

January 1, 2020 through December 31, 2022

Contract Agreement

between

Horizon Public Health and

**American Federation of State, County and
Municipal Employees and
Minnesota Nurses Association**

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into between Horizon Public Health, hereinafter called the Employer, and the American Federation of State, County, and Municipal Employees (AFSCME)/Minnesota Nurses Association (MNA), hereinafter called the Union.

The intent and purpose of this Agreement is to:

- A. Establish certain wages and other conditions of employment.
- B. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application.
- C. Specify the full and complete understanding of the parties.
- D. Place in written form the parties' agreement upon the terms and conditions of employment for the duration of this Agreement.
- E. Provide the basis for a harmonious relationship to insure an effective labor management relationship.

The parties recognize that this Agreement is not intended to modify any of the authority vested in the Employer by the statutes and laws of the State of Minnesota.

ARTICLE 2. RECOGNITION

The Employer recognizes the Union as the exclusive representative under the Public Employment Labor Relations Act (PELRA) for all personnel in the following bargaining unit certified by the Minnesota Bureau of Mediation Services, Case No. 15PCE0198, as follows:

All employees employed by Horizon Public Health, Alexandria, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory and confidential employees.

ARTICLE 3. DEFINITIONS

- A. Union: American Federation of State, County and Municipal Employees / Minnesota Nurses Association.
- B. Employer: Horizon Public Health.
- C. Employee: A member of the exclusively recognized bargaining unit.
- D. Regular Employee: An employee who has completed the required probationary period for newly hired or rehired employees.
- E. Base Pay Rate: The employee's annual or hourly pay rate exclusive of overtime or any other special allowance.

- F. Overtime: Work performed at the express authorization of the Employer in excess of forty (40) hours within a seven (7) day period as determined by the Employer.
- G. Probationary Period: The twelve months of continuous service of newly hired or rehired employees.
- H. Trial Period: The first six months of continuous service after a bargaining unit member is promoted into a different position, after having completed their initial probationary period within the bargaining unit.
- I. Days: Unless otherwise indicated, means calendar days.
- J. Continuous Service: Unceasing service from last date of hire, including approved leaves of absence and periods of layoff unless:
1. The employee accepts another position while on a leave of absence;
 2. The employee fails to accept recall from layoff;
 3. The employee accepts a position outside the bargaining unit.
- K. Demotion: A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.
- L. Layoff: Separation from service with the Employer, necessitated by lack of work, lack of funds, reduction of hours of a full time employee or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
- M. Leave Of Absence: An approved absence from work duty during a scheduled work period with or without compensation.
- N. Promotion: A change of an employee from a position in one job classification to a position in another job classification with more responsible duties and higher compensation.
- O. Pyramiding: The payment of more than one form of premium compensation for the same hours of work.
- P. Temporary Employee: An employee hired on a temporary basis, as designated by the Employer in a position that has little prospect for continue employment. Such employees shall not earn benefits or credit for seniority.
- Q. Emergency: A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.
- R. Regular Part-Time Employee: A member of the bargaining unit assigned to regular position and regularly scheduled to work less than full-time.
- S. Transfer: A change of an employee from one position to another position in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualification.

- T. Regular Compensated Hours: Hours worked, vacation, sick leave, holidays and PTO, excluding donated leave and on-call hours.
- U. Years of Service: For the purpose of calculating years of service after 1/1/2015, a year of service is the equivalent of 1950 regular compensated hours, or 2080 hours for 40 hour per week employees.

ARTICLE 4. UNION SECURITY

In recognition of the Union as the exclusive representative, the Employer shall:

- A. Deduct each month an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deduction in a form agreed upon by the Employer and the Union; and
 1. Remit monthly such deductions to the appropriate designated officer of the Union.
 2. The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.
 3. Monthly send an electronic (Excel) list to both AFSCME and MNA of the names of the employees with deduction amounts and any changes in employment status or demographics.
- B. The Union agrees to represent all members of the unit fairly and without discrimination. The Employer agrees to recognize stewards certified by the Union as provided in this Section, subject to the following: Stewards and other employee Union officers shall not leave their work stations without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for Union business will be limited to the investigation and presentation of grievances to the Employer. Said employees shall be on paid time to investigate or present a grievance.
- C. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suit, orders or judgments including attorney's fees brought or issued against the Employer under the provisions of this Article.
- D. The Union may designate certain employees from the bargaining unit to act as stewards and shall certify to the Employer, in writing, of such choice and designation of successors to former stewards. The Union shall also certify to the Employer a complete and current list of its officers and representative(s).
- E. Non-employee representatives of the Union, previously certified to the Employer as provided herein, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances. The Union agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, or meetings on the Employer's time. The Union shall not use the Employer's premises or facilities for Union business without the prior approval of the Employer.

- F. The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments to office, and Union recreational or social affairs, and any other items. The designated bulletin boards are those located as follows: the labeled area of the bulletin board in each office of Horizon Public Health.
- G. The Employer agrees not to enter into any agreement with the employees, individually or collectively, covered by this Agreement, which in any way conflicts with the provisions of this Agreement.

ARTICLE 5. EMPLOYER AUTHORITY

- A. The Employer retains the full and unrestricted right to operate and direct the affairs of the Employer in all its various aspects including, but not limited to: determine the number of personnel by which such operations and services are to be conducted; select personnel; direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, and operation of the organization; to determine the organization's functions and programs; to determine and set its overall budget and organizational structure; to assign overtime; to determine whether goods or services should be made or purchased; to hire or promote employees; to relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; to determine the utilization of technology and to change or eliminate existing methods, equipment or facilities and to perform any inherent managerial function not specifically limited by this Agreement.
- B. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.
- C. The Employer agrees to apply the terms of this Agreement to all members of the units fairly and without discrimination.

ARTICLE 6. PROBATION AND TRIAL PERIODS

- A. Effective for employees hired January 1, 2020, all newly hired or rehired employees shall be probationary and shall serve a probationary period of twelve (12) months actually worked.
- B. The Employer, at its sole discretion, may discipline or discharge a probationary employee, and such action shall not be subject to the grievance procedure.
- C. All employees promoted to a different bargaining unit position shall serve a trial period of six (6) months actually worked.
- D. The Employer may return a trial period employee to a position in his/her former classification and to his/her rate of pay immediately previous to promotion, at the Employer's discretion. Such action shall not be subject to the grievance procedure.
- E. A trial period employee shall have the right to revert to a position in his/her former classification, and to his/her rate of pay immediately previous to promotion.

