

# Collective Bargaining Agreement

Between

Robbinsdale Rehabilitation  
and Care Center

and

SEIU Local 113



**Effective**

October 1, 2005

Through

September 30, 2008

Wage Re-Opener 10/1/2008

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between  
Robbinsdale Rehabilitation and Care Center  
and  
SEIU Local 113**

**Preamble**

This Agreement made and entered into as of October 1, 2005, by and between the undersigned Employer, and its successors and SEIU Local 113, hereinafter referred to as the Union.

**Article I – Recognition**

The Union shall be the sole representative of all non-professional employees of said Employer in the classifications set forth in Article X hereof and within the bargaining unit certified by the National Labor Relations Board (18-RC-8566) or previously agreed upon by the parties.

**(A) Recognition**

In the event that any new or different classification or title not specified in Article X hereof is established and such classification or title is not within the bargaining unit certified by the National Labor Relations Board (18-RC-8566) or 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.

**(B) No Change to Defeat Agreement**

No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No employee shall be transferred either to positions covered by this Agreement or outside it except upon written notice to the Union, which notice shall specify the transfer.

**(C) 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 age, sex, race, color, creed or national origin. The Union agrees not to harass or hinder any employee in the performance of his/her duties.

The Employer will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, or status in regard to public assistance.

**(D) 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 provision 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.

**(E) 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, and 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 this Agreement as to the meaning and application of the provisions of this Agreement.

It is the philosophy of Labor and Management that a cooperative relationship is in the best interest of the parties. To this end, Stewards shall be allowed a combined total of eight (8) hours per month on the clock to investigate issues that could lead to or are grievances in an effort to resolve problems expediently and in providing union representation for employees under the Weingarten rights. These hours are paid at straight time and are not accumulative from month to month.

**(F) Union Security**

Section 1 - This Collective Bargaining Agreement provides that the Union is the sole representative for the classifications of work for which the Employee is hired as provided for in Article I – Recognition. After completion of sixty (60) calendar days of employment, this 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.

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 (61<sup>st</sup>) day of employment and must be paid within ten (10) days thereafter. Payments required by paragraph two are due and payable the first (1<sup>st</sup>) day of the month following the completion of sixty (60) days of employment and shall be paid by the tenth (10<sup>th</sup>) 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.

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 Union shall save the Employer harmless from any claim of any employee so terminated.

Section 3 - Employee Lists - Each month, the Employer will send the Union a list with the following information:

- ❖ New Hires: name, hire date, address, 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, 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, and social security number.
- ❖ Employees on Leave of Absence: name, date leave begins, date of return.
- ❖ Changes: name changes, address changes, changes in hours per pay period, regularly scheduled 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.

**(G) Union Representative Access – Bulletin Boards 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 designate shall have access at all reasonable times to such 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. The Business Representative will notify the Administrator or his/her designate of intent to exercise such access to the facility.

**(H) Probationary Period**

The first ninety (90) days of employment of any new employee shall be a probationary period, during which time the employment of such employee may be terminated with or without cause.

**(I) Labor Management Meeting**

1. 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."

2. Initial Employer-paid training time for participants will not exceed eight (8) hours per individual.
3. There will be no more than six (6) participants from Management and six (6) participants from the Union on the Labor/Management Committee.
4. 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.

**(J) COPE**

The Employer agrees to deduct and transmit to SEIU Local 113 COPE contributions on a per pay period basis from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by SEIU Local 113. The transmittals shall occur monthly and shall be accompanied by a list of the names of those employees from whom such deductions have been made and the amount deducted for each employee.

**(K) Dues Deduction**

Voluntary Check-Off – The Employer agrees to deduct Union dues and initiation fees or service fees and enrollment fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization which is irrevocable for a period of one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made by the Employer from the wages of the employees during each calendar month and shall be transmitted to the Union by the tenth (10<sup>th</sup>) of the following month. The Union shall submit a list of the employees from whose pay dues deductions shall be made not later than two (2) weeks prior to the first of each month. The Union shall hold the Employer harmless from any dispute with an employee concerning the deductions made.

