

LABOR AGREEMENT  
BETWEEN  
BEULAH COMMUNITY NURSING HOME d/b/a  
KNIFE RIVER CARE CENTER  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 1593  
PROFESSIONALS' UNIT  
**July 1, 2006**  
**THROUGH**  
**December 31, 2007**

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## **LABOR AGREEMENT**

### **BETWEEN**

**BEULAH COMMUNITY NURSING HOME d/b/a KNIFE RIVER CARE CENTER  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1593**

### **PREAMBLE**

This Labor Agreement (“Agreement”) is made and entered into this 1st day of November, 2005 by Beulah Community Nursing Home d/b/a Knife River Care Center (the “Employer” or “Center”) and the International Brotherhood of Electrical Workers, Local 1593 (the “Union”).

### **ARTICLE 1**

#### **Recognition**

##### **Classification or Title Change**

The Employer recognizes the Union as the exclusive bargaining representative of Employees employed in the unit for which the Union was certified by the National Labor Relations Board in NLRB Case No. 18-RC-17316 as unit Employees’ exclusive representative.

The Employer shall notify the Union at least ten (10) days in advance of implementing any proposed new classification. In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job classification not specified in Article 3 hereof, the issue shall be submitted to the National Labor Relations Board for determination.

The Employer agrees that if other classifications are added to the bargaining unit, the Employer will negotiate with the Union regarding wage rates, and other subjects by mutual agreement.

### **ARTICLE 2**

#### **Successorship**

In the event of a transfer, sale, or assignment of the Employer’s Facility, the Union shall be notified as soon as practical in advance of such action. Upon request of the Union, the Employer agrees to meet and confer about the effects of such transfer, sale, or assignment upon the bargaining unit Employees. This Agreement shall continue to apply to the Employer if the Employer moves the Center to a new location and/or if the Employer changes the name of its health care facility.

**ARTICLE 3**  
**Definition of Employees**

**Employees**

Whenever used in this Agreement, the term “Employees” shall be limited to all full-time and regular part-time registered nurses and licensed practical nurses employed by the Employer at its Facility located at 509 Central Avenue North, Beulah, ND (“Facility”), excluding RN supervisors, RN resident coordinators, RN educators, LPN educators, Employees currently represented by IBEW Local 1593, other professional Employees, managerial Employees and guards and supervisors as defined in the Act, as amended.

**ARTICLE 4**  
**Employee Categories**

This Agreement shall apply to all full-time and regular part-time Employees as defined below:

**Full-Time Employees:** Employees who are regularly scheduled to work 32 hours or more per week or 64 hours or more per pay period.

**Regular Part-Time Employees:** Employees who are regularly scheduled to work less than 64 hours per pay period, but who work at least 16 hours per **four (4) consecutive weeks.**

**College PRN Employees:** College students who actively attend class may not be able to fulfill this requirement. College PRN students will work at least four (4) shifts during their college year and will be allowed to pick up some or all of these required hours during college breaks. In addition, College PRN students will be offered summer employment from June 1<sup>st</sup> to August 1<sup>st</sup>. If a student is enrolled in a summer school program, proof of enrollment into the summer course will be required to be excused from work for that specified period of time.

**ARTICLE 5**  
**No Discrimination**

**Equal Employment Opportunity and Prohibition of Discrimination.**

There shall be no discrimination on the part of either the Employer or the Union in favor of or against any Employee because of his/her membership in the Union or because of his/her acting as an officer or in any other capacity on behalf of the Union. The Union likewise agrees that there will be no discrimination against any person employed by the Employer who does not belong to the Union.

The Employer agrees not to discriminate against any applicant or Employee with respect to his/her hiring, tenure or conditions of employment, nor will they limit, segregate or classify Employees in any way to deprive any individual Employee of employment opportunities because of such individual’s race, color, creed, religion, age, sex or national origin, disability, disability related to pregnancy, harassment on the basis of sex, race, or any other protected characteristic or any other characteristic protected under any other federal, state or local statute, administrative regulation, or ordinance.

