Collective Bargaining Agreement

Between

L.S.I. Services, LLC.
dba

Balaton Care Center

and

SEIU Healthcare Minnesota

Effective
October 1, 2016
through
December 31, 2019
1. PREAMBLE

This Agreement, is made and entered into this 1st day of October, 2016 by L.S.I. Services, LLC., dba Balaton Care Center (the “Employer”) and SEIU Healthcare Minnesota (the "Union").

2. RECOGNITION

The Employer recognizes the Union as the sole representative of its regularly scheduled non-professional employees in the bargaining unit certified by the National Labor Relations Board in Case Number 18-RC-14396 whenever used in this agreement the term "employees" shall be limited to bargaining unit including all full-time and regular part-time nursing assistants, trained medical assistants, housekeeping aides, dietary aides, cooks, physical therapy aides, laundry aides, activity aides, maintenance employees, ward clerks, and home health aides; excluding office clerical employees, professional employees, RN's, LPN's, casual and temporary employees, guards and supervisors as defined in the National Labor Relations Act. Such recognition is mutually made for the express purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified.

2.1 CLASSIFICATION OR TITLE CHANGE

In the event that any new or different classification or title not specified herein is established and such classification or title is not within the bargaining unit certified by the National Labor Relations Board 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 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 predominantly involves functions which are 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. In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job classification hereof, the issue shall be submitted to the National Labor Relations Board for determination.

The exceptions sighted in the recognition article in this Agreement are exempt from the above.
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 to positions covered by the Agreement or outside it except upon at least ten (10) days written notice, or as soon thereafter as possible in cases of emergency, to the Union prior to the effective date of the same, which notice shall specify in detail the proposed change, establishment, or transfer.

2.2 NO CONTRADICTORY RULE
The Employer agrees not to enter into any agreement or contract with its employees within the bargaining unit either individually or collectively, which conflicts with or contradicts any of the provisions of this Agreement. No statement or rule shall be made or established by the Employer which conflicts with or contradicts any provisions of this Agreement.

2.3 SUBCONTRACTING
The Employer and the Union agree that the Employer shall not contract out services that would affect bargaining unit employees without first notifying the Union of such; and second, meeting with representatives of the Union to confer and look at possible alternatives to such subcontracting.

2.4 SEIU COPE
The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota, COPE contributions 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.

3. SUCCESSORSHIP
In the event of a transfer, sale or assignment of the Employer's facility, the Union shall be notified as soon as practical in advance, of such action. Upon request of the Union, the Employer agrees to meet and bargain about the effects of such transfer, sale or assignment upon the bargaining unit employees.

4. NON DISCRIMINATION
There shall be no discrimination on the part of either the Employer or the Union in favor of or against any employee because of his/her membership in the Union or because of his/her acting as an officer or in any other capacity on behalf of the Union.

The Employer agree not to discriminate against any applicant or employee with respect to his/her hiring, tenure or conditions of employment, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of such individual’s race, color, creed, religion, age, sex or national
origin, disability, disability related to pregnancy or childbirth, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local commission or any other characteristic protected under any other federal, state or local statute, administrative regulation, or ordinance.

4.1 UNION REPRESENTATIVE ACCESS
A Union representative shall be permitted to visit the Health Care Center to ascertain that the provisions of this Agreement are being observed and to confer with bargaining unit employees under the following criteria:

1. The Union shall notify the Employer as to which Business Representative is assigned to the Health Care Center.

2. The Business Representative will sign in at the main desk upon arrival, receive a badge for identification purposes, and sign out upon departure.

3. Such visit will be limited to the break room unless different arrangements are made between the Employer and Business Representative.

4. Employees meeting with the Business Representative will do so on non-work time. Other meetings requiring the presence of the Business Representative, i.e., grievance meetings, labor/management, etc. will be arranged between the Employer and the Business Representative.

5. The Employer recognizes the Business or MAC Representative of the Union as the proper authority to adjust with the Employer any controversy between the Employer and the Union as to the meaning and application of the provisions of this Agreement.