ARTICLE 7. SENIORITY

- A. Seniority Lists: Upon request of the Union, the Employer shall establish seniority lists as of the effective date of this Agreement structured by each work classification in order of highest to lowest seniority of all regular employees in the bargaining unit. The Employer shall furnish seniority lists to the Union on an annual basis.
- B. Types of Seniority: There shall be two types of seniority established by the Agreement.
1. Service Seniority, which shall be the total length of continuous service with Horizon Public Health. Based on hours worked.
 2. Classification Seniority, which shall be the total length of service with Horizon Public Health in a specific job classification. Employees, who have worked in more than one classification, shall retain their seniority in each classification. The classifications shall be defined as the following: Home Health Aide, Office Support Specialist, Program Support Specialist, Account Technician, Intake Nurse, Volunteer Coordinator, Health Educator, Social Worker, Registered Dietician, Registered Sanitarian, and Public Health Nurse.
 3. Service credit and classification credit for Horizon employees who transferred from Douglas County Public Health, Pope County Public Health, or Stevens, Traverse, Grant Public Health (inclusive of previous employment with Stevens Traverse Public Health and Grant Public Health) shall be calculated based on years of service with respective employer just prior to Horizon in addition to years of service with Horizon.
- C. Breaks in Seniority: An employee's seniority shall be broken by voluntary resignation, discharge for just cause, retirement or upon completion of a one (1) year probationary period following promotion to a non-bargaining unit position. Following completion of the one year probationary period, an employee promoted to a non-bargaining unit position who returns to a bargaining unit position shall have no seniority status, i.e. becomes the least senior employee.
- D. The Employer is committed to hiring the most qualified candidate for each job vacancy. When all other qualifications are equal, the Employer shall select the applicant with the greater service seniority for the job opening.
- E. For a period of seven (7) days prior to filling such vacant or newly created position, the Employer shall notify employees via HPH email, and shall hand deliver or send via U.S. mail to those employees who do not have a HPH email address notice of all vacant or newly created positions to be filled. Such notices shall state the type of work, the place of work, the rate of pay, normal hours to be worked, and the job classification.

ARTICLE 8. LAYOFF-RECALL

- A. The Employer may lay off an employee due to lack of work, lack of funds or any other legitimate reason deemed necessary by the Employer.

In the event of a layoff or reduction in force, the Employer will notify the Union of the effective date and the number of employees affected by the anticipated layoff. This notice will be given as soon as practicable and, if known, shall include the estimated length of the layoff period. In the event of a layoff or the elimination of a senior employee's job, that senior employee may bump any employee with less seniority within the same or a previously served in equal or lower paying classification, provided that the more senior employee is adequately qualified for the position.

The bumped employee may then bump any employee with less seniority within the same or a previously served in equal or lower paying classification, provided he/she is qualified for the position. This procedure shall continue until an employee does not have seniority or the qualifications to take a position and then that person shall be laid off.

In following this procedure, a full time employee shall not be required to bump a part time position. Each employee displaced by another in the event of elimination of a position shall not exercise his/her seniority and qualifications to take another position until the bumping employee is trained to the satisfaction of the administrator or his/her designee.

- B. Recall rights may be specifically granted by the Employer but shall not exceed twelve (12) months after layoff. The Notice of Recall for any employee who has been laid off shall be sent by U.S. mail certified mail to the last known address of the employee. Recalled employees shall have ten (10) working days after the Notice of Recall is mailed to notify the Employer of their intent to return to work and must report to work within fifteen (15) days of the Notice. The failure of a laid off employee to notify the Employer and report to work within these time periods shall forfeit all recall rights. Employees on layoff shall forward any change of address to the Employer.

ARTICLE 9. GRIEVANCE PROCEDURE

- A. Definition Of A Grievance: A grievance is defined as a dispute or disagreement raised by an employee against the Employer involving the interpretation or application of the specific provisions of this Agreement.
- B. Processing Of A Grievance: It is recognized that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and steward shall be allowed a reasonable amount of time off with pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and steward have notified and received the approval of the Employer, who has determined that such absence is reasonable.
- C. Procedure: Employees are encouraged to attempt to resolve their grievances on an informal basis with their immediate supervisor at the earliest opportunity. If the matter cannot be resolved to the employee's satisfaction by informal discussion, it shall be then processed in accordance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) calendar days after such alleged violation has occurred, present the grievance to the employee's supervisor as designated by the Employer. The

grievance shall be presented in writing, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within fifteen (15) calendar days after receipt.

Step 2. A grievance not resolved in Step 1 may be appealed to Step 2 in writing within fifteen (15) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 within fifteen (15) calendar days shall be considered waived.

If appealed, the grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within fifteen (15) calendar days after receipt of such Step 2 grievance.

Step 3. A grievance not resolved in Step 2 may be appealed to Step 3 or 4 within fifteen (15) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 or Step 4 by the Union within fifteen (15) calendar days shall be considered waived.

If appealed to Step 3, the written grievance may, by mutual written agreement, be submitted to mediation through the Minnesota Bureau of Mediation Services.

Step 4. A grievance unresolved in Step 2 which the parties do not mediate or which is unresolved at Step 3 may be appealed to Step 4 and submitted to arbitration.

The Employer and the Union representative may endeavor to select a mutually acceptable arbitrator to hear and decide the grievance or may select an arbitrator in accordance with the Rules established by the Bureau of Mediation Services. Absent any factors beyond the control of the Union or the Employer, both shall endeavor to select an arbitrator within ninety (90) calendar days from the date the Union appeals the grievance to Step 4 of the grievance procedure.

D. Arbitrator's Authority

1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator may not ignore the language of the Agreement to pursue the rule of the shop or other considerations beyond the scope of the written Agreement.
2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

ARTICLE 10. DISCIPLINE

- A. The Employer will discipline employees only for just cause. Discipline will be in one or more of the following forms, as appropriate to the circumstances: oral reprimand with written documentation, written reprimand, suspension, demotion, or discharge.
- B. Employees shall have the right to request that a Union representative be present during an investigatory interview which may lead to disciplinary action.
- C. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. In the case of an oral reprimand, the reprimanded employee will be provided with a "Notice of Oral Reprimand: which includes the date and subject of the reprimand. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.
- D. Employees shall receive a copy of all evaluative and disciplinary entries into their personnel office record and shall be entitled to have the employee's written response therein. Disciplinary matters shall be a proper subject for the grievance procedure.
- E. All employees shall have the right to inspect their personnel file once every six (6) months, during working hours, in the presence of the Employer.
- F. Grievances relating to a suspension or discharge may be initiated by the Union at Step 3 of the grievance procedure under Article 9, Grievance Procedure.

ARTICLE 11. WORK SCHEDULES

The sole authority in setting work schedules is the Employer. Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

- A. Work Week: The work week shall be thirty-seven and one-half (37.5) hours of work for full-time employees in Horizon Public Health. Normal work days shall be Monday through Friday, except for functions operated on a continuous shift basis or requiring departure from the normal schedule.
- B. Work Day: The normal work day for full-time employees shall consist of seven and one-half (7.5) hours plus an unpaid meal period for employees in Horizon Public Health.
- C. Rest Breaks: Employees shall be granted two paid fifteen (15) minute rest breaks per work

shift, one break toward the middle of each one-half work shift, at times designated by the Employer, when the Employer determines that such breaks will not materially interfere with the rendering of services.

- D. Meal Period: An unpaid meal period shall be utilized toward the middle of the work shift.
- E. Work shifts, staffing schedules and the assignment of employees thereto, shall be established by the Employer. Each supervisor will be responsible for establishing parameters for alternative work schedules for their units. Alternative work schedules are not an employee right, but may be offered at the agency's discretion and may be rescinded at any time.