## **ARTICLE 6**

### **Management Rights**

Except as specifically limited by the written provisions of this Agreement, the Employer retains the exclusive right to manage all aspects of the Facility, to direct control, and schedule its operations and work force and to make any and all decisions affecting the Facility, whether or not specifically mentioned below. Such prerogatives, authority, and functions shall include but are not limited to the sole exclusive rights to:

1. Hire, promote, demote, layoff, assign, transfer, discipline, suspend, discharge, or reduce individual or multiple Employees' shift duration.
2. Select and determine the number of Employees, including the number assigned to any shift, department, classification, and in different units of the Employer's Facility;
3. To increase or decrease the number of Employees working in any shift, unit, department, or schedule.
4. Direct and schedule the work force including establishing and changing shift/classification durations, starting, ending, break times.
5. Determine the location and type of operation of the Center.
6. Add, modify, discontinue, or remove equipment, materials, or supplies.
7. Determine the methods, procedures, materials, and operations to be utilized by the Employer.
8. Establish, increase, or decrease the number of work shifts and their starting and/or ending times, and to establish shift lengths, and to lengthen or shorten shifts.
9. Promulgate, post and enforce reasonable rules and regulations governing the attendance, conduct, performance, and acts of Employees during work hours.
10. Select supervisory Employees.
11. Make all decisions regarding the training of Employees.
12. Introduce new and improved methods of operations.
13. Establish, change, combine, and determine job content and qualifications.
14. Develop, distribute, and enforce Employee handbooks and Employee-related policies, procedures, forms, and standards, including standards of attendance and conduct.
15. To expand, reduce, consolidate, or reorganize any Department, resident care unit, or any and all other aspects of the Employer's operations.

16. To make any and all other staffing, scheduling, assignment, operational, or other adjustments the Employer deems necessary in light of the Employer's resident census, case mix, availability of staff, workforce skill levels, weather, or any other financial, regulatory, resident care, qualitative, or other objective or consideration.
17. Implement and enforce Employee drug and alcohol testing policies, procedures, and standards to the extent permitted by applicable law.
18. Supplement the Employers Employee workforce through the use of temporary workers, independent contractors, contract labor, or workers provided by sources of qualified staff, including nursing pools, registries, and all other sources of qualified staff.

#### **ARTICLE 7**

#### **Performance of MDS Assessments**

The Employer agrees that the performance of MDS Assessments is to be performed by Bargaining Unit R.N.s, who possesses the requisite training and any required certification, to perform those Assessments. The Employer may have bargaining unit L.P.N.s assist with the performance of MDS Assessments and related tasks. When qualified Bargaining Unit R.N.s and L.P.N.s are not available to perform the duties of this position, the Employer may assign MDS Assessment tasks to supervisory employees, to the extent that the Employer concludes that such assignments are necessary in order to properly complete those Assessments on a timely basis. The Employer will make an ongoing good faith effort to assign MDS Assessments to bargaining unit R.N.s, and L.P.N.s consistent with regulatory requirements. Under no circumstances shall this Article, or any other provision of this Agreement, be construed in a manner which would leave the Employer unable to properly complete the timely execution of MDS Assessments. The Employer will offer MDS related training to bargaining unit R.N.s and L.P.N.s. The Union agrees it will joint the Employer in encouraging bargaining unit personnel to undergo training, and to develop the requisite skills to perform MDS related Assessments

#### **ARTICLE 8**

#### **Subcontracting**

The Employer and the Union agree that the Employer shall not contract out services that would affect bargaining unit Employees without first notifying the Union of such; and second, make a reasonable effort to meet with representatives of the Union to confer and look at possible alternatives to such subcontracting. Once the Employer has provided that notice and made a reasonable attempt to meet with the Union, the Employer may contract out or subcontract bargaining unit work.

#### **ARTICLE 9**

#### **Cooperation**

The Union agrees for the Employees of the Employer, covered by this Agreement that they will individually and collectively provide high quality Resident care, and that they will use their best efforts to protect the property of the Employer and to serve the Employer's Residents and that

they will cooperate in promoting and advancing the welfare of the Employer's Residents and the Employees and the protection of its service to Residents.

The Employer shall provide the Union, via facsimile or U.S. Mail:

1. A monthly list of current Employees including their mailing addresses.
2. A notice when an Employee is suspended or discharged.
3. A quarterly seniority list.
4. Each new Employee's name, classification, date of hire, no later than the Employee's first payday.

The Employer agrees to allow official Union notices to be posted on a Union bulletin board to be installed at Union's expense. The Union agrees that the Union's bulletin board will be used exclusively for posting Union notices of meeting and/or other Union information, which will in no way be derogatory to the Employer or any individual. The Employer may remove items that violate the above sentence.