5. BULLETIN BOARD
A Union-provided bulletin board in the employees' break room will be allowed for the purposes of advising bargaining unit members of Union meetings, list of stewards and other Union business. Under no circumstances shall such notices include inflammatory or derogatory comments. NOTE: The Employer and Union will discuss and resolve any disagreement over alleged inflammatory or derogatory comments.
5.1 STEWARD
The Union shall have the right to appoint or elect Stewards in the facility, who shall be recognized as the representative of the Union for all matters arising under this Agreement to the extent permitted herein. The Union shall advise the Employer as to the identity of the Stewards, in writing. In no instance shall the Stewards be discriminated against for discharging such duties, provided such duties do not unreasonably interfere with the regular performance of their work for the Employer.

The Union shall furnish to the Employer a complete list of Stewards, which shall be amended from time to time as may be necessary. Stewards shall be entitled to a leave of two (2) days each calendar year for Steward Training and Education. The Union must notify the Employer at least two (2) weeks in advance thereof. Such leave time will not be compensated by the Employer.

A Union Steward or Union Representative shall have fifteen (15) minutes to meet with new employees during orientation for the purpose of letting the new employees know who the Union Stewards are, letting them know Union information will be mailed to them and to answer questions.

5.2 UNION SECURITY
A. 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, 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 monthly dues.

2. Employees may choose not to become a Union member and pay a monthly fee. 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.

B. 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 standard regular monthly
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 a monthly service fee which may not exceed the standard monthly dues paid
by Union members. This payment in no event shall exceed the regular monthly 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. Monthly 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 who is delinquent in making the payments required herein for more than
thirty (30) days shall be terminated by the Employer with 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.

C. Dues Deductions – The Employer agrees to deduct Union dues 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 not more than
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.
D. 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, employer provided unique employee identification 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 employer provided unique employee identification number.

- **Employees on Leave of Absence**: name, date leave begins, date of return, and employer provided unique employee identification 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 employer provided unique employee identification number.

- **Hourly Reports**: monthly lists of all employees in the bargaining unit with actual hours worked by pay period, along with name, employer provided unique employee identification number, and period the hours cover.

- **Seniority List**: one list of all employees in the bargaining unit by seniority with compensated hours and one list alphabetically to be sent two times per year – January and July

SEIU Healthcare Minnesota has moved to a percentage dues system which is based on each member's gross pay per pay period under the Collective Bargaining Agreement. There will continue to be minimum and maximum monthly dues. In an effort to make the transition as smooth as possible, SEIU Healthcare Minnesota is requesting the following data in addition to the member information provided above:

- **Each Pay Period**: name, employer provided unique employee identification number, gross pay per pay period, and dues deduction amount

- **Annually**: name, employer provided unique employee identification number, hire date, classification, wage rate, gross collective bargaining wages, and total annual dues deducted.
E. The Employer shall work with the Union in order to process dues and reporting of hours electronically.

6. MANAGEMENT RIGHTS

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

1. Hire, promote, demote, layoff, assign, transfer, discipline, suspend or discharge for just cause;

2. Select and determine the number of employees, including the number assigned to any particular work;

3. To increase or decrease that number;

4. Direct and schedule the work force;

5. Determine the location and type of operation;

6. Install or remove equipment;

7. Determine the methods, procedures, materials, and operations to be utilized by the Employer;

8. Establish, increase or decrease the number of work shifts and their starting and/or ending times;

9. Promulgate, post and enforce reasonable rules and regulations governing the attendance, conduct, and acts of employees during work hours;

10. Select supervisory employee;

11. Train employees;

12. Introduce new and improved methods of operations;

13. Establish, change, combine, or abolish job classifications, and determine job content and qualifications;

14. Set reasonable standard of performance of the employees:
15. Develop and distribute employee handbook and employee-related policies, procedures, and forms.

7. **PROBATIONARY PERIOD**

All employees covered by this Agreement who are hired on or after the effective date of this Agreement, whether or not previously employed by the Employer, shall be subject to a probationary period of ninety (90) calendar days. This period shall be automatically extended by that period of time during which an employee is on an approved leave of absence.