ARTICLE 12. OVERTIME

- A. Non-exempt employees will be compensated at one and one-half (1 ½) times the employee's regular base rate for hours worked in excess of forty (40) in a work week.
- B. No overtime will be worked without the express permission of the employee's supervisor.
- C. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- D. Overtime will be calculated to the nearest fifteen (15) minutes.
- E. By mutual agreement of the Employer and the employee, the Employer at its discretion, may allow the employee to accumulate up to a maximum of forty (40) hours of compensatory time in lieu of overtime.
- F. The use of compensatory time requires prior supervisor approval. Compensatory time off is granted at the discretion of the supervisor and may be taken in one-quarter hour increments. Requests will not be unreasonably denied.
- G. FLSA exempt employees and non-covered individuals shall not be eligible for overtime or compensatory time for time worked in excess of forty (40) hours per week.

ARTICLE 13. ON-CALL AND CALL BACK PAY

Hourly Wages, On-Call Pay and Differentials:

- A. Call Back Bonus: An employee not on-call status who is called back to work by the Employer during the employee's off duty time shall be compensated for a minimum of two (2) hours at a time and one-half rate.
- B. On-Call Distribution: The Hospice On-Call Core Team will be made up of RNs who have voluntarily committed to participate in this program.
 - 1. On-going education for this core group will be provided based on training needs.
 - 2. If the on-call RN is called out between the hours of 12:00 a.m. and 8:00 a.m.

preceding a workday, up to four (4) hours of sick time, PTO or unpaid time may be used that same workday to rest. An employee using unpaid time off for purposes of this section shall continue to earn benefits.

3. All of the time involved responding to a call will be counted as work time, including traveling time, the visit and charting time.
4. Nurses required to travel to respond to a call will be paid mileage.
5. The above shall remain in effect as long as the Hospice On-Call Core Team can meet the needs of the clients as determined by the Public Health Administrator.
6. All hours that a nurse is assigned to be on-call will be included in the seniority credit for purposes of Article 7 Seniority, but shall not apply to benefit increases.

- C. On-Call Rate: On-call employees will be paid three dollars and eighty-three cents (\$3.83) per hour for all hours they are on an on-call status. On-call employees will be compensated at time and one-half (1½) for any time that they are required to report to duty in order to respond to client need.
- D. Holiday On-Call Rate: In addition, Horizon Hospice Health Aides and Nurses who are in on-call status New Year's Day, Martin Luther King Jr. Day, President's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, and Christmas Day will receive an additional ninety dollars (\$90.00).
- E. Shift Differential: Employees working between the hours of 4:30 p.m. and 8:00 a.m. Mondays through Fridays shall be paid a shift differential at the rate of one dollar fifteen cents (\$1.15). The same rate shall be earned for all hours worked on Saturday or Sunday.

ARTICLE 14. INSURANCE

- A. Employees who work thirty (30) or more hours per week shall be eligible for group health insurance.
- B. 2020: The Employer shall contribute six hundred eighty two dollars and twenty-six cents (\$682.26) per month to the cost of single coverage in the Employer's group health plans. The Employer shall contribute one thousand one dollars and seventy-six cents (\$1001.76) to the cost of family coverage in the Employer's group health plan.

2021/2022: In the event that PEIP premiums increase above 2020 rates for 2021 or 2022, the Employer will increase its insurance contribution in proportion to the premium increase, up to seven (7%) percent.
- C. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations, or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act.
- D. The Employer shall pay the premium for a life insurance policy in the amount shown below for all benefit eligible employees covered by this Agreement.
 - 0-5 years of service: \$20,000
 - 6 years or more: \$30,000

- E. The Employer's obligation is to contribute to insurance premiums and shall not be construed as being a provider of insurance benefits. Employees are directed to the insurance policy documents for information regarding their benefits.

ARTICLE 15. HOLIDAYS

- A. The holiday schedule for regular full-time employees shall consist of the following:

<u>Holiday</u>	<u>Observance</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Eve (4 hours)*	December 24
Christmas Day	December 25
Personal floating holiday	

*Employees shall receive a four hour holiday when Christmas Eve falls on Monday through Thursday. Temporary, casual and seasonal employees are not eligible.

With respect to holidays other than Christmas Eve, when the holiday falls on a Saturday, the previous Friday shall be designated as the observed holiday. When a holiday falls on a Sunday, Monday shall be designated as the observed holiday. Temporary, casual and seasonal employees are not eligible for holiday pay.

- B. Employees shall be allowed one (1) floating holiday (7.5 hours) every year. The day shall not carry-over from one year to another and must be taken all on one day (cannot be taken in increments of time (i.e. 15 minutes)). The floating holiday will be made available to a new employee upon successful completion of the probationary period.
- C. A regular part-time employee regularly working 20 hours or more a week shall receive holidays on a prorated basis. The Employer will use a three (3) month look back period to see if an HHA has averaged 20 hours per week or more. If during that period the HHA has averaged 20 hours or more, the HHA will earn prorated holiday benefits for the following three (3) month period.
- D. In order to receive a holiday pay, an employee must be on compensated payroll status the last assigned work shift preceding the holiday and the first assigned work shift following the holiday.

ARTICLE 16. VACATION

(Available only to Employees hired on or before January 1, 2015)

- A. All full-time employees shall be eligible for vacation leave benefits at their current base pay rate, pursuant to the following schedule, provided that vacation leave shall only accrue when an employee is on compensated payroll status:

For the purpose of calculating vacation after 1/1/2015 for 75 hour pay period employees:

<u>Regular Compensated Hours</u>	<u>Accumulated Pro-Rata Monthly</u>
Hire – 7,800	12 days/year
7,801 – 17,550	15 days/year
17,551 – 27,300	20 days/year
27,301 – 37,050	25 days/year
37,051 -	27 days/year

Note - Any employee that accumulates vacation at a rate that exceeds the 27 day maximum as of January 1, 2015 will be grandfathered in at that rate. Maximum accumulation of vacation is 225 hours.

- B. Employees may accumulate vacation up to a maximum of 225 hours.
- C. Requests for vacation leave must be submitted to the employee’s designated supervisor. All vacation requests are subject to the supervisor’s approval. When it is necessary for the Employer to disapprove vacation leave requests because of the number of employees the Employer determines it possible to grant vacation leave at one time, the Employer shall grant such requests first come first served.
- D. Upon complete termination of employment of regular employees, said employee shall be paid for unused accumulated vacation leave. Any vacation severance due to a terminating employee shall be paid at the employee’s base rate at the time of termination.
- E. The Employer encourages all employees to utilize vacation leave for purposes of rest, relaxation, and recreation. However, in the event employees cannot utilize earned vacation leave, the employee will be allowed an optional cash out provision. Cash out will be provided in paychecks closest to May 15th and October 15th. Employees wishing to utilize the cash out provision must notify the Horizon Administrator by May 1st and/or October 1st.
- F. Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.
- G. Vacation shall be utilized in fifteen (15) minute increments.
- H. In the event an employee becomes ill or suffers an injury while taking vacation leave, the vacation leave will be changed to sick leave.