In the event that no wages or insufficient wages are due the employee, the deduction will be made from the first wages of adequate amount next due the employee and will be forwarded to the Union.

The Employer will furnish the Union with a list of employees for whom deductions are made.

## **Article II – Grievance and Arbitration**

### **(A) Definition of a Grievance**

For the purposes of this Agreement, a grievance is defined as any dispute between the Employer, Union or any employee relating to the interpretation of, or adherence to the terms and provisions of this Agreement and shall be handled as follows:

### **(B) Step 1**

Any claim of any employee arising out of the interpretation of or adherence to the terms or provisions of this Agreement shall first be taken up with the department head for adjustment and if not then satisfactorily settled, taken up with the Employer or his/her representative and if not then satisfactorily settled, it shall constitute a grievance and shall be submitted for settlement under the grievance procedure herein provided. With respect to any such grievance and with respect to any other dispute arising out of the interpretation of or adherence to the terms and provisions of this Agreement, the aggrieved party shall promptly give written notice of his or her grievance to the other party setting forth the grievance in detail and requesting submission of the grievance for immediate settlement.

### **(C) Step 2**

In no case shall there be any consideration given to any grievance unless such notice is submitted by the aggrieved party to the other party within twenty (20) days after the occurrence of the grievance (except that as to grievance over wages, hours, vacation, and days off provisions of this Agreement, such notice shall be timely if given within thirty (30) days after the regular pay day for the period in which the violation occurred). Failure to give such notice shall constitute a permanent waiver and bar of such grievance.

### **(D) Step 3 – Mediation Option**

In case no settlement can be arrived at between the parties in Step 1 or 2 above, the matter in dispute may be submitted to the Federal Mediation and Conciliation Service for resolution. Both parties must mutually agree to this non-binding mediation procedure. The utilization of Step 3 does not prevent either party from utilizing the Arbitration Procedure in Step 4.

### **(E) Step 4 – Arbitration Procedure**

1. Arbitration – Any grievance alleging a violation of an express provision of this Agreement that has been properly and timely processed through the grievance procedure set forth in Article II of this Agreement and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Employer with written notice of its intent to appeal twenty (20) days after the

Employer has denied the grievance at Step 2 or Step 3 if the mediation procedure is used.

2. Selection of Arbitrator – Not later than twenty (20) calendar days after the Union serves the Employer with written notice of intent to appeal a grievance to arbitration, the Employer and the Union shall jointly request the Federal Mediation and Conciliation Service to furnish to the Employer and the Union, a list of seven (7) qualified and impartial arbitrators. Within ten (10) calendar days after receipt of that list by the Employer, the Employer and the Union shall alternately strike names from the list until only one (1) name remains. The arbitrator whose name remains shall hear the grievance.
3. The decision or award of the arbitrator shall be final and binding upon all parties. The standard of proof shall be the preponderance of the evidence of clear and convincing evidence and never shall the standard be beyond a reasonable doubt. In cases of disciplinary action, the standard of proof shall be clear and convincing evidence. The expenses of the Board of Arbitration shall be borne by the parties equally. The arbitrators shall have no authority to add to, amend or modify any of the provisions of this Agreement.

**(F) Applicable Law**

Nothing contained in this Agreement shall be construed to impair any of the rights of the Employer, the Union or the Employees under any of the applicable State or Federal laws.

**Article III - Miscellaneous**

**(A) Relief and Lunch Periods**

All employees shall be allowed without reduction in pay, one (1) twenty-five (25) minute relief period and a thirty (30) minute unpaid lunch period per shift. If the lunch period is interrupted, an additional thirty (30) minutes shall be allowed following the interruption. The above rest period and lunch period shall be included in the regular work day.

**(B) Suffer No Higher Benefit Losses**

Where hourly 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 condition lowered by the execution of this Agreement.