Seniority shall not accrue to employees during their probationary period. However, upon successful completion of said probationary period, all employees shall be deemed to be regular employees covered by the terms of this Agreement and their seniority shall revert back to the date of hire.

During the probationary period, employees shall work under the terms and conditions of this Agreement, except as otherwise expressly provided herein.

During the probationary period, an employee may be terminated with or without cause and such action shall not be subject to the grievance procedure.

The probationary period may be extended for an additional thirty (30) calendar days at the Employer's discretion. The Employer shall notify the Union in writing of the name of the employee who will have his/her probationary period extended. The notice must be received by the Union no later than the eightieth (80th) calendar day of the probationary period of the employee involved.

8. **EMPLOYEE ORIENTATION**

The Employer shall provide new hires with an orientation to the facility, its procedures, and methods of maintaining quality care for its residents sufficient to enable employees to perform their duties.

The Union recognizes that the scope of orientation will vary with the skill level and experience of the individual employee. The goal of orientation shall be proficiency in the care of patients, the proper function of the facility and cooperative efforts with fellow employees.
9. **REASONABLE RULES**

The Employer will develop written rules and make available to employees and all such rules must be reasonable.

10. **GRIEVANCE AND ARBITRATION PROCEDURE**

10.1 **CLAIMS AND GRIEVANCE RESOLUTION PROCEDURE**

Any claim of an employee arising out of the interpretation of or adherence to the terms or provisions of this Agreement shall be resolved according to the following procedure.

All time deadlines set forth may be extended by mutual consent, but failure to follow such time deadlines shall constitute a permanent waiver and bar to said grievance.

**STEP 1**

The employee shall request resolution of the claim with his/her immediate supervisor and may involve the union steward in all discussions.

**STEP 2**

If not satisfactorily resolved, the employee and/or the Union shall put the claim in writing, at which time it shall constitute a grievance. The grievance shall be presented to the Administrator or his/her representative within fourteen (14) calendar days of the Step 1 conclusion, except that grievances concerning wages, hours, vacations, and days off provisions of this Agreement shall be submitted within thirty (30) days after the regular pay day for the period in which the claimed violation occurred. The Administrator shall give the employee and/or Union a response within fourteen (14) calendar days.

Grievances relating to suspensions and discharge shall start at Step 2.

**STEP 3**

Before requesting a panel of arbitrators or an arbitration hearing, the Employer’s Corporate Director of Human Resources and the Union’s Business Representative (or their respective designee(s) shall meet within fourteen (14) calendar days for the purpose of attempting to resolve the dispute. The Employer shall give the Union a written response within fourteen (14) calendar days from the date of the meeting. If the Employer fails to meet or respond within the timelines, the Union may proceed to Step 4.

**STEP 4**

If not satisfactorily resolved, the grievance shall be submitted to arbitration as set forth in 10.2.

10.2 **ARBITRATION PROCEDURE**

A. **Submission to Arbitration**

A controversy can be submitted to arbitration by the Union or Employer. A controversy must arise out of the interpretation of or adherence to the terms
and provisions of this Agreement in order to be eligible for arbitration. The Notice of Intent to Arbitrate shall be sent to the other party within ten (10) calendar days of the date the controversy arises which time may be extended by mutual consent, and shall set forth the nature of the controversy. The arbitrator shall have no authority to add to, subtract from or modify in any manner, the terms and conditions 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.

B. Notice Requirements

The Notice of Intent to Arbitrate, and all subsequent notices and filings shall be sent to the Union at 345 Randolph Avenue, Suite 100, St. Paul, MN 55102 to the Administrator of the Employer at its business office and the BSM Services, Inc. at its home office, and to the employee at the home address currently on file with the Employer.

C. Arbitration

The parties shall request a list of five arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list, the parties shall alternately strike names until one name remains; the party bringing the grievance shall strike first.