ARTICLE 17. SICK LEAVE

(Available only to Employees hired on or before January 1, 2015)

- A. Sick Leave Accrual: Sick leave is earned at the rate of one day per month, up to a total of 90 days.
- B. Usage: In addition to physical illness of the worker, sick leave may be taken for physical illness or injury of immediate relatives such as spouse, children (regardless of age), parents, and parents-in-law, stepparents, siblings, grandchildren, or grandparents. An employee may use sick leave for themselves or the relatives listed above as safety leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking as defined in MN Statute 181.9413 (as amended). It may be taken to meet dental or ocular appointments and to take physical examinations or other sickness prevention measures.

The use of sick leave for safety leave or for the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparents, or stepparent shall not exceed 160 hours in any (12) month period.

- C. Sick Leave Rate of Pay: Employees will be eligible for sick leave at their current rate of pay.

Employees using earned sick leave shall be considered to be working for the purpose of accumulating additional vacation leave or sick leave, except that total consecutive sick leave used may not exceed the maximum accumulation allowed. Only days which an employee would normally have worked will be charged against the employee's sick leave.

1. Notice: To be eligible for sick leave, an employee must notify the department head or supervisor as far in advance as possible of absence.
2. Physician's Certificate: The Employer may, where abuse of sick leave is suspected, require a physician's certificate as evidence that such employee was ill.
3. Leave of Absence (Only for Sickness/Illness/Injury-Physical or Mental): Upon request, a leave of absence for sickness (physical or mental) for reasonable periods, not to exceed a year, may be granted to an employee without having their name removed from the agency roster to a maximum of a year. A leave of absence may be granted when requested in writing if such a request is accompanied by a physician's written statement documenting the inability of the employee to work prior to employment termination. All available accrued time must be used concurrently with the leave of absence. Accrued time will be used in the following order: sick leave, special banked sick leave, comp time, and vacation. Only while an employee is in paid status will benefits accrue, including County payment of its share of the health insurance premiums. At any time during the leave, the department head may request an updated physician's statement. Prior to returning to work from a medical leave of absence, the employee shall provide a physician's statement that the employee is able to return to work.

ARTICLE 18. PAID TIME OFF

(Employees hired as of and after January 1, 2015)

A. Paid Time Off (PTO): The Employer supports a time off policy that allows for a high level of flexibility as it relates to requesting and taking planned time off. However, employees are also expected to exercise discretion and professionalism when requesting time off without advance notice. Paid Time Off (PTO) leave replaces individual sick leave and vacation leave policies and combines them into a single benefit program. PTO leave can be used for any reason, subject to request and approval procedures. As with all paid time off programs, the Employer needs to ensure that service to the public and work requirements are not adversely impacted. The Employer reserves the right to request documentation from a medical provider at any time documenting the nature and duration of the illness or injury and the employee’s inability to perform the duties of his/her position.

PTO leave does not replace HPH observed holidays, jury duty, military leave, funeral leave or court leave. Employees accrue PTO leave based on length of service with HPH. PTO leave is credited each pay period and may not be used until it is posted into the employee’s electronic pay summary.

B. PTO Leave Request – Planned Absences: Employees may request to take earned PTO leave by submitting a request to the supervisor as soon as practical. The amount of advance notice and deviations from it will be determined by supervisor. PTO leave may be used in amounts no smaller than quarter-hour units. Approval of the request is based on work demands within the employee’s work unit. Planned and unplanned leave greater than fifteen (15) continuous workdays requires HPH Administrator approval.

C. PTO Leave Request – Unplanned Absences: In situations when anticipating an absence from work is impossible, the employee must contact their supervisor as soon as possible, preferably prior to the start of work. Unplanned leaves of absence can be used in amounts no smaller than quarter hour units. Additional documentation or medical certification may be required. The Employer reserves the right to limit the amount of unplanned time off taken in a calendar year.

D. Accrual Rates for PTO Leave:

For the purpose of calculating PTO after 1/1/2015 for 75 hour pay period employees:

<u>Regular Compensated Hours</u>	<u>Accumulated Pro-Rata Monthly</u>
Hire – 7,800	22 days/year
7,801 – 17,550	27 days/year
17,551 – 27,300	30 days/year
27,301 – 37,050	33 days/year
37,051 -	35 days/year

For the purpose of calculating PTO after 1/1/2015 for 80 hour pay period employees:

Memorandum of Understanding

Re: Longevity

WHEREAS, Horizon Public Health (HPH) and AFSCME/MNA concluded negotiations of the Collective Bargaining Agreement (CBA);

WHEREAS, the CBA does not provide for longevity payments;

WHEREAS, certain HPH employees whose employment was transferred from Douglas County Public Health, Pope County Public Health and Stevens, Traverse, Grant Public Health were receiving longevity payments from their above named previous employers;


NOW, THEREFORE, the parties stipulate and agree as follows:

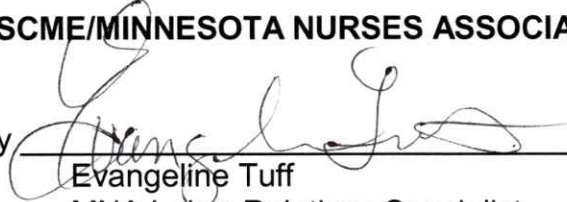
1. HPH employees whose employment was transferred from Douglas County Public Health, Pope County Public Health or Stevens, Traverse, Grant Public Health who were receiving longevity pay on December 31, 2014, shall continue to receive said longevity pay at the rate received on December 31, 2014, but shall not earn or receive further increases in said longevity pay.

All remaining terms of the CBA shall remain in full force and effect.

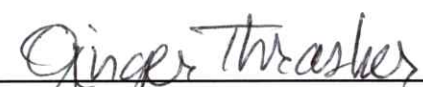
FOR HORIZON PUBLIC HEALTH

FOR AFSCME/MINNESOTA NURSES ASSOCIATION

By 
 Ann Stehn
 Administrator
 Date:

By 
 Evangeline Tuff
 MNA Labor Relations Specialist
 Date

By 
 Larry Lindor
 Board Chairperson
 Date:

By 
 Ginger Thrasher 2.19.2020
 AFSCME Staff Representative
 Date:

Effective: January 1, 2015

Expiration Date: None

**Memorandum of Understanding
RE: Severance Compensation**

WHEREAS, Horizon Public Health (HPH) and AFSCME/MNA (UNION) have concluded negotiations of the Collective Bargaining Agreement (CBA);

WHEREAS, the CBA does not provide for the payment of sick leave severance;

WHEREAS, all accumulated vacation and sick leave, as of December 31, 2014, of all HPH employees whose employment was transferred from Douglas County Public Health, Pope County Public Health and Stevens, Traverse, Grant Public Health was likewise transferred to HPH together with sufficient funds to honor the severance compensation policy of each above named previous employer;


WHEREAS, HPH agrees to honor the severance compensation policy of each above named previous employer in effect at the time of employment of each individual employee;


NOW, THEREFORE, the parties stipulate and agree as follows:

1. HPH employees in good standing whose employment was transferred from Douglas County Public Health, Pope County Public Health or Stevens, Traverse, Grant Public Health and who are eligible for severance compensation owed to an employee at the time of termination or retirement shall be paid severance compensation pursuant to the severance compensation policy of his/her above named previous employer in effect on December 31, 2014. Any restrictions on the payment of sick leave severance contained in Article 19 or any other provision of the CBA shall not apply to the payment of said severance compensation.

