

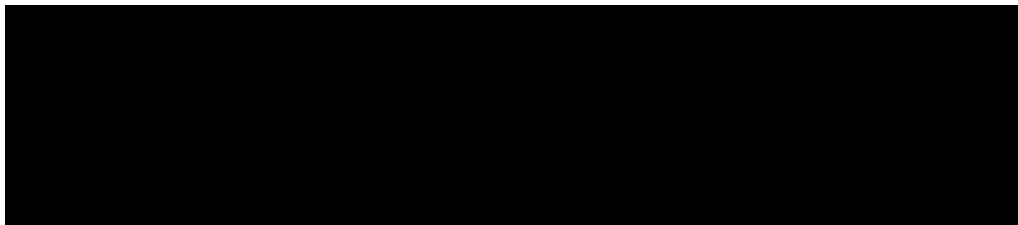
Collective Bargaining Agreement

between

Central Health Care

and

SEIU Healthcare Minnesota



Effective
October 1, 2008
Through
October 1, 2010

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**CENTRAL HEALTH CARE
EMPLOYMENT AGREEMENT**

PREAMBLE

This Agreement made and entered into this 1st day of July, 2005 by and between Central Health Care of LeCenter, Inc., hereinafter referred to as Employer, and its successors, and SEIU Healthcare Minnesota, hereinafter referred to as Union.

Article 1 - Recognition

The Union shall be the sole representative of all the non-professional employees of said Employer in the classifications set forth in Article XII hereof and within the bargaining unit agreed upon by the parties and certified by the National Labor Relations Board (18-RC-9505).

A. Classification or Title Change

In the event that any new or different classification or title not specified in Article XII hereof is established and such classification or title is not within the bargaining unit previously agreed upon by the parties, then the Union shall nevertheless be the sole representative of said employee, the employee shall be included within the terms and conditions of this Agreement, the wage rate of such classification or title shall be negotiated by the Employer and the Union and the rate agreed upon become a part of this Agreement as of the date such classification or title was established, if (1) the new or different classification or title as of the date of its establishment involves functions and duties identical to those pertaining to an existing classification or title, or (2) the new or different classification or title as of the date of its establishment involves functions substantially similar in their nature, character and scope to those performed in whole or in part in an existing classification or title as that existing classification or title existed prior to the creation of the new or different classification or title.

B. Classification or Title Change Referred to Grievance Procedure

In the event that a new or different non-professional classification or title is established which is not set forth in Article XII hereof and previously agreed upon by the parties and which new or different classification or title is not covered by paragraphs (1) or (2) as above set forth, the Union may in writing request that the matter of the inclusion of said new or different non-professional classification or title within the Agreement be referred to the grievance procedure in accordance with Article II of this Agreement.

C. No Change to Defeat Contract

No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No classification or title shall be changed or created, and no employee transferred or promoted, either to positions covered by this Agreement or outside it except upon at least ten (10) days' written notice to the Union whenever possible prior to the effective date of the same, which notice shall specify in detail the proposed change, establishment, transfer or promotion.

D. No 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 or the Employer nor shall there be any discrimination on the part of either the Employer or the Union on account of any individual's sex, age, race, color, creed, national origin or in any other manner prohibited by appropriate state or federal law.

E. No Contradictory Rule

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

F. Steward - Committee

The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, a job steward to handle such routine Union business as may from time to time be delegated to him/her by the Union, in connection with this collective bargaining relationship, which does not unduly interfere with the assigned duty of any employee. The name of such job stewards shall be furnished in writing to the Employer, in a number not to exceed one (1) steward for each twenty-seven (27) beds. Any changes in stewards shall be reported to the Employer in writing. In addition to the above stewards, the Employer also agrees to recognize the Business Representatives of the Union as the proper authority to adjust with the Employer any controversy between the parties to the Agreement as to the meaning and application of the provisions of this Agreement. The Employer agrees to provide a designated Union Steward with a monthly list of newly hired bargaining unit members.

G. Union Security

Article G, Section 1

There is a Collective Bargaining Agreement between the Employer and SEIU Healthcare Minnesota covering wages, hours of work, and other terms and conditions of employment. The Collective Bargaining Agreement provides that the Union is the sole representative for the classification of work for which the Employee is hired. After completion of sixty (60) calendar days of employment (90 days for part-time employees), the Collective Bargaining Agreement provides the Employee with the following two choices:

1. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying an initiation fee and monthly dues.
2. Employees may choose not to become a Union member and pay a service fee and monthly fees. These Employees shall not be able to attend membership meetings or participate in contract negotiations.

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

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

Article G, Section 2

All Employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life of this Agreement, remain members of the Union in good standing as a condition of employment. "In good standing," for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee and standard regular dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Employees covered by this Agreement who elect not to become Union members shall pay to the Union an enrollment fee in an amount equal to the standard initiation fee paid by Employees who become Union members and service fees equal to the standard dues paid by Union members. This payment in no event shall exceed the regular Union dues paid by Union members working an equivalent number of hours.

Payments required by this section shall be made only after an Employee has completed sixty (60) days of employment. The fee required by paragraph one shall be due and payable upon the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter. Payments required by paragraph two are due and payable the first (1st) day of the month following the completion of sixty (60) days of employment and shall be paid by the tenth (10th) day of each month.

Any Employee electing to pay the enrollment and service fee who is delinquent in making the payments required herein for more than thirty (30) days shall be terminated by the Employer without any notice to the delinquent Employee. Termination shall occur within three (3) days after receipt of written notice from the Union to the Employer of such delinquency.

Article G, Section 3 - Dues Deductions – The Employer agrees to deduct Union dues and initiation fees, or comparable enrollment and service fees for employees electing not to become Union members, from the wages of employees who voluntarily provide the Employer with a written authorization to make such deductions. The written authorization shall be irrevocable for a period of one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from the wages of employees in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount, social security number, and names of those for whom such deductions have been made.

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

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

The Union will also send copies to the Employer of the various warning notices sent to the member pursuant to its present practice so that the Employer may take steps designed to keep the employee in good standing.

If the employee does not remain in good standing, as defined above, the Employer shall terminate the employee within three (3) days of written notice to do so from the Union.