10.3 APPLICABLE LAW

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

11. MEALS AND BREAKS

11.1 PAID BREAKS

- Paid breaks shall not exceed fifteen (15) minutes.
- Employees are required to remain on the Employer’s premises.
- Breaks are scheduled by supervisors based on departmental/unit needs.
- Breaks shall not be taken at the beginning or end of a shift.

11.2 UNPAID MEALS

- Unpaid meal periods shall not exceed thirty (30) minutes.
- Meals are scheduled by supervisors based on departmental needs.
- If an employee leaves the Employer’s premises, the employee’s supervisor must be informed and the employee must punch out/in.

Employees scheduled for four (4) hours or more, but less than six (6) hours, may take one (1) fifteen (15) minute paid break.
Employees scheduled for six (6) hours or more, but less than seven (7) hours, may take one (1) thirty (30) minute unpaid meal period and one (1) fifteen (15) minute paid break.

Employees scheduled for seven (7) hours or more may take one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid breaks.

12. UNIFORM ALLOWANCE

Employees shall receive an annual uniform allowance in the amount of fifty dollars ($50.00) for all employees upon completion of their probationary period and on the employee’s anniversary date thereafter upon presentation of receipt of purchase. Receipts must be turned in no later than sixty (60) days following the employee’s probationary and anniversary dates.

13. CATEGORIES OF EMPLOYEES

A full-time employee is one who is regularly scheduled to work sixty (60) hours per pay period.

A part-time employee is one who is regularly scheduled to work less than sixty (60) hours per pay period.

A casual employee is one who has no regular schedule of hours of work, but works intermittently as required. A casual employee who averages sixteen (16) hours a week or more over a two (2) month period shall be reclassified as a full-time or part-time employee, whichever is applicable. In the case of such reclassification, the employee shall be subject to a probationary period of thirty (30) days from the date of reclassification.

A temporary employee is one who works as a replacement for a predetermined period of time. Employees hired as temporary summer replacements during the period June 1 to September 30 shall be treated as probationary employees.

14. HOURS OF WORK AND OVERTIME

14.1 WORK DAY
A workday is a period of twenty-four (24) consecutive hours beginning at times which will be set by the Employer and regarding which employees will be notified.

14.2 WORK PERIOD
The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen (14) consecutive days). The regular workday will be eight (8) hours. An employee who works in excess of eighty (80) hours during the two (2) week pay period or in excess of eight (8) hours in any work day shall be paid at one and one-half (1-1/2) times the employee’s regular rate of pay for all hours so worked. No employee shall be scheduled more than six (6) consecutive days. In general, when any scheduling changes
are being made which are not specifically controlled by language in this Agreement, the Employer shall endeavor to take employee preference, based on seniority, into account.

No employee shall be required to work more than six (6) consecutive days, except upon payment of overtime, at the rate of one and one-half (1-1/2) times the straight-time hourly rate of such employee for work performed beyond said sixth day. Such overtime may be waived by mutual agreement between the employee and the Employer.

Employees shall not be required to take time off in lieu of overtime pay.

14.3 POSTING OF SCHEDULES
Schedules shall be posted seven (7) days in advance of the employee's scheduled work. Once posted, if changes are made, the Employer shall notify affected employees in advance and attempt to accommodate employee preferences based on seniority, provided such accommodation does not require payment of overtime. Employees will be allowed to trade scheduled work days with the Employer's approval.

14.4 WEEKEND WORK
Employees shall be scheduled not more often than two out of four weekends (Saturday and Sunday) except by mutual agreement between the Employer and employee.

14.5 ADDITIONAL HOURS
All extra hours, which may become available on a temporary or unexpected basis, shall be offered to bargaining unit employees who have signed up with their supervisor, in the fashion established for their department. When such hours become available in a classification, the Employer shall call said employees, on a seniority basis, to offer such hours, provided that this does not put an employee into an overtime status. If an employee cannot be reached after a good faith attempt, the Employer may continue to call other employees based on seniority. If no such employee agrees to take the hours the Employer may require employees in that classification to take the assignment. In doing so, the Employer will endeavor to use reverse seniority and stay within the same shift.