All remaining terms of the CBA shall remain in full force and effect.

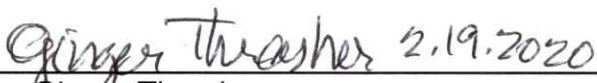
FOR HORIZON PUBLIC HEALTH

By 
Ann Stehn
Administrator
Date:

By 
Larry Lindor
Board Chairperson
Date:

FOR AFSCME/MINNESOTA NURSES ASSOCIATION

By 
Evangeline Tuff
MNA Labor Relations Specialist
Date

By  2.19.2020
Ginger Thrasher
AFSCME Staff Representative
Date:

<u>Regular Compensated Hours</u>	<u>Accumulated Pro-Rata Monthly</u>
Hire – 8,320	22 days/year
8,321 – 18,720	27 days/year
18,721 – 29,120	30 days/year
29,121 – 39,520	33 days/year
39,521 -	35 days/year

PTO leave will not accrue during unpaid leave. Regular part-time employees who work a minimum of 20 hours per week will accrue PTO leave on a prorated basis based on regular hours worked. Home Health Aides (HHA) work irregularly scheduled hours. The Employer shall use a three (3) month look back period to see if an HHA has averaged 20 hours per week or more. If during that period the HHA has averaged 20 hours a week or more, the HHA will earn prorated leave benefits for the following three (3) month period.

- E. Maximum Accumulation: Employees may carry 320 hours of PTO leave into the next calendar year. Unused PTO leave in excess of the 320 hours will expire at the end of the calendar year, except as follows:
 1. Up to 80 hours may be converted to deferred sick leave hours and placed into the employee’s deferred sick leave account.
 2. Employees may submit a request in writing to the HPH Administrator to waive the 320 hour limit.
 3. The HPH Administrator may choose to waive the 320 hour limit for a time period based on exigent circumstances.

- F. Conversion of Excess PTO Leave to Deferred Sick Leave: Excess PTO leave will be eligible for conversion to deferred sick leave hours and placement into the employee’s deferred sick leave account on an hour-for-hour basis annually with the following conditions. Up to 40% of the PTO leave balance, not to exceed eighty (80) hours, may be converted each year provided the employee has used at least 40% of his/her annual accrual during the current calendar year and has a balance of 160 hours. The minimum balance requirement will be determined as of the first payroll in December.

- G. Upon complete termination of employment of regular employees, said employee shall be paid for unused accumulated PTO leave in accordance with Article 21.

ARTICLE 19. DEFERRED SICK LEAVE

Regular full-time employees and regular part-time employees may use deferred sick leave for temporary absences for any of the following reasons:

- A. Deferred sick leave is available to employees who transitioned to HPH with accrued sick leave and to employees electing to convert excess PTO leave to deferred sick leave in accordance with HPH policies. Deferred sick leave can be used only for the employee’s extended leave when certified by a doctor, can be used for the employee’s extended medical leave or to care for immediate family-

spouse, children (of any age), parents and parents-in-law, stepparents, and grandchildren or grandparents. An extended leave for purposes of this policy is defined as one requiring an employee to be out of work for more than three (3) consecutive days, unless absences are caused by an intermittent leave for a serious health condition as defined under F.M.L.A., then the three consecutive days requirement shall not apply.

- B. If an employee knows he/she will be out for more than three (3) consecutive days before the absence, he/she will be eligible to use the deferred sick leave bank from the first day. For example, if an employee has a scheduled surgery where he/she knows in advance he/she will be out for two (2) weeks, the employee will be able to use hours from the deferred sick leave bank starting on the first day of the absence. If an employee is out and expects to return within three (3) days, he/she will use PTO leave. If the medical condition extends beyond three (3) days, the deferred sick leave bank will be applied retroactively and any PTO leave used will be restored to the employee's PTO leave balance.
- C. Once the deferred sick leave bank is exhausted, employees will use PTO leave for all absences covered by the PTO leave program. Leave hours in the deferred sick leave account have no cash value upon termination or retirement. No portion of any hours remaining in the deferred sick leave account will be paid out at termination.

ARTICLE 20. LEAVES OF ABSENCE

- A. Funeral Leave: Regular employees will be permitted to use up to three (3) working days with pay, upon the death of an immediate family member. "Immediate family" for purposes of this section shall include spouse, children, parents, spouse's parents and children, brothers and sisters, brothers and sisters-in-law, grandchildren and grandparents, and step parents of both the employee and spouse, and other persons permanently residing in the household of the employee where a close relationship exists.

Additional amount of time off and leave requested will be determined by the supervisor or HPH Administrator. Additional relatives may be approved for use of bereavement leave on a case by case basis with administrative approval.

Regular part-time employees who work a minimum of twenty (20) hours per week will be permitted to use up to three (3) working days with pay on a prorated basis based on regular hours worked during the most recent look back period.

- B. Jury Leave: Regular full-time and part-time employees will be granted paid leaves of absence for required jury duty. Such employees will be required to turn over any compensation they receive for jury duty, minus mileage reimbursement, to HPH in order to receive their regular wages for the period. Time spent on jury duty will not be counted as time worked in computing overtime.

Employees excused or released from jury duty during their regular working hours will report to their regular work duties as soon as reasonably possible or will take accrued PTO or compensatory time to make up the difference.

Employees are required to notify their supervisor as soon as possible after receiving

notice to report for jury duty. The employee will be responsible for ensuring that a report of time spent on jury duty and pay form is completed by the Clerk of Court so HPH will be able to determine the amount of compensation due for the period involved.

Temporary and seasonal employees are generally not eligible for compensation for absences due to jury duty, but can take a leave without pay subject to HPH Administrator approval. However, if a temporary or seasonal employee is classified as exempt, he/she will receive compensation for the jury duty time.

C. Family Medical Leave:

1. **Purpose.** The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.
2. **General Provisions.** Under this policy, HPH will grant up to 12 weeks (or up to 26 weeks of Military Caregiver Leave) of unpaid job-protected leave during any 12-month period to eligible employees.

Employees must use paid leave during FMLA leave in order to receive compensation. The use of paid leave is subject to eligibility, is dependent on the circumstances of the leave as specified in this policy. This policy may be adjusted as required to comply with provisions of any Federal, State, or Local law regarding the FMLA.

3. **Eligibility.** To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:
 - i. The employee must have worked for HPH or have a service credit carry for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
 - ii. The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence.
4. **Types of Leave Covered.** To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:
 - i. **The birth or placement of a child and to care for that child.** Eligible employees may take FMLA leave for the birth, adoption or foster placement

of a child and to care for the child after birth or placement. The leave must be completed within the first 12 months after birth or placement of the child. Leave to care for a child may not be taken on an intermittent basis.