The above shall not apply to students or temporary employees who are employed during the summer vacation months (May 15 – September 15) as well as part-time employees who work less than twenty (20) hours in a two-week pay period.

The Union will hold the Employer harmless from any claim made against the Employer because of the operation of this Article.

Article G, Section 4 - Employee Lists – Each month, the Employer will send the Union a list with the following information:

- ❖ New Hires: name, hire date, address, phone number, classification, rate of pay, social security number, and number of hours worked per pay period.

- ❖ Transferred Employees: (This applies to employees transferring within the bargaining unit or transferring into or out of a bargaining unit position.) name, social security number, date of job transfer, position the employee is transferring from and into, new hire information for those employees new to the bargaining unit.
- ❖ Terminated Employees: (from the bargaining unit) name, termination date, classification, and social security number.
- ❖ Employees on Leave of Absence: name, date leave begins, date of return, and social security number.
- ❖ Changes: name changes, address changes, phone number changes, changes in hours per pay period, change in classification, any other changes affecting union membership or dues, and social security number
- ❖ Hourly Reports: monthly lists of all employees in the bargaining unit with actual hours worked by pay period, along with name, social security number, and period the hours cover.
- ❖ Seniority List: one list of all employees in the bargaining unit by seniority with compensated hours to be sent two times per year – January and July

The employer shall provide SEIU Healthcare Minnesota the following data in addition to the member information provided above:

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

Article G, Section 5 - The Employer shall work with the Union in order to process dues and reporting of hours electronically.

H. Union Representative Access – Bulletin Board Available

A bulletin board shall be made available to the Union for the purpose of posting business notices. The Business Agent for the Union or his/her designee shall have access at all reasonable times to such a bulletin board and to other non-patient non-public areas to be designated by the Employer to discharge his/her duties as representative of the Union. It is understood that no posted notice will be derogatory to the Employer, its residents or suppliers. Business Agents of the Union shall notify the Employer in advance, whenever possible, when visiting the Home.

I. Probationary Period

The first ninety (90) days of employment for any new part-time employee shall be a probationary period, during which time the employment of such employee may be terminated with or without cause. In special cases the Business Agent or his/her designated representative may approve an extended probationary period not to exceed an additional sixty (60) days, which approval shall not be unreasonably denied.

Probationary employees shall receive no benefits until they have satisfactorily completed their probationary period, except that they will receive holiday premium for hours worked on designated holidays. Employees who successfully complete their probationary period shall receive credit for benefit accrual from their most recent date of hire.

J. Labor Management Meeting

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

Meetings will be held when the occasion arises for the discussion and/or resolution of reasonable and appropriate subjects, with the Employer's representatives and the Union's representatives in attendance. Either party may request a Labor-Management meeting whenever appropriate; however, the parties will attempt to meet on at least a quarterly basis.

Article 2 – Grievance/Arbitration Procedure

A. Grievance Defined

Any claim of an employee arising out of the interpretation of or adherence to the terms and conditions of this Agreement shall constitute a grievance which shall be handled as follows:

B Procedure

Step One: The employee, with or without a union steward shall discuss the grievance with his/her immediate supervisor which may be the department head or Director of Nursing in an attempt to reach resolution. If a supervisor/department head/DON is not immediately available, such discussion shall be held with the Administrator. Employees should make an attempt, if possible, to hold the discussion within 2-3 days of the occurrence of the grievance.

Step Two: If the grievance is not settled satisfactorily in the above step, the grieving party shall reduce the grievance to writing and present it to the Administrator or his/her designated representative in writing within seven (7) calendar days of the occurrence of the grievance (except that grievances as to wage payments shall be timely if given within fourteen (14) calendar days after the regular pay day for the period in which the alleged violation occurred).

The parties shall meet within seven (7) calendar days of the submission of the grievance and the Administrator or his/her designee shall make a written response within seven (7) calendar days after the meeting to discuss the grievance.

Step Three: If a satisfactory settlement is not reached in the above steps, the grievance shall be submitted by the grieving party in writing with a copy to the other parties, to the FMCS non-binding Grievance Mediation Process within seven (7) calendar days of the Administrator's written answer to the grievance. If a grievance goes to mediation, the time limits in this Article are waived until the parties meet in mediation. The mediation meeting shall be held with any available Commissioner from FMCS and the parties shall attempt to hold the meeting within fourteen (14) calendar days of the written submission of the grievance to this step. In a good-faith attempt to resolve the grievance, the parties will present to each other all exhibits that they will present in arbitration.

Step Four: If no agreement is reached through FMCS Grievance Mediation, the grieving party may progress the grievance to arbitration within fourteen (14) calendar days of the meeting with the mediator in accordance with the following procedure:

1. The party requesting arbitration shall make a written request that the Federal Mediation and Conciliation Service (FMCS) submit a panel of five (5) impartial arbitrators to be furnished to both parties to the Arbitration.
2. When the FMCS has provided the list of arbitrators, the party requesting arbitration shall, within five (5) calendar days of receiving the list, strike two names from the list and notify the other party in writing of the names so stricken.
3. The other party shall, within five (5) days of notification from the grieving party, strike an additional two (2) names and notify the grieving party of the names stricken.
4. The parties shall jointly notify the FMCS of the action taken and the FMCS shall appoint the remaining arbitrator to hear the case grievance.
5. The arbitrator shall meet at a time and place agreeable to the parties and proceed to hear the parties and the witnesses with as much dispatch as possible. The decision of the arbitrator shall be in writing and binding on all parties. The Employer and the Union shall share equally the expenses of the arbitrator and all other agreed upon expenses.
6. Nothing contained in this Agreement shall be construed to impair any of the rights of the Employer, the Union or the employees under the laws of the State of Minnesota.
7. The authority of the arbitrator shall be limited to the making of 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 in any manner modify 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.

C Time Limits

Failure of this aggrieved party to comply with the time limits contained in this Article shall constitute a permanent waiver and bar of such grievance.

Article 3 – General

A. Uniform – Wearing Apparel

If the Employer requires, suggests or in any way indicates the desirability or requirement of wearing apparel of a particular color, pattern, design, or material, then the Employer shall furnish the same without cost to the employee or pay to such employee the following uniform allowance.

All uniforms ordered shall be those uniforms the Uniform Committee has approved.

