

**LABOR AGREEMENT**

**BY AND BETWEEN**

**INDIAN HEALTH BOARD OF MINNEAPOLIS, INC.**

**AND**

**SEIU HEALTHCARE MINNESOTA**



April 1, 2018  
to  
March 31, 2021

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**ARTICLE 1  
RECOGNITION**

Section 1. The Union shall be the sole representative of all full-time and regular part-time employees employed by the employer at its facility located at 1315 East 24<sup>th</sup> Street, Minneapolis, MN 55404, within the bargaining unit certified by the National Labor Relations Board (NLRB) in Case No. 18-RC-16929; excluding confidential employees, guards, and supervisors as defined by the National Labor Relations Act.

Section 2. In the event of any sale, purchase, merger or other transaction affecting ownership of the Employer's clinic, the Employer shall make known to the Union prior to the completion of said transaction the nature of the transaction and further shall make known to all parties to the transaction the terms and conditions of this Agreement. A seniority list current to the date of the completion of the transaction shall be drafted, posted and provided to the acquiring or surviving Employer or new owner.

**ARTICLE 2  
DEFINITIONS**

Section 1. The term "employer," "facility" or "management" where used in this Agreement shall refer to and include only the operation of the Indian Health Board located at 1315 East 24<sup>th</sup> Street, Minneapolis, MN 55404-3975, and shall have no application to any other operations carried on or that may be carried on elsewhere by the Employer, or any of its affiliated or related enterprises or organizations.

Section 2. The term "Union" where used in this Agreement shall refer to and include SEIU Healthcare Minnesota, (SEIU Local 113) CTW.

Section 3. The term "employee" or "employees" shall include employees of the employer in the collective bargaining unit defined in the certification of election dated February 6, 2002 by the Regional Director of Region 18 of the National Labor Relations Board in Case No. 18-RC-16929.

Section 4. A full-time employee is one who is regularly scheduled and regularly works 80 hours per pay period after completion of the orientation/introductory period.

Section 5. A regularly scheduled part-time employee is one who works at least 40 hours per pay period but less than 80 hours per pay period.

Section 6. Temporary employees shall not be considered a part of the bargaining unit and shall not be covered under the terms of this Agreement. The employer agrees to notify the Union of the name, classification and reason for needing a temporary employee and their anticipated duration of employment in that position.

Temporary positions shall not exceed 180 days. At the time temporary positions become permanent, such position will be posted as a vacancy and follow the requirement of Article 4.

Section 7. Casual employees are those employees who work 39 hours per pay period or less. Casual employees are not part of the union or bargaining unit. The employer agrees to notify the Union of the name, classification and reason for needing a casual employee and their anticipated duration of employment in that position.

Section 8. The term job reclassification shall mean a change in a job from its current classification to either 1) another existing classification or 2) newly created classification. This reclassified job may or may not have an incumbent at the time of re-classification. (See Article 4, Section 7 for process.)

### **ARTICLE 3 MANAGEMENT RIGHTS**

Section 1. The management of the Clinic is reserved exclusively to management and the Clinic specifically retains any and all rights it has or had at any time, including those rights it had prior to the certification of election dated February 6, 2002 by the Regional Director of Region 18 of the National Labor Relations Board in Case No. 18-RC-16929, unless specifically modified by the provisions of this agreement and then only to the extent of such provisions. This provision shall include, but is not limited to direction of workforce; the right to hire, assign, discipline and discharge for just cause; evaluate; layoff; supervise the actions of all bargaining unit or union members; the right to use third party vendors to employ temporary workers (who are not part of the bargaining unit or union); to determine the methods and equipment to be utilized and the type of services to be provided; to select and determine the number of its employees and the number of hours to be worked by employees, including start and end times; to transfer or relocate any or all of the operations of the facility; to train and retrain employees as necessary; to carry out all ordinary, extraordinary, routine, and/or customary functions of management whether or not the performance of such function has been contemplated by the parties to this Agreement prior to or since its execution.

Section 2. The only management rights which will be arbitral will be those which are specifically limited by the provisions of this agreement, and then only to the extent of such limitation.

Section 3. IHB shall have the right to implement and make reasonable changes in its employee handbook and/or reasonable work rules. To the extent of any inconsistency between the Clinic's handbook and/or work rules and/or policies, the specific terms of this Agreement will control. The only limitations on the right of the employer to implement any handbook and/or reasonable work rules and/or policies are those that are specifically contained in this agreement, and then only to the extent of the specific limitation. IHB will submit copies of policy changes pertaining to all policies contained within the IHB Employee Handbook to the employees, and to

the Union before implementation except in the case of emergency situations where this is not feasible.

Section 4. The Employer agrees not to enter into any agreement or contract with its employees (who are in the classifications herein noted), either individually or collectively, which conflicts with any of the provisions of this Agreement. No statement or rule shall be made or established by the Employer or the Union which conflicts with or contradicts any of the provisions of this contract.

#### **ARTICLE 4 JOB VACANCIES**

Section 1. When the employer desires to fill a job vacancy, or when a new job and/or department is created, and if such job falls under the definition of Article 1, Section 1, the employer shall post a notice on its bulletin boards for a period of five full working days announcing the vacancy, stating the classification, the department, shift on which the vacancy exists, and any other requirements set by the employer. The exempt/non-exempt status of the job will appear on job postings. The Employer shall also send a copy to the Union office. Employees may apply for the vacancy by written application, submitted within the 5 days posting period.

Section 2. Any employee may bid for posted jobs. The employer will observe and fully comply with the provisions of the Indian Preference Act, and its contract with IHS (Indian Health Service) if and where applicable. In determining who will fill the vacancy, the Employer will consider internal applications first. Preference will be given to the employee applicants in the selection classification by seniority and then to qualified employee applicants (employees whose education, skills and experience meet the requirements of the job) outside the classification by seniority. The employer reserves the right to interview all qualified applicants before awarding the job and to determine the employee's experience and skills.