- ii. **Leave for the employee's own serious health condition.** An eligible employee may take FMLA leave in connection with a serious health condition requiring medical treatment that renders the employee unable to perform the essential functions of their position.
- iii. **Leave to care for an immediate family member with a serious health condition.** Eligible employees may take FMLA leave to care for a legal spouse, child, or parent with a serious health condition requiring medical treatment that renders the family member incapable of participating in their regular daily activities.
- iv. **Military Qualifying Exigency Leave (Leave for a qualifying exigency for families of covered military members on or called to covered active duty).** Eligible employees who are the spouse, parent, son or daughter of a covered service member may take military qualifying exigency leave under FMLA. The requirements for Military Qualifying Exigency Leave are as set out in the FMLA.
- v. **Military Caregiver Leave (Leave to care for a covered service member with a serious injury or illness).** Eligible employees who are the spouse, parent, son, daughter or next-of-kin of a covered service member with a serious injury or illness may take Military Caregiver Leave under FMLA. "Next-of-kin" is as defined under the FMLA. The requirements for Military Caregiver Leave are set out in the FMLA.

5. **Determination of FMLA Leave.** The Employer determines the validity of a bona fide leave under FMLA, based on written certification from a health care provider. In addition, the Employer maintains its right under the federal regulations to determine the commencement and ending of a leave under FMLA. Under no circumstances will an employee have the ability to choose whether a leave qualifies under FMLA and when it will begin and end.

6. **Definitions.** In accordance with the law, the following definitions apply to FMLA leave:
"Caring" for someone includes psychological as well as physical care. It also includes acquiring care and sharing care duties.

An eligible "child" is defined as a biological, adopted or foster child, a stepchild, a legal ward or a child with whom the employee is charged with a parent's rights, duties and responsibilities, which child is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability.

An eligible "parent" includes a biological parent or a person who was charged with a parent's rights, duties and responsibilities over the employee when the employee was under the legal age, but doesn't include in-laws.

"Any twelve-month period" means a time period measured forward from the date the employee's first FMLA leave begins. An employee is entitled to 12 weeks of FMLA leave during the year beginning on the first date FMLA leave is taken; the next 12-month period would begin the first time FMLA leave is taken after completion of any previous 12-month period. In other words, FMLA is triggered by the date of the qualifying event, not by the calendar year.

"Serious health condition" is defined in Federal law, but generally means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider, and includes incapacity requiring absence from work of more than three (3) days that also involves continuing treatment by a health care provider (includes prenatal care).

7. **Notice.** The employee is to give verbal or written notice to his/her supervisor at least thirty (30) days prior to the date on which leave is to begin or if thirty (30) days' notice cannot be given as much notice as practical. If an employee fails to give thirty (30) days' notice for a foreseeable leave with no reasonable explanation for the delay, the leave may be denied until thirty (30) days after the employee provides notice. To the extent possible, planned medical treatment should be scheduled so that it will not unduly disrupt HPH's operations.
8. **Medical Certification.** The employee shall be required to provide medical certification to support a request for leave because of the serious health condition of a child, spouse, parent or the employee. The certification must include a statement that the employee is needed to care for the qualifying relative and must estimate the time that the employee is needed; or that the employee is unable to perform the functions of the job. A "Certification of Physician or Practitioner" form can be obtained from the HPH Administrator.

The form is to be completed by the attending physician or practitioner and submitted to the HPH Administrator within ten (10) days after requested, or as soon as is reasonably practicable.

HPH may require a second (or third) opinion at HPH's expense. If required, HPH will select a health care provider not regularly associated with HPH.

9. **Recertification.** Recertification may be required if the employee requests an extension of the original length approved by HPH or if the employee's circumstances change. Recertification may also be required if there is a question as to the validity of the certification or if the employee is unable to return to work due to the serious health condition.
10. **Intermittent Leave.** Leave requested because of a serious health condition of either a family member or the employee may be taken intermittently or on a reduced schedule if medically necessary. All requests for intermittent leave will be evaluated on a case-by-case basis.
HPH may require the employee to transfer temporarily to an alternative position, with

equivalent pay and benefits that better accommodates the intermittent leave than the employee's regular position.

11. **Fitness for Duty Certification.** HPH may require a medical certificate attesting to the employee's fitness for duty prior to return to work. The fitness for duty report must be based on the particular health condition(s) for which the leave was approved and must address whether the employee can perform the essential functions of his/her regular job.

The HPH Administrator may consult with a physician or other expert to determine reasonable accommodations for any employee who is a "qualified disabled" employee under the ADA (Americans with Disabilities Act). If a fitness for duty certification is required, HPH may deny reinstatement until it is provided.

12. **Job Protection.** Employees returning from Family and Medical Leave will be reinstated in their former position or a position equivalent in pay, benefits and other terms and conditions of employment.

An employee's reinstatement rights are the same as they would have been had the employee not been on leave. Thus, if an employee's position would have been eliminated or an employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

13. **Effect on Benefits.** An employee granted leave under this policy will continue to be covered under HPH's group health and other group insurance plans as may be provided under the same conditions and at the same level of HPH contribution as would have been provided had they been continuously employed during the leave period. If there are changes in the HPH's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job. The employee will be required to continue payment of the employee portion of group insurance coverage.

The employee is responsible for the full payment of premiums for any life, AD&D and disability insurance for which the employee is eligible and enrolled beginning the sixth work day of the unpaid portion of FMLA leave. HPH may choose to continue the HPH's portion if administratively more convenient.

Arrangements for payment of the employee's portion of premiums must be made by the employee with HPH. If an employee's contribution is more than thirty (30) days late, HPH may terminate the employee's insurance coverage (subject to COBRA requirements).

14. **Service Credit.** Service credit does not accrue during any period of unpaid FMLA leave (except as allowed when the leave is covered by worker's compensation). However, service credit accrued prior to commencement of FMLA leave will not be lost.
15. **Use of Accrued PTO Leave, Compensatory Time, or Deferred Sick Leave during Family and Medical Leave.** During the Family and Medical Leave, an employee must use her or his deferred sick leave, accrued PTO leave and compensatory time prior to taking an unpaid leave unless their medical condition/injury is covered by worker's compensation or the absence qualifies under the state Parental Leave law (see Parental Leave Policy). However, this requirement is subject to the employee being

allowed to retain a balance of forty (40) hours of PTO leave.

16. **Impact Regarding Retirement and Pension Plans.** FMLA leave counts as continued service for purposes of retirement and/or pension plans.
17. **Records Retention.** Records on FMLA leave will generally be kept with normal payroll records except that any medical record will be maintained separately as a confidential medical record in accordance with the law.
18. **Failure to Return from FMLA Leave.** Employees who cannot return from an approved FMLA leave at the end of the approved leave period may request an extension (up to the maximum of twelve (12) weeks allowed under FMLA). If the twelve (12) FMLA weeks have already been used, the employee can request to go on a regular unpaid leave of absence. If approved, before unpaid leave begins the employee must use any accrued PTO leave and compensatory time that remains. If the leave is approved and unpaid, the employee will be required to pay the full cost of all group insurance, as provided under COBRA, in order to continue coverage.

If the unpaid leave of absence is not approved or the employee fails to request additional leave, the employee will be considered to have voluntarily resigned. If circumstances beyond the employee's control prevented the employee from requesting additional leave, a retroactive leave request may be allowed, subject to the HPH Administrator's approval.

If an employee fails to return from an FMLA leave and is determined to have voluntarily quit as described above, HPH may seek reimbursement from the employee for the portion of the insurance premiums paid by HPH on behalf of that employee during the period of leave.