14.6 WORK WEEK SCHEDULES TO CONFORM - NOTICES
Work week schedules shall be in conformity with this Agreement and shall be furnished to the Union upon reasonable requests. Any change to the work week schedules shall likewise be in conformity with this Agreement. Subject to the provisions of this article, work schedules will be determined by the Employer.

14.7 OVERTIME
Overtime will be offered as follows:

1. The overtime will first be offered to the classification employees working the preceding shift, on a seniority basis if less than four (4) hours. If these employees
do not accept such hours, the hours then may be offered to the supervisor working the preceding shift.

2. The overtime, if not taken, will be offered pursuant to the additional hours provision of this Agreement.

3. If the overtime is still available after the above, it may be assigned on the basis of reverse seniority, by shift on a rotating basis with the three (3) least senior employees or given to non-bargaining unit employees.

14.8 NO SPLIT SHIFTS
There shall be no split shifts, unless it is mutually agreeable to both the employee and the Employer.

14.9 SENIORITY PREFERENCE
In the establishment of new or changing work week schedules, the Employer shall give preference to employees in accordance with seniority unless doing so contradicts any provision of this Agreement.

Employees shall not be required to change shifts unless mutually agreed to between the Employer and the employee except in the case of an emergency situation in which case the Employer may require employees on a shift to change to another shift, based on reverse seniority.

14.10 TEN HOURS BETWEEN SHIFTS
There shall be at least ten (10) hours between shifts, unless the employee and the Employer mutually agree to waive this. Otherwise, the employee shall receive pay equaling time and one-half for all hours worked during the ten (10) hour period.

14.11 FLEXIBLE SCHEDULING
The Employer and individual employees may agree upon patterns 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 conditions:

An employee shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The employee may limit agreement to specific types of flexible work schedules. The Employer shall retain written documentation that an employee has agreed to a flexible work schedule and the type of flexible work schedule to which the employee has agreed. An employee electing to work schedules under this Section may revoke such election by giving the Employer written notice of four (4) weeks.

The Employer and individual employees may agree, in order to accommodate a flexible schedule, that the basic work period shall be forty (40) hours per week. An employee
shall be paid time and one-half (1-1/2) for work in excess of forty (40) hours per week rather than the 8/80 overtime provisions set forth in 14.2.

15. **HOLIDAYS**

Employees who work on Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas and/or New Year’s shall be paid double for all hours worked on said holidays commencing with the night shift the day before the holiday through the afternoon shift of said holiday, provided the employee works his/her regularly scheduled days before and after said holidays or provides proof of illness from a medical doctor for said days. Employees who work overtime on a holiday shall be paid double time and one-half (2-1/2). Employees will be scheduled to work the following holidays on a rotating basis: New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day and Easter. All extra available holiday hours will fill as follows:

1. The holiday hours will first be offered to the classification employees working the preceding shift on a seniority basis, if less than four (4) hours. If these employees do not accept such hours, the hours may then be offered to the supervisor working the preceding shift.

2. The holiday hours, if not taken, will be offered pursuant to the additional hour’s provision of this Agreement.

3. If the holiday hours are still available after the above, they may be assigned on the basis of reverse seniority, or given to non-bargaining unit employees.

If an employee replaces him/herself on the schedule to work the day before or after a holiday, his/her replacement must work the entire shift in order for the employee to qualify for holiday pay for the employee’s hours worked on the holiday.

The Employer shall attempt to staff all holiday hours with the bargaining unit employees before utilizing non-bargaining unit employees except as provided above.

All employees regularly scheduled for sixty (60) or more hours per pay period shall be eligible for one (1) floating holiday. Such holiday shall be requested during the calendar year.

16. **PAID TIME OFF/Paid Personal Leave**

Effective upon ratification of this Agreement, employees shall be transitioned from the Paid Time Off (PTO) benefit to the Paid Personal Leave (PPL) benefit as specified in the Employee Handbook as follows:

1) All newly hired employees, and any employees who were in a Pay In Lieu status under the previous Agreement, shall begin to accrue Paid Personal Leave at the
accrual rates in the Employee Handbook, providing they are regularly scheduled to work at least forty (40) hours per two week pay period.