Section 3. If none of the applicants for the position from within the facility are qualified, or if there are no applicants, the employer may seek applicants from outside sources.

Section 4. Employees shall be entitled to change jobs through this procedure no more than one time in six calendar months, except as to changes within an employee's classification.

Section 5. All newly created regular/full-time/part-time positions shall be advertised and may be filled on a temporary basis for a period not exceeding 60 days during the filling of a permanent position as defined under Article 4, Section 2. For newly hired employees such time shall count towards their orientation/introductory period if hired for a permanent position.

Section 6. Records pertaining to any employment related selection are considered confidential and private documents of IHB and may not be divulged to any person who does not

possess the legal or operational right to know. Access to such records shall be determined by the Chief Executive Officer or designee.

Section 7. Significant changes in position duties and responsibilities may be authorized by the Chief Executive Officer for reclassification, subject to the terms of this Article 4, ("Job Vacancies") Section 7. The reclassification process may be initiated by IHB. Alternatively, reclassification requests may be initiated by individual employees through the Union, and all such requests must be substantiated in writing with specific detail given to those duties and responsibilities being performed continuously that are different in scope from those contained in the applicable position description. The presence of job performance attributes greater than those required is not, in itself, sufficient justification for reclassification. Additionally, IHB may but need not consider a request for reclassification from an employee who is in the disciplinary process and may reject the request.

Upon approval of a reclassification request, the personnel department assigned to evaluate the position may consult with the affected employee(s) and supervisory personnel and gather any other information pertinent to the issue(s) under consideration. A report of the evaluation in findings and recommendations will be available to the requesting employee and will be submitted to the Chief Executive Officer, who may consult with applicable supervisory personnel in order to determine a proper course of action. Should a reclassification evaluation request involve the creation of a new position description, the Chief Executive Officer shall approve the reclassification pending final discussion with the Union of the new position description and pay rate. Because a reclassified position is not open, the employer need not post the position, notwithstanding the terms of the other Sections of this Article.

Section 8. In the event that any new or different classifications or titles not specified in Article 23 and its related appendices is established and such classification or title is within the bargaining unit certified by the National Labor Relations Board but not specifically enumerated in such certification, then the Union shall nevertheless be the sole representative of said employee; the employee shall be included within the terms and conditions of this agreement, the wage rate of such classification or title shall be negotiated by the Employer and the Union and the rate agreed upon shall become a part of this agreement as of the date such classification or title was established. Nothing in this Section 8 shall preclude the parties from filing a unit clarification petition with the National Labor Relations Board as to any new classification or title and the parties will be bound by the determination of the Board notwithstanding the remaining provisions of this Section.

## **ARTICLE 5 PTO (Paid Time Off)**

Section 1. PTO under this Article becomes effective April 1, 2003. Vacation time accrued as of April 1, 2003 will be converted to a paid time off (PTO) bank as set forth in this Agreement. Sick time accrued as of April 1, 2003 will be available to employees to use as sick time except as otherwise modified by this Agreement and sick time will not continue to accrue.

PTO is earned and may be used after the completion of one month of service. PTO may be used for any reason, but is subject to pre-approval by the supervisor except in the case of illness. IHB reserves the right to deny requests for PTO based on the demands and business necessity of each department and to create/implement and administer reasonable scheduling procedures for use of PTO. Requests will be granted wherever possible, but the Employer has an obligation to be staffed sufficiently to meet the needs of clients.

Section 2. Employees may elect, twice annually, to receive a portion of their annual accrual in cash rather than paid time off, with a maximum of 2 weeks payout per calendar year. Employees under the classifications of MD, DDS, and NP can cash out up to a total of 160 hours per year and requests can be made up to four times per year.

Section 3. The maximum accrual for any level of PTO is 160 hours. If PTO is accrued when an employee is at 160 hours it will be deposited into a sick bank. Sick time will be capped at 480 hours. Sick bank is defined as hours to be used for illness of an employee or immediate family member (parent, child, spouse, grandchild), scheduled medical leave or maternity leave.

Section 4. Provided MD/APRN/PA/LP/LICSW/DDS give four weeks' notice and other employees give two weeks' notice (such notice shall not include PTO/CME time), PTO balances will be paid when employees voluntarily resign. PTO balances will not be paid out in connection with termination for cause.

Section 5. PTO is earned according to the following schedule for employees hired on or before 12/4/07:

<u>Months of Service</u>	<u>Monthly Accrual</u>	<u>Days</u>
1-12	9.33 hours	14
13-24	12.67 hours	19
25-48	16.00 hours	24
49-120	19.33 hours	29
121-240	22.67 hours	34
240+	26.00 hours	39

No employee will have a reduction in their current PTO accrual level as of 12/4/07.

**NEW** PTO is earned according to the following scheduled for employees hired after 12/4/07

<u>Months of Service</u>	<u>Monthly Accrual</u>	<u>Days</u>
1-12	9.33 hours	14
13-60	13.3 hours	20
61-180	16.67 hours	25
181 +	20 hours	30

Part-time employees will earn PTO at the above rates on a pro-rata schedule based on the number of hours they normally work. For example, an employee working 20 hours per week will earn at 50% of the above schedule. An employee working 30 hours per week will earn at 75% of the schedule.

**Section 6.**

Employees shall be allowed up to one hour regular paid time for medical/dental visits within the Clinic or wellness event hosted by IHB. Employees will coordinate scheduling time away from job duties with supervisor. Normally, such medical/dental visits shall be held to one visit a week and once a month for a wellness events(s).

**Section 7.** PTO accrued may be used after the completion of one full calendar month of service. Time is earned based on full calendar months of service and is not credited for partial months. Employees may not use more time than they have available in their account and may not accrue more than the maximum accrual.

**Section 8.** Providers must request PTO 30 days in advance. Other employees must request PTO at least one week in advance whenever possible. Requests will be considered based on the order in which they are received. If more than one request is received at the same time and no other means of resolving the conflict presents itself, then the employee with the most seniority will be granted the time first.