If legal spouses both work for HPH, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouses may only take a combined total of 12 weeks of leave. If legal spouses both work for the HPH and each wishes to take leave to care for a covered service member with a serious injury or illness, the spouses may only take a combined total of 26 weeks of leave.

19. **Intent to Return to Work from FMLA Leave.** On a basis that does not discriminate against employees on FMLA leave, HPH may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work. If an employee unequivocally advises the employer that he/she does not intend to return to work, the employment relationship is deemed terminated, and the employee's entitlement to reinstatement, continued leave, and health benefits ceases.
20. **No Retaliation.** HPH does not consider the use of FMLA leave as a negative factor in any employment decision.
21. **Job Related Injury or Illness/Workers Compensation.** All employees are required to report any job-related illnesses or injuries to their supervisor immediately (no matter how minor). If a supervisor is not available and the nature of injury or illness requires

immediate treatment, the employee is to go to the nearest available medical facility for treatment and, as soon as possible, notify his/her supervisor of the action taken. In the case of a serious emergency, 911 should be called.

If the injury is not of an emergency nature, but requires medical attention, the employee will report it to the supervisor and make arrangements for a medical appointment.

Worker's compensation benefits and procedures to return to work will be applied according to applicable state and federal laws.

Employees are expected to immediately report any work-related injury or illness to their supervisor, and document their injury using a First Report of Injury form within one business day of the injury.

22. **Accrued Leave.** Any employee who by reason of sickness or injury receives Workers Compensation benefits shall keep the Workers Compensation benefits and receive from HPH any earned additional differential benefits available from their accumulated PTO leave, or other accumulated leave time; the total weekly compensation including leave and Workers Compensation benefits shall not exceed the weekly base pay rate of the employee. Accrued leave time may be used prior to injury/illness designation as a Worker's Compensation claim.
23. **Status of Fringe Benefits.** The employee will continue to earn all fringe benefits as per this Policy while using his/her accrued PTO leave or other accrued leave time. When the employee has exhausted said leaves, or chooses not to further use said leaves, and is only drawing Workers Compensation, fringe benefits shall cease to be earned, but the HPH's contribution toward health and other group insurance will continue for a maximum period of six (6) months. (The Leave Without Pay policy provides for payment of the HPH's contribution for 90 days) Thereafter, the employee shall be allowed to stay in the group insurance consistent with State and Federal law provided he/she pays the full premium.
24. **Return to Work.** HPH's goal, in compliance with applicable federal and state regulations, is to return injured/ill employees who have sustained a work-related injury to work. Both temporary and permanent job modifications will be considered on a case by case basis.

Every effort will be made to place the injured employee, either temporarily or permanently, within the HPH. In the event that the internal placement efforts do not result in job placement within HPH, the HPH Administrator shall notify the employee, pre-injury supervisor, the Horizon Community Public Health Board and the Workers' Compensation carrier, and may notify said carrier to proceed with outside placement of the injured employee.

D. Military Leave:

1. The parties recognize the duty requirements of members of the military and will comply with the Uniformed Services Employment and Reemployment Rights Act

(USERRA).

2. Employees shall be entitled to the following:
 - a. Leave of absence with pay not to exceed fifteen (15) working days in one (1) year shall be granted to participate in National Guard or Reserve training units of the State or Federal Government when ordered by the appropriate authorities. During such leave there shall be no loss of seniority, sick leave or vacation rights.
 - b. Leave of absence without pay shall be granted for military service in time of war, national or state emergency as proclaimed by the proper Federal or State authorities with reinstatement at the expiration of such leave.

ARTICLE 21. SEVERANCE

- A. Employees in good standing who are terminating employment or leaving employment to draw PERA and Social Security benefits and who are eligible for severance compensation owed to an employee at the time of termination or retirement shall be paid out as follows:

Service credit for Horizon employees who transferred from Douglas County Public Health, Pope County Public Health or Stevens, Traverse, Grant Public Health (inclusive of previous employment with Stevens/Traverse Public Health and Grant Public Health) shall be calculated based on years of service with respective employer just prior to Horizon in addition to years of service with Horizon.

Horizon employees having less than eleven (11) years of service credit shall be paid severance in cash.

Horizon employees having eleven (11) or more years of service credit shall have severance placed in a Health Care Savings Plan (HCSP).

- B. In the event that an employee dies, the appropriate severance payment shall be made to the employee's estate. Payment shall be made at the employee's hourly rate of pay at the time of resignation, retirement or death.
- C. Health Care Savings Plan:
The Employer agrees that if the Union votes to participate in the Health Care Savings Plan under MSRS, the Employer will make the appropriate deductions and forward such deductions to the MSRS. The employees must participate in a manner that meets the requirements of Minnesota Statutes.

ARTICLE 22. ALLOWANCES

- A. Automobile Allowances: Employees who find it necessary, because a Horizon Public Health vehicle is not available to use their private automobiles for job-required travel and who do not receive a car allowance will be reimbursed at the prevailing mileage rate as

established by the Horizon Community Public Health Board, not to exceed the allowable IRS rate.

- B. Meal Allowance: Employees shall be reimbursed for qualifying meals in accordance with Horizon Public Health Policy. Employees shall be reimbursed for meals when visiting a client outside the employee's home base county, if the employee will not be working out of one of the other offices. Receipts for such meal reimbursement shall be submitted on a monthly basis.
- C. Professional License/ Renewal Fee: All employees requiring a license will be eligible for full reimbursement of the cost of each renewal of a professional license.

ARTICLE 23. RESIGNATION

- A. Employees shall provide a minimum of four (4) weeks (20 work days) written notice of their resignation.
- B. An employee who does not submit a written resignation in compliance with the above referenced time lines shall be deemed as having not resigned in good standing, absent compelling circumstances as determined by the Employer.
- C. An employee who does not resign in good standing:
 - 1. Shall be deemed ineligible for rehire, which shall be noted in the Employee's personnel file.
 - 2. Shall forfeit severance benefits.
- D. Resigning while a complaint of misconduct is pending shall be considered not in good standing.
- E. An employee who has been absent from work without approved leave for three (3) days shall be deemed a voluntary quit without notice not in good standing, absent compelling circumstances, as determined by the Employer.

ARTICLE 24. NO STRIKE / NO LOCKOUT

- A. During the term of this agreement and until the right to strike matures, neither the Union, its officers or agents, nor any of the employees covered by the Agreement, will engage in, encourage, sanction, support or suggest any strike, slowdown, absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, the Union shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.
- B. The Employer shall not lock out unit employees.

ARTICLE 25. RIGHT OF SUBCONTRACT

- A. Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement.
- B. In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, and such subcontracting or contracting out shall result in the layoff of current employees of the Employer, the Employer shall notify the Union when such determination is made, but in no case less than ninety (90) calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the impact on the unit.

ARTICLE 26. CLASSIFICATION AND WAGES

- A. Employees shall be paid in accordance with attachment A.
- B. New positions: Prior to implementation, any new position created by the Horizon Public Health Board within the Unit as described in Article 2 will be submitted to the Unit's authorized representative for concurrence or negotiation of placement on the salary schedule.
- C. Promotion: An employee promoted from one work classification to a higher work classification shall be placed on the step of the pay grade for the classification that represents at least a 5% increase.