Employees working fifty-six (56) hours or more per pay period shall have one hundred dollars (\$100.00) paid toward the cost of uniforms annually, if a uniform is ordered by the employee. Fifty dollars (\$50.00) shall be available semi-annually on October 1 and on April 1 thereafter.

Employees who work twenty-four (24) hours or more per pay period but less than fifty-six (56) hours per pay period shall have fifty dollars (\$50.00) paid toward the cost of uniforms annually, if a uniform is ordered by the employee. Twenty-five dollars (\$25.00) shall be available semi-annually on October 1 and on April 1 thereafter.

Employees who work less than twenty-four (24) hours per pay period shall have twenty-five dollars (\$25.00) paid toward the cost of uniforms annually, if a uniform is ordered by the employee. Twenty-five dollars (\$25.00) shall be paid annually thereafter.

New employees shall be required to purchase a uniform within thirty (30) calendar days of hire. The employee shall have one-half of the uniform allowance reimbursed after six (6) months of employment. The employee shall then have the balance paid on the next succeeding April 1 or October 1 dependent on if one (1) or more uniforms have been previously purchased or the employee shall have access to the remaining one-half of the uniform allowance if a uniform is ordered.

The amount of uniform allowance shall be determined by the number of hours worked per pay period.

To receive reimbursement, employees must submit a copy of the receipt for the uniform if the employee has purchased a uniform that has been previously approved by the Uniform Committee outside of the Nursing Home.

If no uniform is required, employees may wear their choice of apparel so long as it conforms with present personnel policy numbers two (2) through eight (8) in the dress code as modified on June 29, 1983. Employees agree to maintain any uniform in a neat and clean condition.

Effective October 1, 2007, the Dietary Department will be included in the uniform allowance benefit.

B. Dining – Locker Facilities

Where employees bring their lunch, a dining room shall be available for their convenience. The Employer will provide a secure place for employees to keep their valuables during working hours. Name tags must be worn by all employees while on duty.

C. Accidental Dish Breakage

Employees shall not be held liable for accidental breaking of dishes during the course of their duties. However, this shall not apply to an employee who continuously breaks dishes due to carelessness or negligence.

D. Relief Periods

Employees scheduled less than six (6) hours shall be entitled to one (1) fifteen minute relief period. Employees scheduled to work six (6) hours shall be entitled to one (1) twenty (20) minute relief period, and employees scheduled to work seven (7) hours or more shall be entitled to two (2) fifteen (15) minute relief periods. The above relief periods shall be included in the scheduled work day and without reduction in pay.

E. Suffer No Higher Benefit Losses

Where wages, hours and other conditions specifically covered by this Agreement are lower than those now received by an individual employee, such employee shall not have such conditions lowered by the execution of this Agreement.

Article 4 – Work Week

A. 40 Hour Week

Eight (8) hours shall constitute a day's work to be completed within eight and one-half (8 1/2) consecutive hours provided, however, that nothing in this Agreement shall be construed as a guarantee of a specific number of hours work per day or per week. As defined elsewhere in this Agreement, seniority shall be considered in assignment of hours. No employee shall work more than seven (7) consecutive days during a two-week period, unless the employee makes a written request for additional hours and a copy of the request is sent to the Union. Except for casual employees who work weekends only, days off shall include at least two (2) Sundays per calendar month. When the employee has a Sunday off, he/she shall be entitled to another day off consecutive therewith. Subject to the provisions of paragraph (e) of this article,, in any case where any full-time employee is now working less than seven (7) consecutive days, no such employee shall be required to work more consecutive days than is now being worked by such employee, except upon payment of overtime at the rate of one and one-half (1 1/2) the straight-time hourly rate of such employee for work performed on the sixth and/or seventh consecutive work day as the case may be, where such sixth and/or seventh consecutive work day is in excess of the number of consecutive work days now worked by such full-time employee.

B. Weekend Call-In

Employees who call in more than one (1) weekend in a rolling six (6) month period may be required to work the following weekend based on the call-in (e.g. one (1) day weekend call-in, one (1) day make up) without premium or bonus pay.

C. Block Scheduling

The Employer shall implement a block scheduling system in the nursing service department. The system will schedule employees for every other weekend off. It is understood that resident needs must be met and the least senior employee may be required to work in accordance with current practice.

D. Departments Maintain Better Schedules

Where any department as a whole is now working less than seven (7) consecutive days, the work schedule of employees assigned to that department as of November 1, 1985, shall not require weekend work except by mutual agreement between the Employer and the Union.

E. Work Week Schedules to Conform - Notices

The Employer shall attempt to post work week schedules fourteen (14) days in advance. Once posted, they shall not be changed unless mutually agreed upon between the Employer and employee. Any subsequent changes in work schedules shall be furnished to the nursing home

designated Union Steward at least one (1) week prior to the effective date of the change. Work schedule changes to adjust for vacation time, leave time, census change, absenteeism, promotions and transfers made pursuant to Article VIII (c) of this Agreement, do not constitute changed schedules, do not require mutual agreement and need not be furnished by the Employer to the Union.

F. Overtime – Time and One-Half

Subject to the foregoing provision, overtime at one and one-half (1 1/2) times the respective straight-time hourly rate shall be paid to the employee for all time worked in excess of eight (8) hours per day or in excess of eighty (80) hours of work in a consecutive two-week pay period, or for work performed on any day scheduled as a day off for such employee. Part-time employees shall not receive premium pay for working on their scheduled day off unless they have worked in excess of eight (8) hours in a single day or eighty (80) hours in any two-week pay period.

G. Mandating

If management determines that shifts that remain unfilled due to unforeseen critical staffing needs in times of emergency (e.g. not vacation/personal holiday) need to be staffed, those shifts will be assigned on a rotating basis to employees who work in the classifications and have the skills and ability to perform the work available in accordance with the following process:

1. Additional shifts voluntarily added to an employee's work schedule will be credited as mandated hours for rotational purposes.
2. Assignments will be made by assigning the first shift to the least senior qualified employee and will be distributed as equally as practical to all qualified employees until the list has been exhausted by rotating through all qualified employees in seniority order. Once the list has been exhausted, the process will be repeated.
3. An employee who has been mandated may offer to fill one-half of a mandated shift during peak hours.
4. An attempt will be made to mandate employees to hours on their normal work shifts but this is not guaranteed.
5. When an employee is assigned mandatory hours, he/she will be responsible for working those hours. Management will exercise its exclusive judgment regarding any request for exception from a mandated shift.
6. When the need for mandating becomes known less than twenty-four (24) hours in advance, the current practice shall apply. However, if the sufficient replacements are not secured, employees may be held over or called in early without reference to the rotation list, however, employees so scheduled shall be credited with mandated hours on the rotation list.
7. Any employee who is absent for mandated hours will not receive credit on the rotation list.