2) All employees currently receiving PTO benefits shall continue to accrue PTO at their current rate, until such time as the PPL accrual rate in the Employee Handbook exceeds their current rate, at which time their accrual rate will be increased to match the Employee Handbook rate, providing they are regularly scheduled to work at least forty (40) hours per pay period.

3) All employees with 11 or more years of seniority, whose current PTO accrual rate exceeds the maximum PPL accrual rate in the Employee Handbook, shall be grandfathered in at that current PTO accrual rate, and shall remain at that accrual rate.

All PTO/PPL hours to be taken are subject to the approval of the Employer and must be requested in a timely fashion well in advance. It is the employee’s responsibility to notify his/her supervisor and obtain approval for use of PTO/PPL, it is not automatic.

When an employee applies for PTO/PPL time, the Employer will respond within ten (10) days regarding approval or the reason for denying. If more than one (1) request is made simultaneously, seniority will be recognized.

The employees may work and also be paid PTO/PPL hours up to a maximum of their regularly scheduled number of hours per pay period.

PTO/PPL may be requested for holidays even if already scheduled to work eighty (80) hours.

Employees may accrue PPL up to a maximum balance as specified in the Employee Handbook.

PTO/PPL can be used for illness of a family member.

Employees shall earn PTO/PPL time from the date of hire but are not eligible to use PTO time until completion of probation.

Accumulated PTO/PPL may be paid upon termination of employment in accordance with the Employer’s policy.

Paid PTO/PPL hours shall be counted as hours worked for purposes of PTO accrual. PTO hours shall be reflected on employee’s pay stubs.

Union Negotiating Committee- Employees serving on the Union negotiating committee shall receive credit for those hours lost for purposes of PTO accrual.
17. LEAVES OF ABSENCE

17.1 APPLYING FOR LEAVES OF ABSENCE
Request for leaves of absence shall be made in writing using Employer forms. Whenever reasonably possible, request for leaves of absence, except emergency medical/disability leave, shall be made at least thirty (30) days in advance, unless otherwise permitted by law.

17.2 MEDICAL – DISABILITY LEAVE
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. An employee returning to work within twelve (12) weeks of the start of the leave shall be returned to her/his regularly scheduled position. An employee returning to work after twelve (12) weeks of the start of the leave shall be returned to the first available position. If no position is open, the employee will be placed on an unpaid personal leave status until the next available opening. The Employer may require a physician’s verification of the employee’s inability to work and/or ability to return to work.

17.3 PAID FUNERAL LEAVE
Employees shall be provided up to three (3) days with pay for scheduled days missed from the date of death to the date following the funeral and/or memorial service. Bereavement pay will be for members of the immediate family - current spouse, son, daughter, brothers, sisters, father, mother, father-in-law, mother-in-law and grandchildren and step-parents.

Employees may request and may not be unreasonably denied up to three (3) personal leave of absence days from the date of death to the date following the funeral in the event of the death of a grandparent.

17.4 PERSONAL LEAVES
Full-time and regular part-time employees who have completed their probationary period may be granted a personal leave without pay for up to thirty (30) days for justifiable reasons. A leave of absence must be requested, in writing, and approved by the Administrator. An employee returning to work within the thirty (30) days will be returned to his/her regularly scheduled position.

17.5 FAMILY LEAVE/PARENTAL LEAVE
After one (1) year of employment, an otherwise eligible employee may take a leave of absence in accordance with the Family and Medical Leave Act (FMLA) and/or the Minnesota Parental Leave Act, if applicable. The Employer shall have discretion to establish rules, etc. regarding FMLA/Parental Leave as permitted by law. Leaves under various statutes shall be taken concurrently unless otherwise required under law.
17.6 JURY DUTY
In the event an employee is called to serve on jury duty, the employee will be paid jury duty pay which shall be the difference between the employee's regular daily rate of pay and the payment made, if any, by the court, which must be verified to the Employer by the employee.