**A Joint Safety Committee consisting of representatives of Management and Union employees shall be formed for the purpose of advising Management concerning safety activities. Management and the Unit President will each select their representatives.**

#### **ARTICLE 10** **Stewards**

The Employer recognizes the right of the Union to designate Stewards to handle the official Union business. Stewards will be required to handle Union business on non-work time in non-work areas. The Union may inform the Employer, in writing, as to the names of Employees selected as Stewards. Stewards who are required to clock out for Steward work will not be responsible for any Resident care or staff direction while clocked out for Union business.

#### **ARTICLE 11** **Union Representative Access**

A Union representative shall be permitted to visit the Employer to ascertain that the provisions of this Agreement are being observed and to confer with bargaining unit Employees under the following criteria:

1. The Union shall notify the Employer as to which Business Manager is assigned to the Employer.
2. Such visit will be limited to one (1) time per month and will not exceed one (1) hour in duration.

3. The Business Manager will sign in at the main desk upon arrival and sign out upon departure.
4. Such visit will be limited to the Employee break room unless different arrangements are made between the Employer and Business Manager.
5. Employees meeting with the Business Manager will do so on non-work time. Other meetings requiring the presence of the Business Manager, i.e., grievance meetings, labor/management, etc. will be arranged between the Employer and the Business Manager.

**ARTICLE 12**  
**Labor Management Meetings**

The Employer and the Union agree that during the life of this Agreement, individuals from both parties (not to exceed three from each) be designated, in writing, by each party to the other for the purpose of meeting on a monthly basis or other mutually agreeable time and place so as to apprise the other of problems, concerns, suggestions, ideas, etc., related to the Center to promote better understanding with the other. Either party shall have complete discretion to decline to discuss any issue which it views as inappropriate for labor management meetings. Such meetings shall not be for the purpose of initiating or continuing collective bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement and such meetings shall be exclusive of the grievance and arbitration provisions in this Agreement as grievances shall not be considered proper subjects at such meetings.

**ARTICLE 13**  
**No Strike/No Lockout**

During the life of this Agreement or during any mutually agreed extension of the Agreement, there will be no work stoppage or slowdown and bargaining unit Employees will provide continuous service. Employer agrees that there will be no lockout of the Employees covered by this Agreement. Neither the Union nor its representative will authorize a strike during the life of this Agreement.

**ARTICLE 14**  
**Grievance Procedure**

**Definition of a Grievance.** Should any differences or disputes arise over the interpretation of application or compliance with the terms of this Agreement, there shall be an earnest effort on the part of the parties to settle promptly through the following Steps. Employer grievances begin at Step II (below) by the Employer notifying the Union's Business Manager, who shall be responsible for providing the responses required under this procedure. Neither the Union nor the Employer may bring a grievance against an Employee.

## **Procedure.**

Step I. The Employee shall immediately first informally discuss the grievance with his/her immediate supervisor. A steward may accompany the aggrieved Employee, if he or she so requests.

Step II. If the grievance is not resolved at Step I, it shall be reduced to writing on a mutually acceptable grievance form and submitted to the Union's Business Manager or the Employer's Administrator (or their respective designee(s)) within fourteen (14) days of the action or event which precipitated the grievance (except as to grievances over wages, hours and vacation provisions of this Agreement, such notice shall be timely if given within thirty (30) calendar days after the regular pay day of the period in which the alleged violation occurred). Grievances relating to disciplinary actions shall be timely if received by the Employer within seven (7) calendar days. The Employer's Administrator shall meet with the Union's Business Manager (or their respective designee(s)) in an attempt to resolve the grievance within fourteen (14) calendar days of receipt of a written grievance. The Employer or Business Manager shall have ten (10) calendar days after the Step II conference to respond in writing to the grievance.

Step III. Before requesting a panel of arbitrators, the Employer's Administrator and the Union's Business Manager (or their respective designee(s)) shall meet for the purpose of attempting to resolve the dispute. This meeting is a mandatory condition of arbitration and may only be waived by mutual agreement of the parties.

Step IV. If a grievance is not resolved in Step III, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer's Administrator or Designee or the Union's Business Manager or Designee within ten (10) calendar days following the Step III meeting.

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 seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The Employer and the Union shall each alternatively strike one (1) name, and the order of striking shall be determined by chance. The remaining arbitrator, after each party has made three (3) strikes, shall hear and determine the dispute.