**(C) Uniform Allowance**

Normally, all bargaining unit employees shall wear hospital scrubs as a required uniform. Such scrubs shall be of different colors to denote different departments and/or classifications. All employees, upon completion of six (6) months of service, shall receive a uniform allowance of ninety dollars (\$90.00). Once an employee has received

his/her initial uniform allowance, he/she shall receive a subsequent uniform allowance of ninety dollars (\$90.00) annually.

#### **Article IV – Work Week**

(A) Work Week

1. Basic Work Period

For employees hired before January 23, 2006 eight (8) hours shall constitute a day's work to be completed within eight and one-half (8½) consecutive hours. For employees hired on or after January 23, 2006 the Employer reserves the right to establish a seven and one-half (7.5) hour workday. No employee shall work more than seven (7) consecutive days during a two-week period, and such days off shall include at least two (2) Sundays per calendar month. When the employee has a Sunday off, he or she shall be entitled to another day off consecutive therewith. In any case, where any 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 (1½) times 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 employee.

2. Flexible Schedules

The Employer and an individual employee may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this section shall be subject to the following provisions:

- a. An individual employee shall have an opportunity to review the alternate work schedule(s) being considered prior to volunteering for flexible work schedules. The employee may limit agreement to specific types of flexible schedules. The Employer shall retain written documentation that any employee has agreed to a flexible work schedule and of the type of work schedule to which the employee has agreed. An employee electing to work schedules under this section, or the Employer, may revoke such election by giving the other party written notice of six (6) weeks.
- b. The basic work period shall be forty (40) hours per week. An employee shall be paid time and one-half (1½) for work in excess of forty (40) hours per week rather than the overtime provisions set forth above. Further, even though the total hours worked during a week may not exceed forty (40) hours,

an employee working in excess of his/her scheduled work day shall be paid at the rate of time and one-half (1½) for all excess time so worked.

- c. Shift differential shall be paid for the entire shift for any shift where the majority of hours worked occurs after 3:00 p.m.
- d. Sick leave shall be accrued at a rate proportionate to that specified in Article VI for employees not working a flexible work schedule. Sick leave shall be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate.
- e. Vacation shall accrue at the rate proportionate to that specified in Article VII for employees not working a flexible schedule and shall be granted in a manner to provide an employee an equal amount of calendar time off as provided for in Article VII.
- f. Holiday pay shall be based on the number of hours regularly scheduled under the flexible schedule.

**(B) Work Week Scheduled to Conform - Notices**

- 1. Work week schedules in conformity with this Agreement shall be furnished to the Union upon request.
- 2. Work schedules shall be posted a minimum of seven (7) days but where certain departments have consistently scheduled notice of schedules with two (2) weeks or more, every effort will be made to continue that practice.

**(C) Overtime – Time and One-Half**

Subject to the foregoing provisions, overtime at one and one-half (1 ½) times the respective straight-time hourly rate shall be paid to the employee for all work 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 employees. 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. Any overtime worked must be approved by the Administrator or his/her representative.

**(D) No Split Shifts**

There shall be no split shifts unless mutually agreed upon by the Employer and the employee, in writing.

**(E) No Time Off in Lieu of Overtime**

Employees shall not be required to take time off in lieu of overtime pay. Work hours on Saturdays and Sundays shall not be increased by reason of anything contained in this Agreement. Overtime shall be spread as equally as possible among employees doing the same kind of work.

**(F) Seniority Preference**

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

**(G) Employee Definitions**

1. **Full Time:** Employees regularly scheduled to work seventy-two (72) or more hours in a two (2) week pay period shall be considered full-time.

It is understood that to remain a full-time employee, an individual must be compensated a total of at least 884 non-overtime paid hours for each six (6) months of the contract year. The paid hours include but are not limited to vacation, holiday(s), paid leaves of absence, and credits for low census days (when asked to leave). Provided however, approved unpaid leaves of absence shall not cause an employee to be reclassified. The Employer will notify each full-time employee of his/her average hours per pay period each January and July. Quarterly notices will be given to those falling behind.

2. **Part-Time:** Employees regularly scheduled to work less than seventy-two (72) hours in a two (2) week pay period shall be considered part-time.