**Section 9.** PTO will be deposited on each paycheck.

**Section 10.** Provider candidates may be offered up to 25 days of PTO based on total years of experience as an APRN/DDS/PA-C/MD. In order to move to the next PTO level they must accrue the listed amount of IHB Experience.

**ARTICLE 6  
HOLIDAYS**

Section 1. The following holidays are observed by IHB. Regular employees, normally scheduled to work on these days, will be given the day off with pay. 1.0 Full Time employees officially and regularly working approved alternative schedules will use the following guidelines:

- 1.0 FTE Employees working a non-traditional four, ten hour day work schedule:
  - Are required to use 2 hours of PTO when a holiday falls on their regularly scheduled work day.
  - Receive 8 hours of credit that will be applied to their PTO balance when a holiday falls on a non-regularly scheduled work day.
  
- 1.0 FTE Employees working a 5 day a week schedule that does not consist of 8 hour days:
  - On a day regularly scheduled for more than 8 hours, they will be given 8 hours of holiday time and may use PTO to complete the rest of their scheduled day.
  - On a day regularly scheduled for less than 8 hours, they will receive holiday pay for their regularly scheduled hours. The difference between their scheduled hours and 8 hours will be deposited in their PTO bank.

<b>Holiday</b>	<b>Date Observed</b>
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day After Thanksgiving	
Christmas Eve Day	December 24
Christmas Day	December 25
Personal Holidays	See below

Section 2. Current employees will receive two personal holidays on 4/1/18, 4/1/19, 4/1/20. New employee's personal holidays will be prorated.

Personal holidays can be used at the employee's discretion with the supervisor's approval. Employees cannot take more than one personal holiday per week.

Section 3. If a holiday falls on Saturday, it is observed the preceding Friday; if a holiday falls on Sunday, it is observed on the following Monday.

Section 4. To be eligible for holiday pay, an employee must work the last regularly scheduled workday preceding the holiday and the first regularly scheduled workday following the holiday, unless the absence is pre-approved by the supervisor which does not include calling in.

## **ARTICLE 7 FUNERAL/BEREAVEMENT**

Section 1. Funeral/Bereavement leave will be granted when there is a death of a family member or in the partner's family. Family members are defined as spouse, child, parent, sibling, grandparent, grandchild, aunt, or uncle. Family members also include stepparents and step children. Funeral leave is authorized for use up to four working days. Funeral leave may be authorized for use up to two working days for niece or nephew or in laws; mother, father, sister, brother, or grandparents. Bereavement leave shall be capped at seven paid days per calendar year.

Section 2.

Employees should notify supervisor of days requested for paid funeral/bereavement leave prior to taking leave and submit time off request in timekeeping system before leave, if possible, or upon returning to work. Failure to comply with these procedures may result in the request being denied. Supervisors may request verification to document bereavement leave.

## **ARTICLE 8 NO DISCRIMINATION**

Neither the Employer nor the Union shall violate applicable discrimination laws with respect to any employee because of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, disability, veteran status, Union activity or any other basis prohibited by applicable law. Nothing in this Article prohibits or in any way restricts the Employer from complying with any Federal and/or state law Indian preference requirements.

## **ARTICLE 9 NO STRIKE**

Section 1. During the term of this Agreement, there shall be no strike, work stoppage, slow down, sympathy strike, unfair labor practice strike, picketing, or other curtailing or restriction of work by the Union, its members, or other employees, individually or collectively, for any reason whether or not it be arbitrable under this Agreement. The parties recognize the

right of the employer to take disciplinary action, including discharge, against any employee who participates in violation of this section. Only the fact as to whether or not an employee engaged in a violation of this Article (and, specifically, not the extent or severity of the disciplinary action) may be subject to the grievance and arbitration provisions of this Agreement.

Section 2. In the event that a strike (as defined above) should occur during the term of this Agreement, then the Union shall, in good faith, exercise all of its powers to the fullest extent to terminate such strike as expeditiously as possible.

## **ARTICLE 10 GRIEVANCE AND ARBITRATION**

Section 1. A grievance is hereby defined as any claim by the Employer, the Union or an employee or employees arising out of the interpretation of or adherence to the terms and provisions of this Agreement. The process outlined in this Article will be the sole and exclusive means for resolving a grievance, as defined herein. A grievance as specified herein shall contain the information set out in this section regardless of the form used:

- (a) The name of the bargaining unit employee;
- (b) The date of the alleged violation;
- (c) The date on which the grievance is being presented;
- (d) Specific provision of the Agreement allegedly violated by the employer;
- (e) A clear statement of the circumstances by which the employer is alleged to have violated the Agreement;
- (f) A clear statement of the remedy or relief sought for each alleged violation;
- (g) The signature of the aggrieved employee.

If a Grievant or the Union fails to provide the information set forth in parts (b) and (c), the dates entered by the receiving Employer representative will be presumed to be accurate. A Grievance Form will be provided to the Grievant by an SEIU Local 113 Steward and every effort should be made by the Grievant and/or the Steward to fully complete the Grievance Form. The most current version of the Grievance Form in effect as of the signing of this Agreement is attached. The Union reserves the unilateral right to add to, amend, modify, delete or otherwise alter the Form during the term of this Agreement.

Section 2. The steps in the grievance procedure are as follows:

### Step One

The employee will informally discuss the grievance with the employee's immediate supervisor, with or without a Union Steward present.

**Step Two**

If the grievance is not resolved under Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the contract, shall be signed by the grievant or grievants and shall be submitted to the Employer's Human Resources Department. The written grievance must be submitted to the Employer within fifteen calendar days following the date of occurrence.

Within ten calendar days following the receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

Within ten calendar days of the grievance meeting, the Employer shall respond in writing to the Union regarding its decision regarding the grievance.

**Step Three** If a satisfactory settlement is not reached in the above steps, the parties may mutually agree to submit the grievance to the FMCS non-binding grievance mediation process within ten calendar days following the receipt by the union of the Employer's written decision. If a grievance goes to mediation, the time limits shall be extended upon mutual agreement until the parties meet in mediation. The parties shall attempt to hold the meeting within fourteen calendar days of the written submission of the grievance to this step.