1. If an arbitration is conducted, the authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue.
2. The parties will mutually encourage the arbitrator to issue his or her award, absent mutual agreement of the parties, within thirty (30) calendar days following the close of the record. The award of the arbitrator shall be final and binding upon the Employer, the Union and Employee(s) involved. The fees and expenses of the arbitration shall be

divided equally between the Employer and the Union, provided, however, each party shall bear the expense of preparing and presenting its own case.

3. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. A party's failure to respond to a grievance on any level shall be treated as a denial of the grievance. Failure to follow said time limitations for filing a grievance and/or demanding arbitration shall result in the grievance being permanently barred, waived and forfeited, and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.
4. The parties' obligation to process grievances or to submit any disputes to arbitration under this Agreement shall end upon the expiration of this Agreement, except with respect to grievances, which arose prior to expiration of this Agreement.

## **ARTICLE 15** **Hours of Work and Overtime**

Nothing in this Agreement shall be construed as a guarantee or commitment by the Employer to any Employee of a minimum or maximum number of hours of work per day, per week, or per year.

### **Pay Period**

Each Employee's pay period shall consist of fourteen (14) consecutive days beginning on a day and time which will be set by the Employer and regarding which, Employees will be notified in writing. The Employer may adjust the time/day/start time of the payroll periods with not less than fourteen (14) days' prior notice to the Union and Employees.

### **No Split Shifts**

There shall be no split shifts unless mutually agreeable between the Employee and the Employer.

**Hours of Work -Overtime Pay- When the Employer requires a Nurse to extend, before or after his or her regularly scheduled shift due to an open shift, to assure adequate nurse staffing, the nurse(s) will receive time and a half compensation for extended hours worked.**

### **Posting of Schedules**

**Preliminary schedules shall be posted a minimum of five (5) weeks in advance of Employees' scheduled work. Final schedules will be posted one (1) week in advance of Employee's scheduled work.**

### **Establishment of Schedules**

In the filling of new schedules and in filling vacant positions, the Employer shall give preference to Employees who the Employer, in the exercise of its sole discretion, determines are most

qualified for the position. If the Employer concludes that two or more candidates for a position are equally qualified, the Employer shall award the position to the Employee in accordance with seniority by classifications.

## **ARTICLE 16** **Block Schedule**

### **Block Schedule**

The Employer will develop a block schedule. Employees will be required to bid for and accept block schedule positions. Once the Employer's initial block schedule is complete, Employees may bid on open postings, based upon seniority. The Employer shall have the authority to periodically revise the block schedule.

### **Incentive Pay- Filling Temporarily Open Block Schedule Shifts**

When block schedule shifts become open because of an Employee's illness, vacation, leave, etc., the Employer will fill open shifts as follows; -

**First: By soliciting all Employees to fill open shifts. These shifts will not receive incentive pay. PRN employees are to select shifts to fulfill their PRN requirements. PRN Employees will not receive incentive pay for required hours. If selections are not made by the PRN Employee, they will be scheduled to meet their PRN requirements prior to Step 2.**

**Second: By offering an incentive pay premium to Employees. A list of the remaining open shifts will be posted and Employees may select open shifts. The Employee will make their own selections. PRN Employees may also pick up additional shifts with incentive pay.**

**Third: The Employer will make a good faith effort to staff temporarily open shifts with temporary agency personnel.**

**Fourth: If the Employer's effort to secure agency workers is unsuccessful, Employees shall be required to work in order to cover an open shift and shall be paid incentive pay.**

All shift trades must be pre-approved by the Employer designee.

### **New Hires Filling Open Shifts**

**When a new Employee begins work at KRCC, the new Employee will choose open shifts until his or her choice of block schedule is implemented. The new Employee is not eligible for the incentive pay for the shifts picked up until he or she is scheduled into his or her chosen block.**

**Incentive Pay – Incentive pay shall be \$2.00 per hour.**

**ARTICLE 17**  
**Breaks and Meals**

Employees are entitled to rest periods while working at the Center. Employees are entitled to take a 30 minute uninterrupted break for shifts exceeding five hours. All 30-minute meal breaks are nonpaid breaks. Employees must check with their department head to schedule their break. The Employer will allow two paid 15-minute “coffee” breaks for shifts equal to or greater than eight hours. Any extra breaks taken during the day will be considered a violation of Center rules.

Employees who wish to take part in the Employer’s meal plan must sign their name to the daily sign-up sheet for their designated meal break prior to the noon and evening meals.

Employees may purchase meals at a reasonable cost from the kitchen. Meal ticket slips are available through the kitchen. Only meal ticket slips will be accepted for Employee meals, and will be deducted from each paycheck.