Jury duty pay shall be for scheduled days of work missed. Such days shall be limited to ten (10) days in any one year period.

Employees must have completed the probationary period in order to qualify for jury duty pay, and must first request the court to be excused, if the Employer so requests because of staffing needs.

If an employee is completely released from jury duty prior to ten (10) days, the employee will notify the Employer of his/her availability to return to his/her shift.

17.7 MILITARY LEAVE
The Employer shall comply with all applicable State or Federal laws relating to such leave.

17.8 BENEFITS DURING UNPAID LEAVE
During an unpaid leave of absence, an employee will not earn or accrue benefits (PTO, holiday, etc.). However, an employee will not lose any benefits earned prior to the beginning of the leave and will commence earning benefits upon return from the leave.

17.9 LOBBY DAY
Subject to Employer approval, which shall not be unreasonably denied, the Employer shall allow up to sixteen (16) hours per year per worksite, paid time off for a Union member(s) to participate in an event to promote funding for nursing homes. The member(s) shall be selected by the SEIU Healthcare Minnesota Business Representative assigned to the facility and the Employer shall be given a minimum of two (2) weeks advance notice.

17.10 ABSENT WITH DOCTOR'S NOTE
All employees who call in sick and are absent from work may present a Doctor's note. Being absent with a Doctor's note will not be counted as an absence in the disciplinary process.

18. SENIORITY AND LAYOFF

18.1 PLACEMENT ON LIST
Employees retained by the Employer after completion of their probationary period will be credited with seniority as of the first day of employment with the Employer and their names will be added to the seniority list.
18.2 DEFINITION
Bargaining unit seniority shall be defined as the employee’s length of continuous service with the Employer in the bargaining unit commencing with the date and hour on which the employee began to work after last being hired. A list of all employees in seniority order shall be furnished to the Union quarterly, upon request and shall be posted on the Union bulletin board.

18.3 CLASSIFICATION SENIORITY
Job classification seniority shall be defined as the employee’s length of continuous service with the Employer within his/her present job classification commencing with the date and hour on which the employee last began to work in such classification.

18.4 LAYOFF NOTICE TO EMPLOYEE/UNION
In the event of a layoff, the Employer, whenever feasible, shall first seek volunteers to accomplish the necessary reductions. The Employer will also advise the Union as soon as possible and no later than two (2) weeks in advance of any layoffs. Employees on layoff status shall have preference over casual employees for any available additional work hours, if the employee has placed his/her name on a call-in list. If an employee cannot be reached after a good faith attempt, the Employer may continue to call other employees based on seniority. Any employee on the call-in list who refuses work on three (3) consecutive occasions will have his/her name removed from the list and remain on layoff status.

18.5 LAYOFF PROCEDURE
Whenever layoff becomes necessary in a job classification and shift, such facility layoff shall be affected in the following order:

1. Probationary employees on the shift shall be laid off first in the order of their classification seniority, the least senior laid off first.

2. Non-probationary employees on the shift shall be laid off next in order of their classification seniority, the least senior laid off first.

If, after considering the above order of layoff, a senior employee elects not to work a schedule or in a category occupied by a lesser senior employee or probationary employee, the lesser senior or probationary employee will remain while the more senior employee is laid off.

18.6 RECALL
Whenever work becomes available, employees within that same classification and shift who are on layoff shall be recalled in reverse order of layoff, i.e., the last person laid off shall be the first one recalled. Employees shall retain recall rights for a period of one (1) year.
It shall be the responsibility of the employee to keep the Employer informed of his/her current address and to notify the Employer at once, in writing, of any change of address.

18.7 SENIORITY ACCRUAL WHILE ON LAYOFF
An employee shall not accrue seniority while she/he is on layoff. An employee shall accrue seniority while she/he is on an approved leave of absence, but shall not accrue benefits.

18.8 PREVIOUS CLASSIFICATION
Laid off employees shall be given the opportunity to return to work in a classification previously held by such employee on the basis of the seniority the employee earned in the previous classification. It is understood that employees using this option may require the least senior employee in the previous classification to be placed on lay-off status in their stead, provided said least senior employee has less seniority in that classification.