ARTICLE 27. WAIVER

- A. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- B. This Agreement shall represent the complete agreement between the Union and the Employer.
- C. 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 waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered 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, unless they mutually agree to do so.

ARTICLE 28. SAVINGS CLAUSE

- A. This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

- B. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by the authorized representatives of the Union and Employer. A refusal of either party to modify, vary or alter the terms of this agreement shall not be grievable.

ARTICLE 29. TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2020 through December 31, 2022.

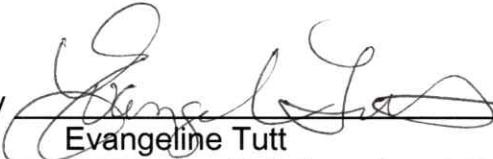
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 16th day of December.

FOR HORIZON PUBLIC HEALTH ASSOCIATION


By 
Ann Stehn
Administrator

By 
Larry Lindor
Board Chairperson
Representative

FOR AFSCME/MINNESOTA NURSES

By 
Evangeline Tutt
MNA Labor Relations Specialist

By  2.19.2020
Ginger Thrasher
AFSCME Staff (19)

By 
Marcia Schroeder, RN
Negotiation Committee

ATTACHMENT A – WAGES

- A. 2020: 2.25% general wage adjustment
 2021: 2.5% general wage adjustment

2022: 2.75% general wage adjustment

B.

TITLE	GRADE
Home Health Aide	2
Office Support Specialist	5
Program Support Specialist	6
Account Technician	7
Volunteer Coordinator	8
Intake Nurse	9
Health Educator	11
Social Worker	12
Registered Sanitarian	12
Registered Dietitian	12
IT Coordinator	13
Public Health Nurse	13
Community health Strategist	14

2020 PAY SCALE

Gra	1	2	3	4	5	6	7	8	9	10
2	15.03	15.49	15.95	16.43	16.91	17.43	17.97	18.50	19.04	19.6
5	17.92	18.45	19.00	19.57	20.15	20.77	21.38	22.02	22.69	23.3
6	18.98	19.56	20.13	20.74	21.36	21.99	22.66	23.34	24.04	24.7
7	20.12	20.72	21.35	21.98	22.64	23.32	24.02	24.75	25.50	26.2
8	21.33	21.96	22.63	23.30	24.00	24.74	25.47	26.24	27.01	27.8
9	22.61	23.29	23.99	24.71	25.44	26.22	26.99	27.80	28.64	29.5
11	25.41	26.17	26.95	27.76	28.60	29.45	30.34	31.26	32.18	33.1
12	26.93	27.74	28.58	29.42	30.32	31.22	32.16	33.13	34.10	35.1
13	28.53	29.40	30.27	31.20	32.13	33.09	34.08	35.11	36.15	37.2
14	30.25	31.18	32.11	33.07	34.05	35.08	36.12	37.22	38.33	39.4

2021 PAY SCALE

Gr	1	2	3	4	5	6	7	8	9	10
2	15.41	15.88	16.35	16.84	17.33	17.87	18.42	18.96	19.52	20.10
5	18.37	18.91	19.48	20.06	20.65	21.29	21.91	22.57	23.26	23.95
6	19.45	20.05	20.63	21.26	21.89	22.54	23.23	23.92	24.64	25.38
7	20.62	21.24	21.88	22.53	23.21	23.90	24.62	25.37	26.14	26.93
8	21.86	22.51	23.20	23.88	24.60	25.36	26.11	26.90	27.69	28.52
9	23.18	23.87	24.59	25.33	26.08	26.88	27.66	28.50	29.36	30.24
11	26.05	26.82	27.62	28.45	29.32	30.19	31.10	32.04	32.98	33.98
12	27.60	28.43	29.29	30.16	31.08	32.00	32.96	33.96	34.95	36.00
13	29.24	30.14	31.03	31.98	32.93	33.92	34.93	35.99	37.05	38.16
14	31.01	31.96	32.91	33.90	34.90	35.96	37.02	38.15	39.29	40.47

2022 PAY SCALE

Gr	1	2	3	4	5	6	7	8	9	10
2	15.83	16.32	16.80	17.30	17.81	18.36	18.93	19.48	20.06	20.65
5	18.88	19.43	20.02	20.61	21.22	21.88	22.51	23.19	23.90	24.61
6	19.98	20.60	21.20	21.84	22.49	23.16	23.87	24.58	25.32	26.08
7	21.19	21.82	22.48	23.15	23.85	24.56	25.30	26.07	26.86	27.67
8	22.46	23.13	23.84	24.54	25.28	26.06	26.83	27.64	28.45	29.30
9	23.82	24.53	25.27	26.03	26.80	27.62	28.42	29.28	30.17	31.07
11	26.77	27.56	28.38	29.23	30.13	31.02	31.96	32.92	33.89	34.91
12	28.36	29.21	30.10	30.99	31.93	32.88	33.87	34.89	35.91	36.99
13	30.04	30.97	31.88	32.86	33.84	34.85	35.89	36.98	38.07	39.21
14	31.86	32.84	33.82	34.83	35.86	36.95	38.04	39.20	40.37	41.58

Effective: January 1, 2016

Expiration Date: None

Memorandum of Understanding

RE: Pay When Meetings/Education End Early

WHEREAS, Horizon Public Health (HPH) and AFSCME Council No. 65 / Minnesota Nurses Association (Union) are parties to a Collective Bargaining Agreement (CBA); and

WHEREAS, scheduled education sessions, conferences or meetings occasionally end early or are cancelled (not at the discretion of the employee) at the end of a pay period;


WHEREAS, such changes at the end of a pay period may result in an employee using PTO in order to receive a regular paycheck;

NOW, THEREFORE, the parties stipulate and agree as follows:

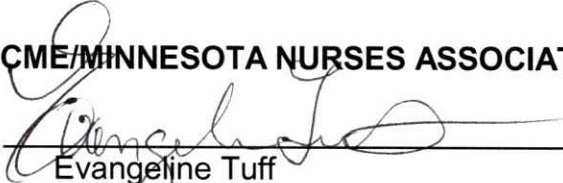
If a scheduled education session, conference or meeting ends early or is cancelled (not at the discretion of the employee) resulting in an employee using PTO in order to receive a regular paycheck, the employee may work additional hours in the following workweek in an amount equal to the number of hours of PTO used, provided that the total number of hours worked by the employee shall not exceed forty (40) hours in the workweek, and the employee's PTO bank shall be increased by the amount of the additional hours worked.

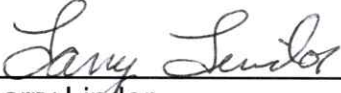
All remaining terms of the CBA shall remain in full force and effect.

FOR HORIZON PUBLIC HEALTH

By 
Ann Stehn
Administrator
Date:

FOR AFSCME/MINNESOTA NURSES ASSOCIATION

By 
Evangeline Tuff
MNA Labor Relations Specialist
Date:

By 
Larry Lindor
Board Chairperson
Date:

By  2.19.2020
Ginger Thrasher
AFSCME Staff Representative
Date