**(H) Night Shift**

For night shift employees, the weekend will be considered to begin at Friday, 11 p.m. and end Sunday, 11 p.m.

**Article V - Holidays**

Employees who have to work the following holidays shall be paid at the rate of double time for work performed on such days: New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and the Employee's Birthday. Effective January 1, 1980 the Employee's Anniversary Date of Hire shall be included in the above paid holidays.

Employees who have completed their probationary period and do not work on the designated holidays shall receive eight (8) hours pay at the regular straight-time rate of

pay as holiday pay; if an employee's day off falls on a holiday, then he or she shall receive an additional day's pay.

No employee shall be required to work both Good Friday and Easter Sunday. Employees who are absent without good cause on the regularly scheduled workday prior to or after the holiday shall not be eligible for holiday pay.

## **Article VI - Leaves**

### **(A) Paid Sick Leave**

Each regular full-time employee will accumulate one (1) day of sick leave for each month of employment not to exceed a maximum of forty (40) days. New employees shall not be eligible for sick leave with pay until they shall have completed six (6) months of continuous employment, at which time they shall have accumulated six (6) days of such leave. Employees eligible for sick leave may use one (1) day of such leave each year as a mental health day.

Any employee desiring to use the one Mental Health Day must request the day, in writing, two (2) days prior to a weekend or day off and one (1) day notice for all other times requested. Any use of such Mental Health Day is contingent on satisfactory staffing of the Employer's facility. There shall be no carry-over of the Mental Health Day.

After an employee has accumulated the maximum accumulation of forty (40) days of sick leave, he or she shall be entitled to receive as a cash bonus, on or before December 31<sup>st</sup> of each year, one day's pay for each day of accumulated sick leave days that he or she has accumulated in excess of the forty (40) day maximum.

To be allowed sick leave, the employee must notify his/her department head at least one (1) hour prior to the beginning of his/her working day shift and two (2) hours prior to the start of his/her evening/afternoon and/or night shift. If proper notification is not given, the employee will be considered absent.

The Employer may request reasonable evidence of such illness.

Sick leave will not be granted for absences from work on the day immediately preceding or following a holiday, weekend, or day(s) off when the employee is not scheduled to work unless satisfactory evidence of such illness is presented to the Employer.

If an employee becomes ill or injured while on duty, he/she must notify his/her immediate supervisor and then report to the Nursing Director; the Nursing Director must be contacted when resuming work schedule.

If a holiday falls during a period an employee is on sick leave, he/she shall receive his/her regular rate of pay for that day and it shall not be subtracted from his/her accumulated sick pay.

### **Sick Leave for Care of Ill Children**

An employee with twelve (12) calendar months of service may use personal sick leave benefits provided by the Employer for absences due to an illness of the employee's child for such reasonable periods as the employee's attendance with the child may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own illness.

### **(B) Sick – Disability – Pregnancy – Leave Extended and Guaranteed Return**

In the case of illness, physical disability or pregnancy which exhausts accumulated sick leave, an automatic leave of absence without pay shall be granted at the employee's request for the amount of his or her seniority but not to exceed a maximum of one (1) year. The employee's leave of absence may be extended by mutual agreement between the Employer and the Union. An employee shall be returned to his or her work in the job classification upon certification by a competent physician of recovery from such illness, disability or pregnancy.

### **(C) Jury Duty Leave**

When an employee receives notice of jury duty he shall notify his supervisor at once. He will be given leave for such jury duty and will be made whole for loss of pay during that period. He will report for work whenever his jury duty does not conflict. Any reasonable rearrangement of work hours and including reshifting of other employees for that purpose will be made. In making the employee whole, his wages will be computed as if he had worked on the first shift at straight time and be paid in full therefore, minus the amount evidenced by his jury check. In no event shall jury duty allowance be made in any one year to an employee for over two (2) 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 postponement of said jury duty.

### **(D) Funeral Leave**

The Employer shall grant funeral leave to all employees for up to three (3) days where there is a death in the immediate family, which includes a spouse, mother, father, child, brother or sister, grandfather, grandmother, grandchild, step-child, father-in-law or mother-in-law. Such days shall be the day of, the day before, and the day after the funeral or memorial service unless the employee and the Employer agree otherwise.