**ARTICLE 18**  
**Seniority**

**Placement on List**

Employees will be credited with seniority as of their first day of employment with the Employer and their names will be added to the seniority list.

**Basis of Seniority**

Seniority will be based on the total compensated hours since an Employee’s most recent date of hire. There shall be separate seniority lists for each classification, which shall include full-time and part-time Employees. Employees working in more than one (1) classification shall accrue hours towards seniority in multiple classifications.

**Seniority List**

The Employer shall, on or before the thirtieth (30<sup>th</sup>) day following the commencement of this Agreement, prepare and post seniority lists by classification of all Employees covered by this Agreement, specifying the seniority of each Employee. Such lists shall be updated **quarterly**.

**Vacant Positions**

All vacant positions, whether in existing or proposed new bargaining unit classification, shall be posted at least seven (7) days before being filled. The Employer may make interim assignments to vacant positions. Such notice shall state the job classification to be filled and if possible, the anticipated shift of work and hours of work per pay period and the qualifications for the position. Employees are encouraged to keep Department Heads apprised of their interest in positions which may become vacant.

Job related qualifications, as determined by the Employer, may include but are not limited to related experience, licensure, certification, and training. If the Employer, in the exercise of its judgment, concludes that multiple Employee applicants for an open position are equally qualified, the Employee applicant with the required qualifications with the most seniority in the classification with the vacant position shall be awarded the position. If no Employee within the classification applies for the position, the most senior qualified applicant outside the classification may be awarded the position. The Employer may assign Employees to particular areas, residents, or tasks as necessary to satisfy regulatory/resident care objectives.

Current Employees, who have applied for a vacant position and who in the Employer's judgment have the requisite qualifications, will be given first consideration and preference before the position will be offered to an outside or newly hired Employee.

### **Transfers**

Employees voluntarily transferring from one classification to another will accrue compensated hours for purposes of seniority, from the date of transfer to the new classification. Employees involuntarily transferred from one classification to another shall retain all previously accrued compensated hours.

### **Loss of Seniority**

All Employees shall lose seniority and seniority shall be broken for any of the following reasons:

1. If the Employee voluntarily resigns;
2. If the Employee is discharged.
3. If the Employee fails to report to work at the expiration of a leave of absence.
4. If the Employee fails to report to work after a layoff within three (3) days after receipt of written /verbal notice of recall by the Employer.

## **Vacations**

For the purpose of this section the Employer will schedule vacations as follows, for the purpose of requesting and scheduling vacation, if two employees who work in the same classification submit vacation requests on the same day the employee with the most classification seniority will be granted the requested time off.

## **Layoffs**

If the Employer exercises, its discretion to temporarily reduce hours or temporarily lay off employees, the Employer will generally first solicit volunteers. If an insufficient number of employees volunteer, then the employer will consider classification seniority, along with resident care, scheduling work load, staffing, employee experience, and other considerations, in selecting employees for temporary hours reduction or layoff.

If the Employer indefinitely lays off or reduces employees' hours the Employer will select employees for indefinite lay off or hours reduction based upon their classification seniority.

## **ARTICLE 19** **Progressive Discipline**

The Employer will provide Employees with progressive discipline to the extent and degree, which the Employer deems appropriate, given an Employee's conduct, performance evaluation, prior discipline (if any), length of service, and other factors which the Employer deems relevant. This provision shall not guarantee or require progressive discipline prior to any particular type of discipline investigatory or disciplinary suspension or discharge, nor shall this Article in any way modify any Employee's at-will employment relationship with the Employer, but any action taken in this regard will be reasonable and fair.

## **ARTICLE 20** **Leaves of Absence**

### **Applying for Leaves of Absence**

Requests for leaves of absence shall be made in writing using Employer forms. Requests for leaves of absence, except emergency medical/disability leave, shall be made at least thirty (30) days in advance, unless otherwise permitted by law. Personal leaves may be granted at the discretion of the Employer.

### **Family Leave/Parental Leave**

After one (1) year of employment, an otherwise eligible Employee may take a leave of absence in accordance with the Family and Medical Leave act (FMLA). The Employer shall have discretion to establish rules regarding issues including measurement periods and the relationship of FMLA leave to other leave, etc. regarding FMLA/Parental Leave as permitted by law. Leaves under various statutes shall be taken concurrently unless otherwise required under law.