8. The rotation list for each shift will be posted and kept up to date so that all employees can determine their status in the rotation. The posting will indicate the mandated date worked for each employee.
9. No employee can be mandated while on approved vacation/personal holiday.
10. Employees may find their own replacement for mandated shifts at non-overtime or overtime if first approved.

Open hours resulting from vacant shifts in the schedule that the Employer chooses to fill will be noted on the schedule when posted. Employees may sign up for these hours prior to 7:30 a.m. on the Thursday following posting of the schedule. If employees sign up, the hours will be assigned by seniority provided, however, that no assignment requiring overtime pay will be required, irrespective of seniority unless overtime eligibility is specifically noted on the schedule.

Employees who sign up are not obligated to work the open hours signed for until they are awarded the open hours by seniority after 7:30 a.m. on Thursday.

If an employee is awarded the open hours, the hours are considered part of that employee's regular schedule for that pay period and subject to the attendance incentive requirements.

Once the open available hours have been posted from 7:30 a.m. Monday through 7:30 a.m. on Thursday, any remaining hours or hours that become available after the schedule is posted for the pay period in question will be awarded on a first-come-first-serve basis.

H. No Split Shifts

No employee will be required to work split shifts but split shifts are permissible if agreed upon by the Employer, employee and Union, but the Union may not unreasonably withhold its consent.

I. No Time Off in Lieu of Overtime

Employees shall not be required to take time off in lieu of overtime pay. However, an employee, at his request, may be granted time off in lieu of overtime with the approval of the supervisor. Work hours on Saturdays and Sundays shall not be increased by reason of anything contained in this Agreement, but shall be determined by the operating needs of the Employer. Overtime work shall be spread as equally as possible among employees doing the same kind of work possessing the skill and ability to perform the work available. Nothing within this Agreement shall prevent the Employer from calling first upon part-time employees to fill in for full-time employees in cases of sickness, vacations and similar vacancies, nor shall the Employer be compelled by anything in this Agreement to provide overtime work to any employee.

J. Seniority Preference

In the establishment of work week schedules, the Employer shall give preference to employees in accordance with seniority as far as practicable and consistent with proper nursing home management.

K. Trade Days

Employees shall be allowed to trade one of their scheduled days per pay period, including holidays, with the approval of the Department Head. Employee must find own replacement with the skill and ability to perform the work available. Employees involved in a voluntary trade shall not be eligible for seventh consecutive day overtime provided in Article IV (a).

L. If an employee is called to work an unscheduled shift, he/she shall be paid for the entire shift if he/she arrives within one (1) hour from the time of the call. Except if an employee is called three (3) hours or more into the shift, he/she shall only be paid from the time he/she receives the call.

M. If staffing needs make it necessary to change a part-time employee's weekend to work for reasons constituting a schedule change as defined in Article IV (c), the employee will receive two (2) Saturday and Sunday weekends off during the following four (4) weeks. Part-time employees may be scheduled to work more than two (2) Sundays per month, if necessary, in order to cover for vacations only, but will be given off two (2) other consecutive days immediately prior to or after the Sunday worked.

N. Pay Period

The term "pay period," as used in this Agreement, shall not necessarily refer to the date upon which payments to employees are made, but rather the period for which certain benefits, including overtime, are calculated.

O. Employees who are called in for work outside their scheduled shifts shall receive a minimum of four (4) hours pay or actual hours worked, whichever is greater, at the rate of their regular position or the rate of the position which they are called in to fill, whichever is greater, except for maintenance personnel who are called into work on emergency situations (a situation beyond the control of the Employer) for which such maintenance employee shall receive a minimum of one (1) hour's pay or actual time spent, whichever is greater.

P. Inservice

Attendance During Normal Shifts

The Employer agrees to schedule such meetings in conjunction with employee's normal shifts insofar as practical.

Attendance of Meetings on Days Off

Unless an inservice is mandated by the Minnesota Department of Health or other regulatory agency, no employee shall be required to attend an inservice, staff or aide meeting on his/her day off.

Pay for Attending Inservice, Staff or Aide Meetings

All employees will be paid a minimum of one hour's pay or actual time spent at the meeting, whichever is greater, at the applicable rate of pay. Time spent attending the meetings will be considered in determining overtime pay (i.e., more than eight (8) hours per day or forty-eight (48) hours in a one-week pay period or eighty (80) hours in a two-week pay period).

Scheduling Inservice, Staff or Aide Meetings

For Employer-mandated staff meetings, the Employer will schedule the original meeting. If, in the exclusive judgment of management, staffing levels allow, employees will be able to attend the original meeting during regularly scheduled hours. If the meeting is video taped it will be scheduled for four (4) additional showings and employees may be required to attend one of these if they missed the original meeting. If the meeting is conducted live and not recorded it will be repeated two (2) times and employees may be required to attend if they missed the original meeting. In either case, one of the additional dates will be in conjunction with the evening shift. If an employee is unable to attend a live staff meeting or video taped staff meeting or inservice, he/she must be excused prior to the original viewing date by management.

State mandated in-services are video taped and must be viewed by all employees by December 31 of each year as required by the State of Minnesota.

*College students attending school and living away from LeCenter, employees on leaves of absence or off on worker's compensation leave are excepted from attending in-services but are responsible for meeting all applicable licensing requirements.

Q. Daily Staffing Overages

When the Employer determines the need to send staff home, the following process will be followed:

1. The Employer will first seek volunteers by seniority.

2. If there are no volunteers or the number of volunteers is insufficient, the Employer will then send staff home who are working additional hours, recognizing seniority.
3. If there are no volunteers and/or employee(s) working additional hours or if number (1) and (2) above are insufficient, then the Employer will send the least senior employee(s) home.