**Step Four** If the grievance is not resolved in Step 2 or 3, the Union or the Employer may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within fourteen calendar days following receipt of the Employer's written response or, if the FMCS grievance mediation process is utilized then fourteen calendar days after the completion of the process.

**Section 3.** The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of nine neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service.

**Section 4.** The authority of the Arbitrator shall be limited to making an award relating to the interpretation of or adherence to the collective bargaining agreement and the arbitrator shall have no authority to add to, subtract from, modify or amend in any manner the terms or 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 issues. 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 employee or employees filing the grievance.

**Section 5.** Failure of any grievant(s) or the Union to comply with the procedural requirements and time limitations of the grievance procedure will render any grievance null and void.

Section 6. The limitations of this Article may be extended only by mutual agreement in writing between the Chief Executive Officer or a person designated by him/her in writing and the Union. All reference to "days" herein shall be to calendar days.

Section 7. The time limits stated in this Article are intended to be maximum time limits, and are to be construed as being binding on the Union, bargaining unit employees, and the employer. Grievances not processed by the Union or any bargaining unit employee within the time limit specified herein will be deemed to be settled consistent with the last response of the employer. Grievances not processed by the employer or its representatives within the time limit specified herein will automatically advance to the next level of the procedure.

Section 8. Any monetary award will be offset (reduced) by amounts earned by the Grievant between the filing of the grievance and the reinstatement, if any, of the Grievant.

Section 9. Bargaining unit employees are required to comply with all reasonable work rules, policies, procedures, and instructions of the employer. Recognizing the principal that work time is for work, grievances must be filed and processed during non-work time (that is, before work, after work, during lunch or breaks). However, it may be necessary, provided an attempt has been made to contact a Steward during non-working time and the Steward is unavailable, to contact a Steward during work time – such contact should be brief and short. The Union Steward will schedule non-work time to further the discussion of any grievance with the Grievant(s). Employees will not be compensated for the time devoted to filing, processing or investigating grievances. However, with respect to any Grievant who has not been terminated, time spent by the Grievant participating in meetings to informally resolve employment related disputes or grievance meetings, which meetings are scheduled by the employer, will be compensated. Time spent contacting a supervisor or human resources prior to the filing of any grievance will be compensated, so long as such contact is brief and short in duration.

Section 10. Nothing in this Agreement will preclude the Union from settling or withdrawing any grievance filed by any bargaining unit employee. Any grievance re-filed in excess of 15 days after withdrawal of the grievance will be barred. Any grievance settled between the Union and the employer is not precedential with respect to any past, present or future circumstances.

## **ARTICLE 11 ORIENTATION/INTRODUCTORY PERIOD**

Section 1. The first ninety calendar days of employment shall be an orientation/introductory period, during which time, and during any extension of the orientation/introductory period as described in this Article, the employee may be disciplined or terminated with or without cause, and at the sole discretion of the employer, and any such termination or discipline shall not be subject to the grievance and arbitration procedures of this Agreement.

Section 2. If any employee is continued in employment after completing the orientation/introductory period of employment, he or she shall be placed on the seniority list as a regular full-time or part-time employee with seniority dating back to his or her first day of continuous employment.

Section 3. The employer may, in its sole discretion, extend the orientation/introductory period by sixty days, provided that notice of any such extension decision is received by the Union prior to the expiration of the initial ninety-day period – that is, prior to the 91<sup>st</sup> calendar day after the date of hire.

Section 4. All other terms and conditions of the orientation/introductory section of the Employer's Employee Handbook as well as other provisions of the Employer's Handbook regarding orientation, will, to the extent consistent with the terms and conditions of this Article, continue to be in full force and effect.

## **ARTICLE 12 UNION REPRESENTATION**

Section 1. The Employer recognizes the right of the Union and its Business Representative to designate Stewards to handle official Union business. Stewards performing Union business related to representational duties during their regularly scheduled shift will receive hourly credit for seniority and benefit calculations. Stewards performing representation duties during their regularly scheduled shift shall not suffer a loss of pay. Representational duties for purposes of this section do not include negotiations.

Section 2. A Union Steward or other designated union representative shall be allowed a reasonable amount of time during the first week orientation of new employees to present information regarding the Union. It shall be the responsibility of the Employer to provide the new employee with the dues deduction authorization form and the responsibility of the Union to initiate the membership form. Failure by the Employer to provide the dues deduction authorization form shall make the Employer responsible for payment of the new employee's dues until the form is provided. The Employer shall not be so liable if it provides the dues deduction authorization form. The Union Steward shall receive a list of employees the Steward will be meeting with prior to the orientation. Any employees not attending the first week orientation will be reported to the Union Steward so contact can be made.

Section 3. The Business Representative of the Union shall be allowed to visit the premises of the Employer, provided that the Business Representative notifies and receives permission from the HR Manager. The specific intent of the visit will be made known prior to visiting.

Section 4. The Employer shall furnish the Union with a bulletin board designated by the Employer to ensure access and visibility to all employees. Such bulletin board shall be used only for official union business and shall be accessed by the Union Stewards or Business

Representatives only. Any postings shall be initialed and dated by the Union Steward or Business Representative. A copy of all postings shall be given to Human Resources.

Section 5. In connection with investigatory interviews conducted by the Employer in which an employee reasonably believes that such investigation will result in disciplinary action with respect to the employee being interviewed, an employee, upon his or her request, shall be entitled to have a representative of the Union present, which representative is reasonably available. The kind and degree of participation of any union representative in any interview subject to the "Weingarten" decision will otherwise be subject to the limitations established by agency or court decisions.

### **ARTICLE 13 DISCIPLINE**

Section 1. The Employer shall not discharge, discipline, or suspend an employee who has completed the required orientation/introductory period without just cause.