### **Military Leave**

An Employee who is required to serve a period of time in the Armed Forces will be compensated. The Employer will make up any difference in pay between regular pay and military base pay with a limit of 30 days per calendar year. An Employee who enlists or is inducted into the Armed Forces is entitled to a leave of absence without pay for the duration of his/her military service, in accordance with federal law.

Such an Employee, upon return from active military duty, shall be given his/her position formerly held in accordance with federal law. Seniority shall accrue during a military leave of absence in accordance with federal law. The Employer shall comply with all applicable state or federal laws relating to such leave.

### **Benefits During Unpaid Leave**

During an unpaid leave of absence, an Employee will not earn or accrue benefits (PTO, SSL, holiday, etc.) or accrue seniority. However, an Employee will not lose any benefits earned prior to the beginning of the leave and will commence earning benefits upon return from the leave.

### **Health Insurance During Leave**

Health insurance may be continued during an unpaid leave of absence if an Employee pays the premium during that period. The Employer shall not pay an Employee's insurance premium or any portion thereof while an Employee is on leave, unless otherwise required by law.

### **Jury Duty Leave**

An Employee called to serve jury duty shall be allowed time off by the Employer and shall be reimbursed for the difference between the amount paid for such jury duty and his/her compensation for regularly scheduled work hours necessarily lost because of such jury duty. Employees on jury duty leave are encouraged to return to the Employer and work those hours otherwise scheduled when the Employee is not serving on the jury. Employees called to serve on a jury must notify their department head as soon as possible so that a replacement may be found. The Employee must provide proof of jury duty and pay received.

## **ARTICLE 21** **Health and Safety**

### **Lab Work/Mantoux Test**

If an annual chest X-ray and/or Mantoux test are required by the Employer, they will be done at the expense of the Employer.

## **Hepatitis Vaccine**

The Employer shall provide Employee's Hepatitis B vaccine at no cost to the Employee should the Employee desire to be vaccinated, after they have completed ninety (90) calendar days of employment.

## **ARTICLE 22** **Miscellaneous**

### **Applicable Law**

Nothing contained in this collective bargaining Agreement shall be construed to impair any of the rights of the Employer, the Union, or the Employees under any of the applicable North Dakota or federal laws.

## **ARTICLE 23** **Security Inspections**

The Employer and the Union wish to maintain a work environment that is free of illegal drugs, alcohol, weapons, and other prohibited items. The Employer therefore prohibits all materials such as these items from entering the Center.

Desks, lockers, and other storage devices may be provided for the convenience of Employees but remains the property of the Employer. Accordingly, these, as well as any articles found within them, can be inspected by any agent or representative of the Employer, at any time, either with or without prior notice to the Employee. **To avoid inspection of any articles, Employees may choose not to bring such items onto the employer's premises.**

## **ARTICLE 24** **Personnel Records**

An Employee shall be entitled to inspect his/her personnel records, in accordance with North Dakota law. If an employee wishes to review his or her file, he or she must request that the Employer's Business Office make his or her personnel records available for review. **Office personnel must be in attendance while the Employee reviews his or her file and the file cannot leave the designated area.**

## **ARTICLE 25** **Continuing Education**

The Employer will offer Employees the opportunity to participate in Continuing Education Units.

**ARTICLE 26**  
**Insurance**

**Health Insurance**  
**Professional Liability Insurance**  
**Vision Insurance**  
**Dental Insurance**  
**Life Insurance**  
**Workers' Compensation Insurance**

- A. During the life of this Agreement, the Employer will offer or provide Health, Vision, Dental, Life, Professional Liability, and Workers Compensation Insurance, to Employees covered by this Agreement under the same terms and with the same coverage, eligibility requirements, deductibles, Employer contributions, limits on the Employer's contributions, carriers, premiums, enrollment periods and other aspects of plans as the Employer offers to other hourly paid Employees.
  
- B. The Employer shall have the right to amend the foregoing plans, including coverage eligibility criteria, deductibles, Employer contributions, limits on the Employer's contributions, carriers, premiums, enrollment periods, and other aspects of the plans, provided any such amendments are also applicable to other of the Employer's hourly Employees. The Employer agrees to give the Union and Employees notice in advance of any such changes, but shall not be obligated to bargain with the Union regarding any such changes.

**ARTICLE 27**  
**Holidays**

The Employer recognizes the following holidays:

New Years Day	Easter
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	

Employees working the above holidays will be paid at the rate of 1 ½ times their base rate of pay. Employees who are scheduled to work on the above holidays will be paid for a 24-hour period beginning at 12:00 a.m.