**(E) Leave 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. No leave of absence shall be granted for gainful employment or in excess of one (1) year.

**(F) Time Off for Union Business**

One (1) Union member, if requested, shall be granted a Union leave up to two (2) months per contract year. Benefits shall not accrue during said leave. An employee on a Union leave shall be entitled to return to his/her former position and schedule.

The Employer shall allow up to twelve (12) total hours per contract year of paid time off for one (1) Union member (or up to three (3) Union members for an aggregate of twelve (12) hours) to participate in an event to promote nursing home funding for nursing homes. The member shall be selected by the SEIU Business Representative assigned to the facility and shall give the Employer a minimum of twenty-one (21) days advance notice.

**Article VII - Vacations**

**(A) Amount and Calculation of Vacation**

Employees shall receive the following vacations:

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

**(B) Vacation Period – Seniority - Payments**

Such vacation shall be given anytime during the year and in order of seniority. Vacation requests shall be submitted to the employee's department head at least thirty (30) days prior to the posting of the schedule in which the vacation is requested and the employee shall be notified of the approval or denial of such request as soon thereafter as possible. Vacation pay shall be paid employees before leaving for their vacations upon written request made to the administrator two (2) weeks in advance of the pay period.

Employees earning at least one week but less than three weeks' vacation shall be entitled to one weekend off. Employees earning at least three weeks' vacation shall be entitled to use two scheduled weekends off.

**(C) Terminations – Paid Accruals**

Employees who earned vacation rights after one year of service but who have not received the same and who quit, are laid off, or are otherwise terminated, shall be given pay in lieu of vacation time so earned at the time of such lay-off or termination.

**(D) Holiday Occurrences**

If a holiday falls during an employee's vacation, such employee will nevertheless be paid the holiday benefit to which the employee would otherwise be entitled.

**Article VIII - Seniority**

**(A) Basis of Seniority**

Seniority for all employees shall be by classification and defined as the employee's total compensated hours, excluding overtime, with the Employer after the most recent date of employment. There shall be one seniority list for both full-time and part-time employees. If an employee works in more than one classification, all hours worked will be credited on the seniority list of his/her primary classification.

**(B) Nursing Home Seniority**

For purposes of wage increments, vacation benefits, pension benefits and sick leave benefits, seniority shall be the period of continuous employment with the Nursing Home from the date of hire.

**(C) Classification Seniority**

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

1. Seniority for all employees shall be by classification as defined in (A) above.
2. Employees transferring from one classification to another or from full-time to part-time status or part-time to full-time status shall retain their seniority date.
3. Seniority lists shall be posted and copies furnished to the Union during January, April, July, and October each year.
4. Layoff/Recall

In reducing the number of employees or making a reduction of hours for over ten (10) consecutive working days, the Employer will determine the number of

positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs and/or reductions in hours shall be made in reverse order of seniority by classification. Employees shall be given fourteen (14) days notice of layoff and/or reductions or pay in lieu thereof.

Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for a period of one (1) year or for length of service.

Layoff is defined as any long-term reduction of over ten (10) consecutive working days.

#### 5. Reduction Other Than Layoff

In the event the Employer determines a need to reduce the number of employees scheduled on a particular unit and/or shift because of changes in staffing needs, the following procedure will be utilized:

- a. The Employer will ask for volunteers on a seniority basis to take voluntary absent days or reduced hours by contacting those employees who have indicated a willingness or interest in taking absent days and/or reduced hours.
  - b. If the necessary reductions are not accomplished by the use of volunteers, involuntary absent days and/or reduced hours will be assigned in the order of reverse seniority where qualifications to perform the available work are substantially equal. If an employee works in more than one department, such employee will not have to take more reduction than other employees who only work in one department.
  - c. If such reductions become excessive, the parties agree to meet and discuss the situation further to determine whether layoffs or other actions may be appropriate to take.
5. Employees who lose regularly scheduled hours for agreeing to an absent day and/or reduced hours or who receive an involuntary absent day and/or reduced hours, shall receive credit for those hours lost for the purposes of insurance benefits, salary increments, vacation accrual and seniority and sick leave accrual.

