 - Wages**

Section 15.1 - Nurses who are on the Employer’s payroll as of February 1, 2017 will receive a market adjustment of fifty cents ($0.50) per hour plus an additional 2% increase to the nurse’s base hourly rate.

The base hourly rate of each nurse will increase 1.5% effective February 1, 2018.

The base hourly rate of each nurse will increase 1.5% effective February 1, 2019.

Section 15.2 - Newly hired nurses will start at a base rate no lower than $19.00 per hour. Upon request of the Union, the Employer will provide an explanation to the Union of the reason any
employee has been hired at a rate above the minimum. The Employer will not hire a new LPN at an hourly rate that exceeds the highest hourly rate of any then-current bargaining unit LPN without the consent of the Union.

**Section 15.3 - Longevity.** Effective February 1, 2019, the Employer will pay a longevity bonus based on completed calendar years of service with IHC, as noted below, to be paid on the nurse’s anniversary date immediately following the completion of the longevity bonus eligibility year. A nurse who is on a Performance Improvement Plan as of the end of an eligibility year will not receive a longevity bonus for that year.

- 5 to 9 completed calendar years with IHC: $400
- 10 to 14 completed calendar years with IHC: $600
- 15+ completed calendar years with IHC: $850

**Section 15.4 - Weekends/Holidays.** Nurses assigned to perform Clinical Support Duties on weekends will be paid eight (8) hours at the nurse’s regular rate of pay. Nurses assigned to perform Clinical Support Duties on weekends will not be scheduled for more than four (4) visits but will still be subject to mandated visits above that number if needed for patient care. Visits on weekends over four (4) per day would result in “extra visit” productivity pay.

Nurses assigned to perform Clinical Support Duties on a Holiday will be paid eight (8) hours at time and one-half (1-1/2) the nurse’s regular rate of pay.

**Article 16 - Payroll Administration**

**Section 16.1 - Paycheck Information.** Employees shall be paid on a bi-weekly basis. The Employer agrees to continue providing paycheck information that reflects earnings, benefit accruals, and applicable deductions for each pay period.

**Section 16.2 - Paycheck Errors.** The Employer agrees to correct paycheck errors within two (2) business days or, with the employee’s agreement, on the next scheduled paycheck.

**Section 16.3 - Wage Error.** In the event that an employee is paid based upon an incorrect wage rate, it will be handled in the following manner:

A. If an underpayment of wages has occurred as a result of the error, the Employer shall correct the rate and the employee shall be compensated for the underpayment of wages during the next pay period, retroactive to the date the error occurred.

B. If an overpayment of wages has occurred, the Employer shall correct the rate and the employee shall reimburse the Employer for the overpayment of wages retroactive to the date the error occurred. Employees shall reimburse the Employer for the overpayment on a mutually agreed upon payment schedule.

**Section 16.4 - Benefit Accrual Error.** In the event that an employee has received an incorrect benefit accrual rate, it should be handled in the following manner:
A. If an employee has accrued benefits in an amount lower than appropriate, the Employer shall correct the rate of accrual and the employee shall receive the adjustment and benefits retroactive to the date the error occurred.

B. If an employee has accrued benefits in an amount higher than appropriate, the Employer shall correct the rate of accrual and the employee shall reimburse the Employer the adjustment and benefits retroactive to the date that the error occurred. The employee shall return the additional accrual to the Employer over the same time period that the over-accrual occurred, unless the supervisor and the employee agree otherwise.

Section 16.5 - Paycheck Computation. An employee shall be provided sufficient information to determine the basis upon which his/her pay was calculated. Employees are to review paycheck computations for accuracy and call to the Employer’s attention, any errors or inaccuracies.

Article 17 - Education

Section 17.1 - Tuition Reimbursement – Nurses shall be eligible for the Employer’s Tuition Reimbursement Policy. The tuition reimbursement amount will be $5,000.

Section 17.2 - Education/Professional Program. Nurses shall be entitled to up to one hundred dollars ($100) per calendar year towards the cost of approved training programs or courses which carry continuing education credits applicable to their licensure. A Nurse attending such a continuing education course shall also be eligible to receive one (1) eight-hour day off with pay per calendar year to attend such a program. The Nurse agrees to present to the other staff, upon request, on the subject of the continuing education program.

Article 18 - No Strike or Lockout

The parties recognize that it is essential to provide for the continuity of care of patients during the term of this Agreement. Accordingly, the Union and the Employees it represents agree that there shall be no strike, sympathy strike, picketing, slowdown, or concerted refusal to work during the term of this Agreement. The Employer agrees that there shall be no lockout during the term of this Agreement. These prohibitions are absolute and shall apply regardless of whether the dispute is subject to the grievance and arbitration provisions of this Agreement.

Article 19 - General Provisions

Section 19.1 - Parking. The Employer shall continue to reimburse Nurses for parking expenses.

Section 19.2 - Malpractice. The Employer shall continue to provide Professional Malpractice Insurance at its expense for Nurses provided that coverage shall apply only to services performed or rendered on behalf of the Employer.