The Employer will provide Employees working the following holidays with a free meal. No Employee is eligible for free meals except while working the following holidays:

Thanksgiving Day	Noon and evening meal
Christmas Eve	Evening meal
Christmas Day	Noon and evening meal
New Years Day	Noon and evening meal
Easter Sunday	Noon meal

**ARTICLE 28**  
**Paid Time Off**

The Employer shall provide eligible Employees with paid time off (“PTO”). PTO combines vacation, holidays, funeral leave, and sick leave into one benefit.

Availability of PTO:

1. PTO is available to all Employees who are regular full-time, regular part-time and PRN status.
2. Hours are earned and are available for use, to Employees who have a positive PTO balance.
3. Employees are not allowed to carry negative PTO balances or "borrow" PTO hours.
4. PTO hours are earned based on hours Employees are paid each pay period.
5. PTO is not earned on overtime hours.
6. PTO may only be used after an Employee has completed the 90-day introductory period.
7. PTO upon termination: All PTO made available for use after the 90-day introductory period will be paid out with the next scheduled payroll.

Multipliers:

1. PTO earned depends on hours paid and the multiplier used. The longer an Employee remains with KRCC, the larger the multiplier will be. The multiplier is calculated against every hour (except overtime) the Employee is paid, and this results in the PTO hours earned.

2. The following is the amount of time an Employee will earn based on 2080 paid hours:

<u>Years of Service</u>	<u>Multiplier Per Dr. Paid</u>	<u>Full-Time Employees May Earn</u>
1st year	0.0577	120 hours
2 <sup>nd</sup> - 5 <sup>th</sup>	0.0722	150 hours
6 <sup>th</sup> - 10 <sup>th</sup>	0.0866	180 hours
11 <sup>th</sup> - 15 <sup>th</sup>	0.1010	210 hours
16 <sup>th</sup> +	0.1154	240 hours

3. Supplemental Sick Leave is multiplied at .0231 per hour paid.

4. PTO is not to be used when the Employee works.

5. Notification of PTO to be used. It is essential that Employees plan their PTO in advance so appropriate replacements can be assigned.

Additional PTO information:

1. **Planned PTO Usage.** PTO is not automatic. It is every Employee's responsibility to request PTO on the Vacation Request form. The request form must be completed and submitted to the supervisor before the next posted schedule. PTO will be granted according to the needs of the Center.
  - A. PTO may be used at the discretion of the supervisor. Careful planning by the supervisor is required to avoid hardship to the department and/or the Center.
  - B. An Employee will be allowed to take a maximum of two (2) consecutive weeks of PTO. Upon return from two (2) weeks off, that individual must work a minimum of two (2) weeks before additional PTO will be granted.
  - C. A longer period of PTO may be granted based upon a case-by-case review of each Employee's request. The appropriate supervisor and Administrator must approve the extended period of PTO.
2. **Illness/Emergency.** In case of illness or emergency, Employees must give a minimum of three (3) hours' notice prior to the beginning of his/her shift. An illness of a child needing care at home also applies in this case. Failure to give appropriate notice may result in disciplinary action. Employees will be automatically charged for PTO hours when a scheduled shift is not worked.
3. **Illness at Work.** If an Employee becomes ill at work and leaves the Center before the end of his/her shift, he/she should notify his/her supervisor and PTO will be paid for the hours he/she is unable to complete.

4. **Payment.** PTO and supplemental sick leave hours are paid at an Employee's normal rate of pay and are not considered work hours for overtime calculations.
5. **Accrual.** Any Employee may accrue and carry over the PTO amount earned for the current year plus 40 additional hours at the end of the anniversary year.

**ARTICLE 29**  
**Supplemental Sick Leave**

Employees will be eligible for Supplemental Sick Leave according to the following terms:

1. Supplemental Sick Leave is available to all Employees.
2. An Employee who works 40 hours per week will be able to accumulate 48 hours of supplemental sick leave per year.
3. Employees will be able to accumulate up to 480 sick leave hours.
4. Supplemental Sick Leave will not be paid for the first six consecutive workdays or 48 work hours of illness. PTO days will be used for those first six consecutive workdays, or 48 work hours of illness. Supplemental Sick Leave may begin immediately for an Employee having surgery or a hospitalization with a doctor's written medical certification.
5. Employees hired prior to November 7, 1999 will be able to use the old sick leave reserve only after they have used their six consecutive days or 48 work hours.
6. Any Employee hired prior to November 7, 1999 will be able to convert hours accrued under the old sick leave insurance program at a ratio of 25% of the Employee's rate of pay at the time of termination. Any supplemental sick leave earned after November 7, 1999 will not be paid at completion of employment.