#### **(D) Job Posting**

Notice of all vacancies or new positions stating the requirement for the job shall be posted by the Employer. Employees may apply for the vacancy by written application before any outside applications. In the event more than one qualified employee applies for the same position, seniority shall be the determining factor.

## **Article IX – Discharges - Quits**

### **(A) No Discharge Without Just Cause**

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

### **(B) Discharge – Suspension Notices – Copies to Union**

A written notice of any discharge, suspension, or disciplinary action shall be given the employee and a copy thereof shall be sent to the Union.

### **(C) Employee Quit Notices**

An employee who desires to terminate his/her employment must give at least two (2) week's notice of his/her intention. Any failure to do so will result in forfeiture of any accumulated vacation or sick pay to which an employee may otherwise be entitled.

### **(D) Employee Warnings**

Employer shall remove any warnings over two (2) years old from any bargaining unit employee's personnel file, provided that any such employee has not received any additional warnings during such two (2) year period, provided that the warnings being removed are no longer being investigated or grieved and that such removal does not violate any relevant federal or state statute, rule, regulation or regulatory agency policy.

## **Article X - Wages**

(A) The wage scale and increments for the classification of work covered by this Agreement are contained in Appendix A.

Anyone previously receiving an hourly rate higher than the negotiated rate shall continue to receive such wage differential.

Lead Persons shall receive twenty-five cents (\$.25) per hour above their classification rates of pay.

Probationary employees may receive fifteen cents (\$.15) per hour less during their normal probationary period.

### **(B) Night Shift Premium**

All night employees shall receive ten cents (\$.10) per hour in addition to the above scheduled rates. Night employees shall be considered employees who work during the second and third shift. The second and third shift shall be any shift commencing at or after 1:00 p.m. and ending at or before 7:00 a.m.

**(C) Notice of Wage Rate**

Employer shall provide written notification to any bargaining unit employee of his or her new wage rate, when increments are granted, and the date of the next immediate wage rate increment, if any.

**(D) Advance Notice**

Regular full-time employees required to report for work will be guaranteed at least four (4) hours work. The foregoing provision shall not apply to any employees who desire or prefer to work less than four (4) hours.

**(E) No Shift Rotation**

There shall be no rotation of shifts.

**(F) Pay Days - Computations**

Definite pay days shall be established on a regular two-week period. An employee shall be permitted to know on what basis his or her pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of the total take-home pay, if requested. Five (5) working days shall be allowed the Employer to make up and distribute the payroll.

**(G) Weekend Premium**

Employees shall receive a weekend premium of twenty-five cents (\$.25) per hour for all hours worked after 11:00 p.m. on Friday and before 11:00 p.m. on Sunday.

**(H) Preceptor Pay**

Employees shall receive, in addition to their regular rate of pay, a premium of twenty-five cents (\$.25) per hour for all hours worked in a preceptor capacity (training in new hires).

**(I) Prior Experience Credit**

1. New Hires (NAR's and HUC's) with Prior Experience

New hires (NAR's and HUC's) may be placed on the wage scale up to the five (5) year/sixty (60) month level based on their documented job related experience at the time they are hired, minus one (1) year. Such credit shall be based on the actual hours worked with 2080 compensated hours equaling one year's full-time experience. (Example: A new hire documents three (3) years full-time experience; such employee is given two (2) years experience credit.)

## 2. Movement on Wage Scale

Once an employee is granted experience credit, he/she shall move on the wage scale from that point forward. (Example: An employee is granted experience and placed at the five (5) year increment level; when the employee has completed one (1) year of service, he/she shall move to the six (6) year increment level.)

### **(J) Nursing Assistant Weekends-Only Position**

Nursing Assistants/Registered who work only weekends shall receive ten percent (10%) above where such employee would fall above the wage scale and increments listed in Appendix A (including experience credit, if any). In addition, benefits received shall include sick and vacation days for hours worked, 401 (K) retirement savings, and benefits mandated by law or statute.