R. Give Away Days

Employees may give away up to three (3) scheduled shifts per calendar year after the schedule has been posted without impact on accrued hours status for insurance and seniority status provided that they make the request at least one (1) week in advance and receive written permission from the scheduling coordinator after finding a replacement who is, in management's exclusive judgment, fully qualified to perform the work available and provided that the replacement employee does not incur overtime. It is agreed that employees who give away scheduled days under this paragraph will lose the attendance incentive for the pay period provided in Article XII paragraph C.

S. Full-Time Jobs

The Employer will make every reasonable effort to develop full-time positions when, in the Employer's exclusive judgment, it is advisable to do so.

Article 5 – Work Leave

A. Sick Leave - Accumulations

Each regular full-time employee will accumulate one (1) day of sick leave for each month of employment, not to exceed a maximum of thirty-six (36) days.

Part-time employees will accumulate and be paid sick leave at the rate of eight (8) hours for each one hundred seventy-three (173) hours worked.

After an employee has accumulated the maximum accumulation of thirty-six (36) days of sick leave, he/she shall be entitled to receive as a cash bonus, on or before December 15 of each year, one day's pay for each day of accumulated sick leave days that he/she has accumulated in excess of the thirty-six (36) day maximum.

Employees with more than two (2) years of service, who as of their date of termination, have provided the Employer with a minimum of two (2) weeks notice of resignation, worked all hours scheduled* during such notice period and are otherwise in good standing, shall be paid accumulated sick leave as follows:

More than two but less than 5 years of service	50% of accumulated sick leave
More than 5 years of service	100% of accumulated sick leave

*Scheduled vacation and sick calls with a valid physician’s note, if requested, shall be considered working scheduled hours for this section.

An employee who requests to change his/her current schedule to work only every other weekend or on-call and has been employed for more than one (1) year, shall be paid for all accumulated sick leave. Payment shall be made in the payroll period after the period in which the request is granted. Employees who have less than one (1) year of service will have any accumulated sick leave retained, not paid out.

B. Proof if Requested

Each employee shall be entitled to use three (3) sick days per year in case of family illness or emergencies. To be eligible for sick pay for any of the purposes described in this Article the employee must notify his/her department head of the nature of the illness, family illness or emergency, at least one (1) hour (two (2) hours for the eves (3-11) shift and three (3) hours for the night shift) prior to scheduled starting time and shall submit proof of the illness or emergency satisfactorily to the Employer, if requested. The time limits may be waived with the approval of the immediate supervisor after the circumstances have been discussed if they cannot be met for reasons beyond the employee’s control.

On January 1 and July 1 of each year, employees will be notified as to how many sick days they have accumulated.

C. Sick – Disability – Leave of Absence and Guaranteed Return

In the case of illness or physical disability, including pregnancy, which exhausts accumulated sick leave, an automatic leave of absence without pay shall be granted at the employee’s request for a maximum period of one (1) year. No employee shall be entitled to receive a second automatic leave of absence for illness or physical disability unless such employee has returned to active employment for three (3) months or more. The employee’s leave of absence may be extended by mutual agreement between the Employer and the Union. Upon two (2) weeks notice of certification by a competent physician of recovery and ability to do the work required, an employee shall be returned to his/her regularly scheduled position based on his/her seniority.

D. Jury Duty Leave

When an employee receives notice of jury duty, he/she shall notify his/her supervisor at once. He/she will be given leave for such jury duty and will be made whole for loss of pay during that

period. He/she will report for work whenever his/her jury duty does not conflict. Any reasonable rearrangement of work hours, including reshifting of other employees for that purpose, will be made. In making the employee whole, his/her wages will be computed as if he/she had worked on the first shift at straight time and be paid in full therefor, minus the amount evidenced by his/her jury check. In no event shall jury allowance be made in any one year to an employee for over two weeks of such service. Whenever considered necessary by the Employer because of the needs of the business at a particular time or the difficulty of substitution for the particular employee, said employee will cooperate with the Employer in requesting and obtaining a postponement of said jury duty.

E. Leaves of Absence for Other Than Illness – Disability – Pregnancy – Jury Duty

Requests for leave of absence for reasons other than illness, disability, pregnancy or jury duty shall be made in writing and a copy thereof sent to the Union by the Employer. Such requests may be granted at the discretion of the Employer where conditions warrant on a non-discriminatory basis. No such leave of absence shall be granted for gainful employment. Employees granted such leaves of absence shall have the effective date of their seniority changed in accordance with the length of such leaves of absence.

F. Paid Funeral Leave

A leave of absence of up to three (3) days without loss of pay shall be granted in case of death in the immediate family (spouse, father, mother, son, daughter, brother, sister, grandparents, grandchildren and in-laws). Such leave shall be the day of the funeral and the days before and after unless different days are agreed to between the employee and the Employer. The employee must attend the funeral in order to receive funeral leave. An employee shall receive one (1) day without loss of pay to attend the funeral of the employee's or spouse's immediate aunt or uncle. An employee may receive one (1) day off without pay and without having to find a replacement to attend the funeral of a niece or nephew.

G. Paid Voting Time

An employee eligible to vote in the Federal, State or Municipal elections will be allowed time off to vote during the morning of the day on which the election is held. Such employee shall give his/her supervisor advance notice of his/her intent to take time off for voting, and notify him/her of the approximate time he/she expects to be gone.

H. Failure of any employee to return to active duty, or an extension thereof, upon the expiration of any authorized leave of absence shall be considered a voluntary resignation without notice.

Article 6 – Vacations

A. Amount and Calculations of Vacation

Employees will become eligible for vacation days based on continuous service with the Employer as follows:

1. Two (2) weeks (ten (10) days) after one (1) year of service.
2. Three (3) weeks (fifteen (15) days) after seven (7) years of service.
3. Four (4) weeks (twenty (20) days) after fifteen (15) years of service.
4. Five (5) weeks (twenty-five (25) days) after twenty (20) years of service.

Part-time employees shall receive paid vacation days computed by dividing their hours worked by two thousand eighty (2080) to determine the number of days earned. Part-time employees shall receive vacation days based on the actual number of days earned.