**ARTICLE 30**  
**Flexible Spending Account**

The Employer offers eligible Employees a flexible spending benefit that utilizes a pre-taxed program. To qualify, Employees must work a minimum of 30 hours a week and not be a dependent minor. An eligible Employee may become a participant in the plan on the first day of the month following 180 days of employment. The benefit plan and policies available will be disclosed at sign up time.

**ARTICLE 31**  
**Retirement Benefits**

The Employer offers a retirement program which allows Employees the opportunity to save for retirement. An Employee may choose to participate in a retirement plan immediately upon hire and scheduled work hours. The Employer will match up to 6% of an Employee's gross wages, as long as the Employee contributes equally to the plan after the Employee has completed one year of

employment prior to 403(b) scheduled sign up dates. However, any Employee can withhold more, but the Employer will continue to match only at 6% of the Employee's gross wages. Employees may change their level of participation semi-annually (two times a year).

**ARTICLE 32**  
**Employee Assistance Program**

The Employer provides Employee assistance services to Employees and their immediate family members. Immediate family includes the spouses and/or children living in the same household as the Employee. The Employer's Employee Assistance Program provides up to **three (3)** counseling sessions without cost to the Employee or the Employee's family.

**ARTICLE 33**  
**Wages**

The minimum wage scale for the classifications of work covered by this Agreement shall be as outlined in Appendix A to this Agreement.

**ARTICLE 34**  
**Night Hours Differential**

All RNs and LPNs will, while working as Charge Nurses, on twelve hour shifts from 6:00 p.m. to 6:00 a.m., or who work as Charge Nurses any hours from 12:00 a.m. to 6:00 a.m., be paid a fifty (.50) cent per hour differential for all time worked during that period, other than for time spent attending in-service or similar programs.

**ARTICLE 35**  
**Weekend Premium**

From 6:00 p.m. on Fridays, through 6:00 a.m. on Mondays, RNs and LPNs working as Charge Nurses, shall be paid a one dollar (\$1.00) per hour premium for all time worked during that period.

**ARTICLE 36**  
**Duration and Changes**

**Duration**

This Agreement shall become effective on **July 1, 2006**, and shall remain in effect through **December 31, 2007**.

**Termination and Changes**

Notice of any proposed change, cancellation, or amendment to the Labor Agreement shall be sent by certified mail to the Employer's Administrator or the Union's Business Manager.

It shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate it at least ninety (90) but not more than one hundred twenty (120) days prior to **December 31, 2007** of any year thereafter if it is automatically renewed

In witness whereof the undersigned have caused this Agreement to be executed the day and year first above written.

**THE EMPLOYER:**

**BEULAH COMMUNITY NURSING HOME  
d/b/a KNIFE RIVER CARE CENTER**

By \_\_\_\_\_  
Its Chief Executive Officer

By \_\_\_\_\_  
Its Board of Directors President

**Attested:**

By \_\_\_\_\_  
Its Board of Directors Secretary

Date: \_\_\_\_\_, 2006

**THE UNION:**

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
LOCAL 1593**

By \_\_\_\_\_  
Its Business Manager

By \_\_\_\_\_  
Its Professional Unit President

Date: \_\_\_\_\_, 2006



APPENDIX

**Starting Wage Rates**

**The minimum wage scale for the classifications of work covered by this Agreement shall be as outlined in Appendix A to this Agreement.**

**WAGE SCALE**

<b>Old Wages</b>	<b>START</b>
<b>R.N.</b>	\$15.00
<b>LPN</b>	\$12.00

<b>Current Starting Wage</b>	<b>Starting Wage 7/01/06</b>	<b>Current Employee Wage Increase 1/01/07</b>
<b>RN \$15.00</b>	<b>\$17.00</b>	<b>+\$2.00 (=13.33%)</b>
<b>LPN \$12.00</b>	<b>\$13.60</b>	<b>+\$1.60 (=13.33%)</b>

**All current licensed staff will receive a bonus based upon hours worked from 7/01/05 through 6/30/06. The bonus will be based upon the difference of the new beginning wage and the previous beginning wage.**

**The bonus will be paid in two increments. July 1, 2006 and September 1, 2006. Years of service will be incremented according to the wage scale.**