Section 2. A written notice of any discharge, discipline, or suspension, except as to oral discipline, shall be given to the employee and a copy thereof be given to the Union Steward and a copy thereof shall be sent to the Union office.

Section 3. Disciplinary action shall generally include the following:

1. Oral reprimand.
2. Written reprimand.
3. Suspension.
4. Discharge.

If the Supervisor has reason to discipline an Employee, it shall be done in a private manner.

Section 4. Depending on the severity of the infraction certain steps may be skipped in the above process or certain steps may be imposed more than once before progressing to a higher level of discipline. Discipline action shall be given out in a consistent and fair manner.

Section 5. It is agreed that certain infractions warrant immediate discharge, including but not limited to the following:

1. Assault against any person while in the service of IHB or on IHB property or premises.
2. Bringing firearms or other weapons of any kind onto IHB property or premises, excepting pepper spray and mace.
3. Engaging in physical violence or threats of physical violence of any type.
4. The following violations of IHB's Drug-Free Workplace Policy:

- a) bringing and/or storing (including in a desk, locker, automobile, or other repository) alcohol or illegal drugs or drug paraphernalia on Indian Health Board's premises or property, including Indian Health Board's owned or leased vehicles, in vehicles used for Indian Health Board purposes or a customer's premises;
  - b) using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling or dispensing illegal drugs or alcohol;
  - c) switching, tampering with or adulterating any specimen or sample collected under IHB's Policy, or attempting to do so;
5. Infraction of rules regarding patient abuse or conduct of a reckless nature that endangers patient safety or health.
  6. Dishonesty. Dishonesty includes but is not limited to theft, embezzlement or falsification of IHB records.
  7. Improperly disclosing confidential IHB or patient information.
  8. Conviction of reckless driving of IHB equipment.
  9. Carrying of unauthorized passengers (passengers other than patients who are to be seen for treatment or co-workers as assigned) while operating IHB vehicles.
  10. Gambling on IHB property or on IHB time.
  11. Absences for 3 consecutive working days without notification to management, except where restricted by applicable law.

**ARTICLE 14  
ATTENDANCE**

**Section 1.**

In the event an employee cannot report to work as scheduled, the employee must call or contact their supervisor or supervisor's designee to report the day of absence. Employees must call in/ contact as soon as possible before their scheduled reporting time or provide evidence of extenuating circumstances upon request. The employee should indicate the probable duration of absence, if known, and will call in daily to report the status of their absence if the duration is unknown.

**Section 2.** Employees shall be subject to discipline within the reasonable attendance guidelines adopted by the Employer as allowed under the terms of this agreement.

**Section 3.** Employees who are absent more than 3 consecutive days may be required to provide medical evidence of need to be absent.

**Section 4.** The Employer shall follow the Family Medical Leave Act (FMLA) rights in accordance with federal law.

**ARTICLE 15  
SENIORITY**

Section 1. Bargaining unit seniority is defined as the length of continuous employment with the employer since the most recent date of hire within the bargaining unit. The Employer shall prepare seniority lists for all employees covered by this Agreement with copies to the Union and copies posted no later than the last day of each calendar quarter on the designated Union bulletin board.

Section 2. Employees who were previously employed by the employer and who are subsequently rehired by the employer are considered to be new hires and are subject to the orientation/introductory period established in Article 11 of this Agreement. Under no circumstances will the Employer be required to re-hire a former employee.

Section 3. Seniority will be broken and lost and all employment rights terminated when any of the following conditions occur:

- (a) The employee voluntarily terminates employment; or
- (b) The employee is discharged; or
- (c) The employee is laid off for either a period exceeding 12 months or the length of his/her continuous service, whichever is less.

Section 4. In the event the employer determines the need to reduce its work force, it will lay off or reduce hours of employees from the job classifications on the shifts affected. The following steps will be followed:

- (a) The Employer will first seek volunteers by seniority within the affected classification or department on the shifts affected.
- (b) Probationary employees in the affected classification will be the first laid off, without consideration for any differentials in length of service between such employees.
- (c) Should additional layoffs be necessary, the Employer shall start with the least senior employee in the classification and on the shift to be reduced.
- (d) Employees shall have the right to bump into previously held classifications using their seniority date of hire providing the employee can perform work with reasonable training or by meeting legal criteria such as licensure.

Section 5. For purposes of this Article the separate classifications reflected in the Appendices to this Agreement are recognized.

Section 6. Recall to employment will be made in the reverse order of layoff, provided the affected employee has the necessary qualifications and skills to perform the work. Failure of any employee to report as directed by the employer will constitute voluntary resignation. Notice of recall shall be given by telephone, and confirmed in writing either personally delivered or sent through the mails. If a layoff occurs, the Employer will update the appropriate seniority list if and when affected.

Section 7. Notwithstanding any other provision in this Article, layoffs for a period of one week or less shall be considered temporary and the provisions of the Article shall not apply.

Section 8. Wherever used in this Agreement, the term "day" or "days" unless otherwise specified shall refer to calendar days.

Section 9. The Employer shall advise the Union as soon as possible, no later than twenty-one (21) calendar days in advance, of layoff, and upon request of the Union, the parties shall meet to discuss the implementation or effect of any actual or proposed layoffs. Employees eligible to bump shall have up to seven (7) calendar days upon notification to decide whether or not to utilize their bumping rights. Employees who are laid off or reduced because of this process shall be given fourteen (14) calendar days' notice before being reduced or laid off.

Section 10. Employees on layoff status shall have preference for any additional work hours in their classification or previously held classifications in which the employee can perform work with reasonable training or by meeting legal criteria such as licensure.

#### **ARTICLE 16 DRUG FREE WORKPLACE**

The parties have negotiated over and agreed to the Employer's Drug-Free Workplace Policy. The Union agrees that the Policy is reasonable as it has been negotiated, and that it will not file a grievance over the reasonableness of its terms, except that the Union does not waive the right to file grievances over issues relating to the administration of the Policy.