B. Vacation Period – Seniority - Payments

Requests for vacations shall be submitted December 1st for the period 1/1-6/30 and June 1st for vacations 7/1-12/31 to be granted by seniority. Such vacation shall be given between the period of January 1 through June 30th and July 1st through December 31, inclusive, in the same calendar year, and in order of seniority unless some other time is mutually agreed upon between the Employer and the employee. Vacation pay shall be paid employees before leaving for their vacations, if requested, at least one (1) week prior to the end of the payroll period immediately preceding the beginning of the vacation. After April 1 of any vacation year, there will be no change of any scheduled vacation time except by mutual agreement between the affected employee or employees and the Employer. For vacations requested after the time periods listed above, the Employer shall respond, in writing, within seven (7) calendar days if possible, but no later than fourteen (14) calendar days, from the time a vacation request is submitted in writing provided, however, that any vacation request must be received by the department head or his/her designee no later than noon, seven (7) days prior to the schedule posting unless agreed to otherwise by the Employee and Employer.

Employees may, by mutual agreement, receive pay in lieu of time off for up to one-half of vacation time earned in any year.

If the employee is laid off, the employee will receive all accrued vacation pay.

C. Terminations – Paid Accruals

Employees who have accrued but not used vacation shall be given pay in lieu of time off provided that they give a minimum of two (2) weeks notice of resignation and work all hours scheduled during the resignation period.

Scheduled vacation and sick calls with a valid physician's note, if requested, shall be considered working scheduled hours for this section.

D. Illness/Disability During Vacation

If an employee becomes ill or disabled during vacation, he/she shall be paid sick pay upon certification by competent physician and shall receive the unused portion of such vacation during the vacation period specified in paragraph (b) of this Article.

E. An employee who requests to change his/her current schedule to work only every-other weekend or on-call and has accrued vacation, shall be paid for all such accrued vacation in lieu of scheduling vacation time off effective when the schedule request is granted. Payment shall be made in the payroll period after the period in which the request is granted.

Article 7 – Holidays

New Year's Day, Easter Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be designated as holidays. Any employee who is required to work on any of these holidays shall be paid at double time his/her rate of pay. Weekend premium, shift differential and attendance incentive for which the employee is eligible will be included in the calculation of hourly rate for holidays actually worked. Should any of said holidays fall on an employee's scheduled day off, such employee shall receive straight-time pay for his/her average work day. Holiday pay for part-time employees not scheduled to work the holiday shall be computed by dividing the employee's compensated hours in the two (2) week payroll period in which the holiday occurs by eighty (80).

In addition to the foregoing, all non-probationary employees shall be entitled to one (1) paid personal holiday per anniversary year. Any employee desiring such a holiday must notify the Employer at least one (1) week before the schedule for the next two week pay period (in which such holiday is to be taken) is posted. In the event that there is a conflict among employees desiring a personal holiday, seniority shall prevail.

Employees with five (5) years of service or more will receive one (1) additional paid personal holiday per anniversary year for a total of two (2) paid personal holidays per year.

Employees with twelve (12) years of service or more will receive one (1) additional paid personal holiday per anniversary year for a total of three (3) paid personal holidays per year.

Employees with eighteen (18) years of service or more will receive one (1) additional paid personal holiday per anniversary year for a total of four (4) paid personal holidays per year.

If an employee wishes to take a personal holiday on a Sunday, that employee will find his/her own replacement.

If a holiday falls during an employee's vacation, such employee will nevertheless be paid the holiday benefit to which he/she would otherwise be entitled. An additional day of vacation may be scheduled in lieu of the above payment.

In order to be eligible for holiday pay, the employee must work his/her scheduled work day immediately preceding and subsequent to the holiday, unless otherwise excused by department head.

For nursing department only starting 1/1/09, employees will work every other holiday.

Article 8 – Seniority

A. Basis of Seniority

Seniority shall be determined by the employee's most recent date of hire (excluding LOA's) in the following order:

1. Regularly scheduled full-time and part-time employees in each job classification. If two or more employees in a classification are hired on the same day, the day and if necessary time that they were offered employment, shall determine seniority order with the earliest offer becoming most senior.
2. On-call employees in each job classification.

B. Nursing Home Seniority

For the purposes of wage increments, vacation benefits, and sick leave benefits, seniority shall be the period of continuous employment with the Employer from the date of hire, whether or not the classification of the employee has changed, excluding LOA of longer than seven (7) work days. Any full-time employee who actually works less than all scheduled hours, not including voluntary/involuntary leave days because of low census (unless excused by the Supervisor and not including compensated time, i.e., sick leave, holidays, vacation, etc.) in each of any three (3) consecutive pay periods, shall have benefits pro rated in the same manner as part-time employees.

Regularly scheduled full-time and/or part-time employees who voluntarily request an on-call position shall be assigned a new seniority date which shall be the date of transfer to the on-call classification. On-call employees will progress on the wage scale as defined in the next paragraph but will not accrue any benefits. If an on-call employee later transfers to a full or part-time classification, his/her seniority date shall be the date of transfer and he/she shall begin accrual of benefits as of the date of transfer. After one (1) year of regularly scheduled hours, the on-call employee's prior seniority status (date of hire) in the classification will be reinstated for purposes of seniority accrual.

On-call employees, to progress to the next step on the wage scale, must actually work a minimum of three hundred (300) hours in their preceding anniversary year. The three hundred (300) hours will be determined each year by the employee's anniversary date of most recent date of hire, not the date the employee went on-call. On-call employees at the start rate will progress to the twelve (12) month rate of the wage scale by passing the sixty (60) day rate if they have worked the three hundred (300) hours as defined above.

To maintain on-call status, employees must comply with State mandated minimum work requirements, in-service and continuing education requirements and if required by the Employer, work a minimum of two (2) days per calendar month.