The following benefits will not be paid in lieu of the higher per hour rate of pay: medical and/or dental insurance, tuition reimbursement, group life insurance, and holiday pay. It is understood that Nursing Assistants in a weekends-only position would normally work three (3) weekends per calendar month and cannot pick up shifts during the week; they will not be allowed to work overtime unless asked to do so by the facility; they can trade a weekend with prior approval only; if a trade is made with a regular nursing assistant, the regular nursing assistant will be paid his/her normal rate of pay; and a request for time off must be made at least four (4) weeks prior to the scheduled posting. In all other aspects, the Nursing Assistant-Weekends Only position shall have the same rights and privileges of any other bargaining unit position.

In the event the Nursing Assistant Weekends-Only employee desires to return to or take a regular Nursing Assistant position covered by the current Collective Bargaining Agreement, the employee will submit a written request giving six (6) work weeks notice of intent to do so. The employee and Employer may mutually agree to an expedited process if conditions so warrant. Upon acceptance of the regular Nursing Assistant position, all terms and conditions of the Contract will apply as if the employee were a regular Nursing Assistant during the time employed as a Nursing Assistant Weekends-Only employee.

### **Article XI – Savings Clause**

If any of the agreed upon improvements in the wages or fringe cost items contained herein may not be put into effect because of applicable legislation, Executive Orders or regulations dealing with wage and price stabilization, then such improvements, or any part thereof, including any retroactive requirement thereof, shall become effective at such time in such amounts, and for such periods, retroactively and prospectively as will be permitted by law at any time during the life of this Agreement and any extension or renewal thereof.

## **Article XII – Part-Time Employees**

Part-time employees shall receive the following benefits:

1. Wages on an hourly basis as provided in Article X hereof. Increment wage increases shall be based on one thousand forty (1040) compensated hours being equivalent to six (6) months service.
2. Vacation benefits for regularly scheduled part-time employees shall be on a pro-rata basis.
3. A part-time employee shall accumulate paid sick leave on the basis of one day for each one hundred seventy-three (173) compensated hours. However, the days may not be used until the completion of the sixth (6<sup>th</sup>) month of employment.
4. Holiday premium pay will be paid to part-time employees scheduled to work on any of the holidays listed in Article V.
5. Part-time employees shall receive a uniform allowance based on one thousand forty (1040) compensated hours, being the equivalent of six (6) months service and two thousand eighty (2080) hours thereafter for the annual allowance.

## **Article XIII – Health and Welfare**

### **(A) Life Insurance**

The Employer shall provide all employees who have completed their probationary period, life insurance as follows:

1. Full-time employees who are in their first year of employment and all part-time employees - \$4,000 paid life insurance; and
2. Full-time employees who are in their second year of employment - \$5,000 paid life insurance; and
3. Full-time employees who are in their third or more years of employment - \$6,000 paid life insurance.

The Employer shall offer supplemental life insurance on the same basis as provided to its non-bargaining unit employees at its Robbinsdale Care Center facility.

### **(B) Health Insurance**

Effective January 1, 2006 the Employer will make available a medical plan (UHI Group Health Plan) for all employees scheduled to work sixty-four (64) hours or more per pay period.

The Employer shall pay eighty percent (80%) of the cost of the single coverage premium for employees.

The Employer shall pay fifty dollars (\$50.00) toward the cost of family coverage.

It is understood that all employees and each family member who is a covered dependent under the health insurance group plan will be subject to the Pre-admission Review Program (Healthmarc).

The Employer will offer the choice of either the UHI Group Plan (Plan 1) or the UHI Group Plan (the Feel Good Plan). The Employer will in-service as soon as possible, participating plan employees on the differences between the plans. The participating employees will determine by simple majority what overall plan will be chosen. The chosen plan, if different, will be implemented January of 1999.

**(C) HMO Option**

The Employer shall continue to offer an HMO insurance plan. The Employer contribution towards the HMO shall be the same as the Employer contribution towards the group insurance plan.