#### **ARTICLE 17 MEDICAL INSURANCE**

Section 1. On the first of the month following 30 calendar days of employment, the Employer shall maintain medical insurance coverage for employees, as it may be amended by the task force, which is defined as follows:

The parties agree that they shall utilize a task force made up of equal parts Labor and Management representatives to address medical benefit plan issues (not to exceed 3 members each). The parties agree that they shall fully participate with their best efforts in a process to

review, consider, and potentially adopt plan changes in order to minimize the expense increases to the employer and to the employees while maintaining a mutually agreed upon level of benefits. Neither party will unreasonably withhold agreement to implement such changes. The decision will be made by the task force. If the task force cannot reach an agreement on such alternatives, then the existing plan option(s) will continue for the following year and the premium contribution rates paid by the employer and the employees respectively will be recalculated so that all premium cost increases at the rate of the Community Average Projection (Community Rating) will be shared at the percentage rates contained within this Article. That portion of the premium cost increase above the Community Average Projection (Community Rating) shall be borne equally by the Parties.

If the insurance task force is able to achieve a net savings (exclusive of savings resulting from changes in enrollment) for insurance premiums, fifty percent (50%) of the savings will be shared back to Union members in the form of lump sum payments.

Section 2. With use of the Indian Health Board Medical and Dental clinic employees, spouses, and dependents shall follow the approved Medical Expense Plan and Dental Expense Plan documents that outline access. Employees will pay 5% of the total premium for single medical coverage and 20% of the total premium for family medical coverage except as increased pursuant to Section 1 regarding premium cost increases.

Section 3. IHB's sole liability under this article shall be the payment of its portion of the premiums and employees shall be governed by the rules, regulations, and/or limitations established by the carrier and contained in its policies and plan documents and employees and their dependents shall look solely to such carrier for the payment of any and all such benefits, so long as the company has paid its portion of the premium. The Employer's duty to maintain the above insurance program shall cease upon the end of the month in which an employee is terminated, laid off, gone on leave of absence, or otherwise becomes unavailable for active full-time employment or in conformity with state and federal law.

Section 4. Any employee who elects such coverage, but falls below an average of 30 hours per week in any month shall be responsible for paying the full COBRA premium until that employee has again worked an average of 30 hours per week for one month.

Section 5. Current dental benefits available to employees will be continued for the duration of this Agreement on the same basis as has been previously provided. The Employer shall make a best effort to provide an alternative/supplemental dental plan in which the employee would pay the premium.

Section 6. The Employer will continue to make available within applicable law the ability of employees to pay for medical expenses with pre-tax dollars.

**ARTICLE 18**  
**LONG TERM DISABILITY/SHORT TERM DISABILITY**

The Employer will provide long term disability and short term disability insurance as presently provided and under the same rights and obligations as are established under the terms of the currently applicable governing plan documents.

**ARTICLE 19  
LIFE INSURANCE**

The Employer will provide employees \$50,000 of life insurance, subject to any terms, condition and obligations as established under the terms of the currently applicable governing plan document.

**ARTICLE 20  
SAVINGS/INVESTMENT PLANS**

The 401(k) will include a company match of up to 4% (each pay check) to employees' contribution; vesting of employees' contribution is immediate, vesting of Employer's contribution is as follows: 20% vesting after 2 years of employment, 50% vesting after 3 years, 75% after 4 years, and 100% after 5 years. Quarterly statements will be made available to participants.

**ARTICLE 21  
EDUCATIONAL REIMBURSEMENT**

Section 1. The Employer will, with prior supervisory approval, reimburse employees for educational and training expenses relating to courses relating to their jobs required by law to be paid.

Section 2. The Employer will reimburse MD, APRN, PA-C and DDS for state and federal licenses and DEA that are required for their practice.

Section 3. The following positions will received \$3,500 and 5 days for CME/CDE and association fees each fiscal year (July 1-June 30) MD, APRN, DDS, PA-C. This amount is prorated by FTE and does not include computer purchases. CME/CDE courses must be approved by the medical/dental director. All other employees are covered by Section 1 Article 21 "supervisor approval".

New hires will receive a prorated amount of CME money and time after their probationary period is complete. The prorated amount excludes the time of the orientation period.

CME days and money are not carried over from period to period.

**ARTICLE 22  
WAGES**

Section 1. To see your current wage rates please refer to the "Wage Appendix" at the end of this contract.

- a. The wage increases are as follows except for those whose wage schedules are adjusted due to market demands:

**Wages:**

On scale:	Off scale:
2018: 2%	2018: 3%
2019: 2%	2019: 3%
2020: 2%	2020: 3%

- b. Wage schedules were adjusted due to market demands for janitor/drivers, dental assistants and LPNs.
- c. Employees shall remain on Step 11 for 1 year. On their anniversary they will receive a 2% increase and move to "off-scale" status.

Section 2. The Employer may, based on job-related experience, pay new hires up to six levels higher than the start rate listed in the wage scale attached to this contract as an appendix. Movement on the wage scale shall be on the employee's anniversary date.

**ARTICLE 23  
HOURS, MEALS AND REST PERIODS**

Section 1. The current work week shall be between the hours of 6:00 a.m. and 8:00 p.m., Monday through Friday, and Saturday mornings 8:00 a.m. to 12:00 p.m. and will also include for janitorial and maintenance the hours between 5:00 p.m. and 2:00 a.m., Monday through Friday and Saturday mornings between 11:30 a.m. and 2 p.m. In general, with respect to full time employees, at least eight (8) hours shall constitute a day's work, but the Employer reserves the discretion to assign employees in excess of eight (8) hours per day as business needs dictate. Employees, who desire a full one hour (60 minutes) lunch period, must receive approval from their supervisor, and either make up the time, take the time unpaid, or through the time

off benefits, request paid time off. (Part-time employees working a full-day will follow the same procedure).

Section 2. Meal breaks for exempt employees shall be at the employee's discretion, subject to the needs of the business as determined by the Employer. If an exempt employee needs to work outside of Monday through Friday, such employee shall adjust their work week schedule, subject to supervisory approval.