C. Classification Seniority

For purposes of layoff, recall and job promotion, the following provisions shall apply:

1. Seniority shall be by classification within each department. One seniority list shall include both full-time and part-time employees. A separate seniority list shall be maintained for on-call employees.
2. On-call employees shall accrue seniority based on date of hire or transfer into an on-call position. On-call employees will be laid off first and will be considered for a posted vacancy internally after full and part-time employees.
3. Employees voluntarily transferring from one classification to another or from a regularly scheduled position to an on-call position shall be assigned a new seniority date which shall be the date of the transfer for the purposes of this section (classification seniority) only. Employees transferring involuntarily as provided above shall retain their seniority date.
4. Seniority lists shall be posted and copies furnished the Union upon execution of this Agreement and annually thereafter and at such times not to exceed once each quarter, upon request. Current seniority status shall also be noted on posted work schedules.
5. In reducing employees, the Employer shall do so in reverse order of seniority except that special capabilities may be considered for positions requiring special skills. Vacancies or new positions shall be filled in order of seniority first from employees within the classification. If there are no successful bidders then the position will be filled based on nursing home wide seniority. In either event, special capabilities may be considered for positions requiring special skills. Said vacancies will be posted for seven (7) calendar days excluding Saturdays and Sundays. A copy of said postings shall be given to the designated Unit Steward.

Article 9 – Discharges - Quits

A. No Discharges Without Just Cause

The Employer shall not discharge or suspend an employee without just cause.

B. Discharge – Suspension Notices – Copies to Union

A written notice of any discharge, suspension or written warning shall be mailed to the employee and Union within three (3) working days of imposition of such disciplinary action. Any grievance resulting from discharge or disciplinary suspension shall be in accordance with Article II, of this Agreement, except that any request for arbitration shall be made within fourteen (14) working days of the date of the discharge or suspension. The parties may extend the time limits specified herein by written mutual agreement.

C. Suspension – Time Limits

Disciplinary suspensions may be a minimum of one (1) working day but shall not exceed fourteen (14) working days. However, an arbitrator appointed under Article II may determine a suspension in excess of fourteen (14) working days to be appropriate in lieu of discharge.

D. Termination of Employment

Employees covered by this Agreement electing to resign or quit their employment will give the Employer two (2) weeks written notice and shall continue in the Employer's service during this two (2) week period, with the exception that the employee may leave sooner if a competent replacement can be found by the Employer. The Employer is to furnish printed forms of such resignation.

E. Suspension Pending Investigation

An employee charged with an offense involving discharge may be suspended without pay pending the hearing and decision on the charge.

Article 10 – Replacement Costs

The Employer will pay the cost of replacement of glasses, teeth, etc., if broken or damaged by a resident if witnessed and properly documented. The employee shall present a cost estimate prior to replacement or repair for approval by the Employer.

Article 11 – Social Security

The Employer and the Union shall cooperate and perform all acts necessary to insure coverage of any employees eligible for benefits under the Federal Social Security Act as said benefits may now or hereafter be applicable to any employee.

Article 12 – Wages

A. Pay Days

Definite pay days shall be established on a bi-weekly basis. An employee shall be permitted to know on what basis his/her pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of his/her total take home pay if requested. An employee whose regular day off falls on a pay day shall receive his/her paycheck, if available, on the last scheduled work day before such pay day. Five (5) working days, excluding Sunday, shall be allowed the Employer to make up and distribute the payroll.

B. Wages and Calculations

Effective 10/01/08 all employees shall receive a three percent (3%) wage increase.

Those employees hired on the Nursing Assistant (prior to registration) scale will progress to the start rate of the Nursing Assistant Registered scale upon registration as a Nursing Assistant.

All Maintenance Aides shall be required to have mechanical abilities and be familiar with tools and simple repairs.

Lead persons in each department shall be paid fifteen cents (\$.15) per hour in addition to the above scheduled rates.

If the Assistant Cook classification is reinstated, it will automatically be put back in the collective bargaining Agreement.

A weekend premium of twenty cents (\$.20) per hour shall be paid to all employees working any of the six consecutive shifts beginning 6:30 a.m. Saturday through 6:30 a.m. Monday.

A shift differential of twenty cents (\$.20) per hour shall be paid to all employees working the night shift.

TMA's and Nursing assistants working as TMA's shall receive \$1.50 in addition to their hourly wage as per the NA scale.

C. Attendance Incentive

All non-probationary employees who work all scheduled hours (including paid vacations, holidays, funeral leave, jury duty leave, paid voting time, trade days and days off requested

before the schedule is posted, which are approved by the supervisor) during the payroll period will receive an attendance bonus of twenty-five cents (\$.25) per hour. The attendance incentive for weekend hours will be thirty-five cents (\$.35) per hour. Sick Leave and any unpaid leave will not be considered hours worked, therefore, eliminating the fifteen and/or twenty-five cent bonus for that pay period in which sick leave and/or unpaid time was taken.

Employees may be late one (1) time per calendar year without affecting their attendance incentive if the following requirements are met.

The employee must call in before the start of his/her scheduled shift and must not be more than one (1) hour late. The employee must agree to stay beyond the end of his/her scheduled shift for the same amount of time he/she was late, if requested by the Employer.

Effective July 1, 2000 employees may be late two (2) times per calendar year without affecting their attendance incentive if the requirements noted above are met.

D. Experience Credit Nursing Department

Newly hired nursing assistants with verified experience shall be paid up to fifty percent (50%) their experience and paid in accordance with the following scale:

Upon certification	\$10.29
One (1) year experience	\$10.43
Eighteen (18) months experience	\$10.56
Twenty-four (24) months experience	\$10.82
Thirty-six (36) months experience	\$11.10
Forty-eight (48) months experience	\$11.28
Sixty (60) months experience	\$11.28
Seventy-two (72) months experience	\$11.42
Eighty-four (84) months experience	\$11.58

The Employer reserves the right to exceed the experience credit after consultation with the Union if difficulty arises recruiting experienced nursing assistants.

E. Longevity

Employees shall be eligible for longevity increases based on length of service with the Employer as follows:

5 Years of Service	\$.10 per hour
10 Years of Service	an additional \$.10 for a total of \$.20 per hour
15 Years of Service	an additional \$.10 for a total of \$.30 per hour
20 Years of Service	an additional \$.10 for a total of \$.40 per hour
25 Years of Service	an additional \$.10 for a total of \$.50 per hour

F. Shift Pick-up Bonus for Nursing Department

For working an unscheduled shift on Friday, Saturday, or Sunday, employees shall receive:

- \$10 – 4 hour shift
- \$15 – 6 hour shift
- \$20 – 8 hour shift

Article 13 – Insurance

Effective June 15, 2000 the Employer shall offer a group medical insurance program known as Blue Cross/Blue Shield Comprehensive Major Medical Plan Group Number 5T891-00 to employees who are regularly scheduled to work a minimum of sixty (60) hours per pay period. The insurance will be the same medical insurance program provided to all other employees at the nursing home. Bargaining committee members designated by the Union will be invited to participate in the same number as non-bargaining unit personnel on any committee established and chaired by the Employer to study medical insurance issues. Employees desiring such insurance coverage must properly complete an application prior to their first eligibility date or prior to the annual open enrollment period.