**(D) Dental Plan**

The Employer shall make a dental plan (Corporate Plan 1, D) available to employees at full cost to the employee with no Employer contribution.

**(E) Retirement Savings**

The Employer agrees to provide a 401K plan under exactly the same plan and terms as other employees not covered by this Agreement which is described in a brochure "You Win Plan." Specifically, the plan provides for a minimum Employer match of 25% of the employee's contribution, up to 6% of the employee's annual salary.

**(F) Section 125 Plan**

The Employer agrees to provide an IRS Section 125 plan which allows employees to pay for health premiums or employee contributions for health plans or child care on a pre-tax basis described as the "Smart Plan."

**(G) Vision Plan**

The Employer shall offer the Vision Serve Plan to bargaining unit employees on the same basis as non-contract employees.

#### **Article XIV – No Strike or Lockout**

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

#### **Article XV – Management Rights**

Except as specifically limited by the express written provisions of this Agreement, the management of Employer and the direction of the working forces shall be deemed the sole and exclusive function of the Employer. Such management and direction shall include, but is not limited to, the right to:

1. hire, layoff, demote, promote, transfer, discharge or discipline for just cause;
2. maintain discipline;
3. assign and delegate work;
4. determine quality of work performed;
5. maintain and improve efficiency;
6. require observance of reasonable nursing home rules and regulations;
7. direct the working forces;
8. determine the number of hours to be worked;
9. determine the materials, means, and type of services provided;
10. determine the methods, supplies and equipment to be utilized;
11. determine methods of compliance with federal and state regulations affecting nursing homes;
12. discontinue jobs because of valid management and economic reasons;
13. decide employee qualifications consistent with federal and state standards; and
14. manage and administer Employer's operation.

**Article XVI – Agreement Duration**

Except as otherwise provided, this Agreement shall be effective from October 1, 2005 through and including September 30, 2008. This Agreement shall remain in full force and effect from year to year thereafter unless either party shall notify the other party in writing at least ninety (90) days prior to October 1, 2008 or October 1 of any year thereafter of its intention to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

**Robbinsdale Rehabilitation  
and Care Center**

**SEIU Local 113**

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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Opeiu#12

**Letter of Understanding  
between  
Robbinsdale Rehab and Care Center  
and  
SEIU Local 113**

As a result of recent contract negotiations, the following understandings and agreement have been reached:

**Re: Union Dues Deduction**

WHEREAS on or around January of 2007, SEIU Local 113 will be moving to a percentage dues system which is based on each member's gross pay under the Collective Bargaining Agreement and there will continue to be minimum and maximum monthly dues, therefore be it resolved that it is in the interest of both parties to make this transition as smooth as possible. To this end, the Employer shall endeavor to provide the following additional information:

- 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

Additionally, the Employer agrees to meet with the Union before the expiration of the current Collective Bargaining Agreement to explore processing dues and reporting of hours electronically.

**Re: Documentation of Employees Working a Monday through Friday Schedule as of the Date of These Negotiations**

SEIU Local 113 agrees to the Employer's list of September 27, 2005 of employees currently working a Monday through Friday work schedule with the addition of employee Janelle McVeigh.

**Re: Medical Insurance Eligibility**

It has been agreed that employees working less than sixty-four (64) hours per pay period as of January 23, 2006, the date of the Union ratification meeting, shall be red-circled and continue to receive this benefit as long as they remain employed in the bargaining unit. To the best of our knowledge, these employees are: Tiwana Combs, Cassandra Kremer, Molly Amadu Sirleaf, Una Ashun, Evans Onsamu, and Alissa Zantek.

**Re: Health Unit Coordinator**

It has been agreed that employee Janelle McVeigh shall be classified as a Health Unit Coordinator effective January 23, 2006, the date of the Union ratification meeting and such HUC classification shall remain in the Collective Bargaining Unit.

**In all other aspects, the Collective Bargaining Agreement remains the same.**

**Robbinsdale Rehabilitation  
and Care Center**

**SEIU Local 113**

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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Opeiu#12