Section 3. In the event the Employer adds weekend hours or increases evening hours, any hours assigned to current employees shall be done first on a voluntary basis by seniority and then by assignment by reverse seniority.

Section 4. With respect to the terms "full-time" employees versus "part-time" employees, this Article is otherwise governed by the Definitions in Article 2.

Section 5. For non-exempt employees, any work in excess forty (40) hours per week shall be paid at the overtime rate of one and one-half (1 ½ X) the employee's regular straight time hourly rate. Any employee working hours that would put such employee into overtime shall have the choice of being paid such overtime rates, or making a request to adjust their schedule (hour for hour) as time off. A request to adjust a schedule on a particular day must be approved by a supervisor but may not be unreasonably denied.

Section 6. Exempt Extra Shift – Exempt employees, to include MD, DDS, and NP, PA-C and CNM shall have the option in conjunction with the Medical Director, to either receive extra shift pay or to adjust his/her schedule in lieu of when working minimally a half-day defined as Saturday morning, an evening clinic from 5:00 to 8:00, weekday mornings, or weekday afternoons. Extra shift pay shall be calculated using the provider's hourly rate.

Section 7. In order to maximize provider clinical effectiveness, provider staff will work in coordination with the Medical Director to schedule administrative time with the intent of reasonably balancing such time with unfilled appointments, cancellations, and no show rates. Both parties are in agreement that the issues surrounding unfilled appointments, cancellations, and no show rates will be referred to the LMC agenda.

<u>Time Employed</u>	<u>Administrative Hours</u>
0 - 6 months	0
7 - 11 months	1
12 -17 months	2
18 -24 months	3
24+ months	4

Section 8. Overtime must receive supervisory approval prior to being worked or approved the following day if no supervisor is available. Any unauthorized overtime worked will

be treated as a disciplinary matter – employees who work unauthorized overtime may be disciplined, up to and including termination, subject to the terms of this Agreement.

Section 9. Employees will receive a rest period of fifteen (15) minutes for each four (4) hour period of work.

Section 10. If employees are required to attend meetings during any part of their shift, such time shall be considered paid time (compensated hours).

Section 11. When a temporary need for reduced staffing occurs, the Employer will first seek volunteers, asking employees on a rotating basis, starting with the most senior employee within the affected department by classification. If there are no volunteers, it will be assigned in reverse order of seniority within the affected department and on the affected shift by classification. All employees shall, excluding Paid Time Off, continue to accrue benefits, salary increments, and seniority when requested to take voluntary or mandatory low need days. Exempt health care providers, shall be exempt from this process. The appropriate Medical or Dental Director and Counseling and Support Director, shall decide who will take a low-need day considering specialty areas and patient need. A low need day is different than layoffs covered by Article 15 ("Seniority").

Section 12 – Emergency Closures - If the employer closes because of emergency such as (but not limited to) inclement weather or major utility disruption, employees will be paid according to their scheduled work. In any fiscal year this pay is limited to 3 days for exempt employees or 24 hours for nonexempt employees.

## **ARTICLE 24 UNION SECURITY**

Section 1. After completion of sixty (60) calendar days of employment the following two choices apply:

- a. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying per pay-period dues.
- b. Employees may choose not to become a Union member and pay a service fee and per pay-period fees. Employees shall not be able to attend membership meetings or participate in contract negotiations. Service and per pay period fees will not be used for purposes other than the Union's representational duties.

It is the employee's responsibility and a condition of employment to ensure that payments to the Union are made on a timely basis; however, employees may voluntarily elect to have Union dues and fees deducted from the employee's check and sent to the Union.

**Section 2.** All employees covered by this Agreement 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 1(b). All new employees who are not yet 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, except as provided in Section 1(b). "In good standing," for the purpose of this Agreement, is defined to mean the payment of a standard i regular per pay-period dues. Any Union member 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 written notice from the Union that the employee is delinquent.

**Section 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 per pay-period fee. Such payments and obligations shall be under the same conditions as applied to timing, and dues with respect to employees who join the Union.

**Section 4.** Any employee electing to pay the service fee and monthly fee 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 written notice from the Union that the employee is delinquent.

**Section 5.** The Employer agrees to deduct Union dues a or service fees and monthly fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization that is irrevocable for a period of more 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. The Union shall hold the Employer harmless from any dispute with an employee concerning the deduction made.

Employees may express authorization by submitting a written application, through electronically recorded voice authorization, by submitting an online deduction authorization, or by any other means indicating agreement allowed under state and federal law. The employer shall implement and adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, timing and procedure for revocation, window periods, and amount of dues deducted agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union.

**Section 6.** At the time of employment a new employee who shall be subject to this Agreement shall be informed of this Article by the Union.

**Section 7.**

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

1. Employee Name
2. Address
3. Phone Number
4. Classification
5. Rate of Pay
6. Last 4 digits of SSN
7. Number of hours worked in the most recently completed pay period
8. Term date – if applicable

The parties acknowledge that the information listed in this section is confidential and sensitive and the Union agrees to receive and maintain that information in accordance with its character.

## **ARTICLE 25 LABOR MANAGEMENT COMMITTEE**

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 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 committee.

The LMC shall have no authority to modify the terms of the collective bargaining agreement. Union stewards shall serve as the Union representatives on the committee and shall be paid for actual LMC meetings and preparatory meeting not to exceed thirty minutes.

For provider staff participating in LMC meetings and preparatory meetings, time spent shall not supplant patient appointment times. The time spent in LMC and preparatory meeting must be before or after scheduled clinic hours, lunch, or on their regularly scheduled administrative time.

## **ARTICLE 26 MISCELLANEOUS**

Section 1. Ergonomic Study – The Employer will perform a cause analysis in response to specific requests from employees. Requests must be reasonable.