Section 19.3 - Severability Clause. In the event that any part or provision of this Agreement should be found to be unlawful, such part or provision shall be null and void and the other parts and provisions shall remain in full force and effect.
Section 19.4 - 403b Plan. The Employer shall maintain its existing 403b Plan and eligibility criteria and shall provide for a one hundred percent (100%) dollar for dollar match up to five percent (5%) of employees' salary in accordance with the documents. An employee hired by Integrated Health Services from within the HealthPartners family of Organizations will be entitled to retain her/his years of service credit for 403B eligibility and vesting.

Section 19.5 - Cell Phones. The employer shall provide Nurses with cell phones if such are required to be used by a Nurse in the performance of her/his duties at the Employer's expense.

Section 19.6 - Mileage Reimbursement. The employer shall reimburse Nurses at the current IRS rate per mile for authorized use of the Nurse's personal automobile for Employer Business.

Article 20 - Subcontracting

There shall be no subcontracting which will result in the layoff of any bargaining unit Employee.

Article 21 - Performance Management

Section 21.1 - Policy. It shall be the policy of the Employer that the Employees receive feedback on an on-going basis.

Section 21.2 - Performance Evaluations. There shall be a collaborative process with the Employee and Supervisor as to the pool of Employees to be used in the peer review. Individuals who know the Employee's work shall provide information used in performance evaluations. Input from peers may be used in the evaluation of Employees if voluntary on the part of the peer.

Section 21.3 - Input Into Other Employee's Performance Evaluations. If an Employee is asked and agrees to provide input into a performance review, the Employee's confidentiality shall be maintained.

Section 21.4 - Non-Disciplinary Meeting. The Employer shall not conduct an investigatory interview or administer discipline while conducting a performance evaluation.

Article 22 - Equal Employment Opportunity

Neither the Employer nor the Union will discriminate against any employee on the basis of race, creed, color, sex, age, disability, sexual orientation, religion, or any other classification protected under federal or state law.

Article 23 - Term of Agreement

This Agreement shall be effective from February 1, 2017 and shall remain in full force and effect through January 31, 2020 and shall be renewed from year to year thereafter subject to reopening by either party upon ninety (90) calendar days written notice to the other party prior to January 31, 2020 or any January 31 anniversary date thereafter.
Dated this 22nd day of August, 2017.

Integrated Health Services, Inc.
By
Date 7-1-17

SEIU Healthcare Minnesota
By
Date 8-22-17
Letter of Understanding

#1
(Scheduled Evening Visits)

Between

Integrated Home Care, Inc.

and

SEIU Healthcare MN

During negotiations, the parties agreed to maintain the current practice/payment structure regarding scheduled evening visits during the term of this agreement.

The current practice is as follows:

- Regularly scheduled LPNs will be assigned on a rotating basis to be available for scheduled evening visits (SEV) Monday through Thursday, on one weekend shift (Friday, Saturday and Sunday), and in conjunction with their scheduled holiday to work.

- Up to two (2) visits may be assigned per each SEV occurrence above daily expected productivity.

- The LPN working in the weekday Clinical Support position or carrying the weekend pager will not be included in this weekend rotation.

Integrated Health Services, Inc.  
By  
Date 9-1-14

SEIU Healthcare Minnesota  
By  
Date 8-22-17
Letter of Understanding

#2
(Pay Practices)

Between

Integrated Home Care, Inc.

and

SEIU Healthcare MN

During negotiations, the parties agreed to maintain the current practice/payment structure regarding productivity payment during the term of this agreement.

The parties agree that the current pay practice is as follows:

- LPNs completing expected daily productivity (currently seven visits) will be paid for 8 (eight) hours even if the visits required fewer than 8 hours of work. The LPN must remain available for additional assignments until 4:30 p.m. If expected productivity takes longer than 8 hours the LPN will be paid for the hours worked. Any hours over 8 requires notification to her/his supervisor (or designee).
- An LPN not meeting expected daily productivity (currently seven visits), will be paid only for the hours actually worked. The LPN may elect to use PTO to maintain her/his FTE when below productivity. An LPN who will not meet daily productivity is required to notify her/his supervisor (or designee).
- LPNs exceeding expected daily productivity (currently seven visits) will be paid 1.25 hours per visit above daily productivity (in addition to 8 hours of pay or actual hours worked, whichever is greater).
- For every 2 (two) hours of meeting time (approved non-billable hours) productivity expectations are reduced by 1 (one) visit equivalent.
- LPNs performing clinical support functions in the office will be paid for hours worked.
- LPNs carrying the clinical support pager on weekends or holidays as agreed in Section 15.4 will be paid for 8 hours.

Integrated Health Services, Inc.

By

Date 9-1-17

SEIU Healthcare Minnesota

By

Date 8-22-17
Letter of Understanding

#3
(Productivity/Job Duties)

Between

Integrated Home Care, Inc.

and

SEIU Healthcare MN

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<th>Visits</th>
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<td>Clinical support, and answer all calls coming into the agency on the holiday (including triage)</td>
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Support Staff

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<th>None</th>
</tr>
</thead>
</table>

Integrated Health Services, Inc.

By

Date 9-1-17

SEIU Healthcare Minnesota

By

Date 8-22-17