Employees who meet the hours requirement shall be eligible for insurance coverage on the first day of the calendar month following ninety (90) days of employment or on the first day of the calendar month following the month in which they meet the hours eligibility requirement for the first time, whichever date comes later.

Employees who do not participate but are otherwise eligible may apply to join the plan by completing an application during the annual open enrollment period. Coverage for these employees shall be effective the first day of the calendar month following the open enrollment period during which they make timely application.

The Employer shall provide single coverage for those employees who enroll in the plan when eligible to do so and who agree to pay the employee's portion of the premium by written authorization of payroll deduction each pay period. This authorization may be revoked, in writing, which shall be effective at the end of the calendar month at least thirty (30) calendar days subsequent to the written revocation.

The Employer shall pay seventy-five percent (75%) of the average cost of single coverage for eligible employees who choose to participate in the plan and the Employee shall pay the remaining twenty-five percent (25%) of the cost. Cost calculations shall be based on and effective upon notification from the insurance carrier of premium adjustments.

Employees wishing to purchase family or dependent coverage may do so by paying the entire cost of such coverage in excess of the cost of their individual single coverage.

The Employer's obligation for medical insurance payment will terminate upon the earliest of the following occurrences:

1. The date of an employee's termination for any reason.
2. The end of a calendar month in which an employee is, for any reason, assigned a regular work schedule of less than sixty (60) hours per pay period.
3. The end of the calendar month in which the employee has failed to prepay the employee's portion of medical insurance if sufficient funds are not available through regular authorized payroll deduction.

The Employer will provide the Union with a summary plan description of the insurance plan and if the plan changes it shall remain comparable to the current Blue Cross/Blue Shield Comprehensive Major Medical Plan.

The Employer shall pay fifty percent (50%) of any cost increase for single coverage in the plan.

The medical insurance plan noted above shall replace the insurance plan and/or contribution provided for in the 1999 – 2000 collective bargaining Agreement.

The Employer assumes no obligation under the insurance program except to select the insurance carrier who shall be solely responsible for the administration of the policy and the determination of claims as controlled by the specific terms and provisions of the policy.

Article 14 – Management Rights

The management of the Nursing Home shall be deemed the sole and exclusive function of the Employer, specifically but not necessarily limited to:

1. the right to hire, lay off, promote, demote, transfer, discharge or discipline for just cause,
2. require observance of reasonable nursing home rules and regulations,
3. direct the work force,
4. to determine the materials, means and the type of service provided, subject to the restrictions imposed by Federal, State and local laws and as specifically limited by the express provisions of this Agreement.

Article 15 – Minnesota Department of Human Services

The wage and fringe benefit provisions of the Agreement shall be and remain effective only if the Minnesota Department of Human Services approves such wages and fringe benefits in full as allowable costs and only if and as the Employer is paid the full amounts of such wages and fringe benefits by the Minnesota Department of Human Services. In the event the Minnesota Department of Human Services refuses to approve or pay such wages or fringe benefits, the wage and fringe benefit provisions of this Agreement shall be void upon the giving of ten (10) days' written notice from either party to the other, and the parties agree to enter into negotiations to establish a new Agreement. The above shall be read to include any and all State and Federal agencies and legislation and their successors that may control funding and requires immediate funding of wage and benefit increases authorized under 1998 Minnesota Law, Chapter 407.

Article 16 – No Strike No Lockout

There shall be no strike, work stoppage, picketing or lockout during the term of this Agreement.

Article 17 – Employer Paid Mantoux Tests and Physical Examinations

The Employer agrees to pay the cost of any Mantoux tests and/or physical examinations required of the employees in connection with their employment with the Employer.

Article 18 – Labor Management Committee

The Employer and the Union shall participate in Labor/Management training presented by Federal Mediation and Conciliation Service. The Union committee shall consist of the members who participated on the bargaining team. This committee, following training, shall discuss the issues identified during bargaining.

It is agreed that this committee shall have no authority to alter or amend the terms or conditions expressed in this Agreement without the prior written consent of the parties hereto. Neither party can require the other to re-negotiate the terms or provisions of this Agreement except as specifically provided in this Agreement.

Article 19 – COPE Deductions

The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota COPE, \$_____ per pay period from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by SEIU Healthcare Minnesota. These transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee. The Union will hold the Employer harmless from any dispute with an employee concerning deductions made.

Article 20 – Contract Duration

This Agreement shall be effective as of October 1, 2008 and shall remain in full force and effect until October 1, 2010 and from year to year thereafter unless either party shall notify the other party in writing at least ninety (90) days prior to October 1, 2010 of its intention to change, modify, or terminate this Agreement.

The Contract shall be reopened effective October 1, 2009 for the purpose of negotiating wages. The no strike/no lockout provision shall be waived for the purpose of the wage re-opener.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the date(s) below their signature.

Central Health Care of LeCenter

SEIU Healthcare

By _____
Karl Pelovsky, Administrator

By _____
Lance Lindeman, Business Representative

Date _____

Date _____

Nan Chadderdon, Dietary

Deanna Erickson, NA/TMA

Letter of Understanding

During negotiations it was understood that Numbers 2 through 8 in the present Dress Code Policy in the current personnel policies would be modified as follows:

- (2) Hair must be clean and neatly arranged. Long hair tied back.
- (3) Jewelry kept at a minimum.
- (4) Fingernails short and well groomed.
- (5) Apparel must be clean and in repair upon reporting for work.
- (6) Shoes clean and appropriate to the job and work area.
- (7) No low necks, tank tops, halter tops or bib overalls. Some type of hose or socks must be worn.

By _____
Karl Pelovsky, Administrator

By _____
Lance Lindeman, Business Representative

Date _____

Date _____