Section 2. COPE (Committee on Political Education) – The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota, COPE, \$\_\_\_\_\_ per pay period from the wages of those employees who voluntarily authorize such contributions on the forms provide for that purpose by SEIU Healthcare Minnesota. These transmittal shall occur for each payroll and shall be accompanied by a list of the names of those employees for whom such deductions have been

made and the amount deducted for each such employee. The Union will hold the Employer harmless from any dispute with an employee concerning deductions made.

**ARTICLE 27**  
**ENTIRE AGREEMENT**

Section 1. In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or court, agency or arbitral decision now or hereafter in effect, such invalidity or unenforceability shall not affect the other parts or provisions of this Agreement. In the event a provision does become invalid or unenforceable, the parties shall meet to negotiate replacement language. However, Article 9 shall remain in full force and effect and Article 10 shall not be resorted to as a method to determine replacement language.

Section 2. 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 or 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 that 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 waive 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 in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 3. The parties may amend or modify this Agreement at any time, but only by a document, in writing, signed on behalf of the parties hereto.

**ARTICLE 28  
AGREEMENT TERM AND TERMINATION**

Except as otherwise provided herein, this Agreement will be in full force and effect from April 1, 2018 through and including March 31, 2021. 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 March 31, 2021 or March 31 of any year thereafter of its intention to change, modify or terminate this Agreement.

INDIAN HEALTH BOARD

By Joni Bergelson

Its Board Chair

Dated: 9/5/18

By [Signature]

Its CEO

Dated: 9/5/18

SEIU Healthcare Minnesota

By [Signature]

Its Internal Organizer

Dated: 9/5/18



**GRIEVANCE**

Facility: \_\_\_\_\_

Date: \_\_\_\_\_

Department/Workplace:

Subject of Grievance: \_\_\_\_\_

Name of Grievant(s): \_\_\_\_\_

Grievance/Violation (specify Article or Section violated), including but not limited to:

\_\_\_\_\_  
\_\_\_\_\_

and all Section and articles that may apply

Basic Facts of Incident: (Who, What, When, Where):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Desired Remedy:

Make member Whole \_\_\_\_\_

\_\_\_\_\_  
Sign and Date

\*Please see information request on next page.

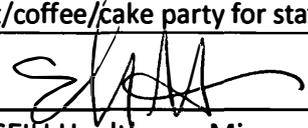
**Letter of Understanding #1  
between  
Indian Health Board  
and  
SEIU Healthcare Minnesota**

**Employee Recognition**

Years of Service	Recognition Planned	
1 Year	Announced at monthly staff meeting	Card mailed to employee on anniversary date
1+ Years	Announced at monthly staff meeting	
5 Years	Announced at monthly staff meeting	\$50
10 Years	Announced at monthly staff meeting	\$100
15 Years	Announced at monthly staff meeting	\$150
20 Years	Announced at monthly staff meeting	\$200
25 Years	Announced at monthly staff meeting	\$250
30 Years	Announced at monthly staff meeting	\$300
35 Years	Announced at monthly staff meeting	\$300
40 Years	Announced at monthly staff meeting	\$300
45 Years	Announced at monthly staff meeting	\$300

Retirement	Gift/coffee/cake party for staff;
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\_\_\_\_\_  
Indian Health Board

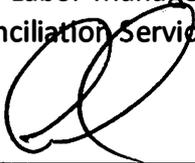
  
\_\_\_\_\_  
SEIU Healthcare Minnesota

4/1/18  
\_\_\_\_\_  
Date

4/1/18  
\_\_\_\_\_  
Date

**Letter of Understanding #3  
between  
Indian Health Board  
and  
SEIU Healthcare Minnesota**

IHB and SEIU will meet on an as needed, mutually agreeable basis to discuss topics relevant to the Labor Management relationship. The Parties will also receive a joint Federal Mediation and Conciliation Service training to facilitate this relationship.



\_\_\_\_\_  
Indian Health Board



\_\_\_\_\_  
SEIU Healthcare Minnesota

4/1/18

Date

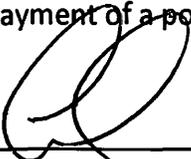
4/1/18

Date

**Letter of Understanding #4  
between  
Indian Health Board  
and  
SEIU Healthcare Minnesota  
Provider Payment Agreement**

All fees and other income attributable to Professional Services (i) performed by a Provider on behalf of Indian Health Board, or (ii) provided by a Provider, in whole or in part, by using Indian Health Board's physical or administrative resources or (iii) from other activities as set forth shall belong to and be the sole property of Indian Health Board.

No salaries, fees or gratuities of any kind (other than de minimis gifts), whether by payment, gift, devise, bequest or otherwise, shall be accepted by a Provider personally from any patient, prospective patient, hospital, professional entity or practice, or payor if the salary, fee or gratuity directly or indirectly constitutes compensation for professional or related services (i) performed on behalf of Indian Health Board, or (ii) provided, in whole or in part, by using Indian Health Board's physical or administrative resources. The fair value of any salaries, fees or gratuities received and retained by the Provider as direct or indirect compensation for professional or related services (i) performed on behalf of Indian Health Board, or (ii) provided, in whole or in part, by using Indian Health Board's physical or administrative resources, shall be deemed to be a payment of a portion of the compensation under this Agreement.

  
\_\_\_\_\_  
Indian Health Board

  
\_\_\_\_\_  
SEIU Healthcare Minnesota

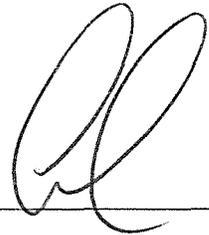
4/1/18  
Date

4/1/18  
Date

Letter of Understanding  
Between  
Indian Health Board  
And  
SEIU Healthcare Minnesota  
September 26, 2019

The parties agree to the following on a non-precedent setting basis:

1. IHB will provide a onetime adjustment for Jocelyn Guler's PTO bank.
2. The added adjustment will be 15 days or 120 hours.
3. Jocelyn will be moved to tier 3 for PTO accrual.



Indian Health Board



SEIU Healthcare Minnesota