18.9 REDUCTION OTHER THAN LAYOFF
When a temporary reduction in hours becomes necessary on a day-to-day, shift-to-shift basis, the Employer shall make such reductions on the affected staff as outlined in the following steps:

1. The Employer shall first ask for volunteers on the affected shift.

2. If no employee volunteers, the Employer shall reduce the hours of work of the least senior employee on the affected day and shift by job classification as necessary to meet the required reduced hours of work. Where such hour reductions taken from one employee will have a detrimental effect on the operation of the facility, the Employer may distribute such reductions between the least senior employees on the affected day and shift in the job classification. Under no circumstances will the reductions be across-the-board.

Employees who lose regularly scheduled hours in such reduction, shall receive credit for those hours lost for purposes of full-time and part-time classifications and for insurance benefit purposes, for up to one (1) year of reduction.

18.10 LOSS OF SENIORITY
In the event an employee is offered another job by the Employer outside of the bargaining unit and the employee accepts such job and leaves the bargaining unit, such employee shall lose all his/her seniority rights under this Agreement.

An employee shall lose seniority and seniority shall be broken for any of the following reasons:

1. if the employee voluntarily resigns,
2. if an employee is discharged,
3. failure to report to work after a layoff within five (5) workdays after receipt of written notice of recall sent by the Employer to the employee at his/her last address of record on file with the Employer,
4. absence for a period of two consecutive workdays without notifying the Employer,
5. failure to report to work at the expiration of a leave of absence pursuant to this Agreement,
6. accepting employment elsewhere while on a leave of absence,
7. continuous layoff for a period of one (1) year.

An employee, whose seniority is lost for any of the reasons outlined in this Section, shall be considered as a new employee if she/he is again employed by the Employer.

19. EDUCATIONAL DEVELOPMENT
If the Employer requires CNA certification training, the Employer will pay the cost of the CNA course according to State regulations.

If the Employer requires a CNA to become a TMA, the Employer will pay the full cost of such training.

20. HEALTH AND WELFARE

20.1 MEDICAL INSURANCE
Colonial Manor will provide employees paid an average of sixty (60) hours or more per pay period with a group health plan equal to other non-contract employees of Colonial Manor. Colonial Manor will pay premiums and maintain benefits equal to other Colonial Manor non-contract employees each premium year. Employee health insurance premiums shall be frozen at the current 2016 rates for the plan year 2017.

The Employer shall have the right to amend the foregoing plan, including coverage eligibility criteria, deductibles, carriers, premiums, enrollment period, and other aspects of the plans, provided any such amendments are also applicable to other Ecumen employees. The Employer agrees to give the Union and employees notice in advance of any such changes, but shall not be obligated to bargain with the Union regarding any such changes.

20.2 LIFE INSURANCE
Colonial Manor will provide a life insurance benefit equal to that provided to non-contract employees of Colonial Manor, with a minimum of $5000 coverage for eligible employees.

20.3 PENSION, DENTAL, HEALTH AND DEPENDENT CARE ACCOUNT PROGRAMS
Eligible employees, as defined by the Plan, may participate in the 401K Plan.

Employees working an average of forty (40) or more hours per pay period may participate in the dental plan at premium levels equal to other Colonial Manor non-contract employees.
Employees working an average of forty (40) hour or more per pay period may participate in the health and dependent care spending accounts.

The above plans are subject to termination or change in any and all aspects at the sole discretion of the Employer.

21. VACANCIES

For the purpose of this Article, a vacancy is defined to mean any permanent job opening which the Employer intends to fill.

Notice of all vacancies within the bargaining unit will be posted for a period of not more than five (5) consecutive work days, including the date of posting but excluding Saturday, Sunday and holidays recognized by this Agreement. Any employee desiring to bid on a posted vacancy shall make application in accordance with the notice posted and sign the posting within the time stated above.

If qualified applicants apply, the Employer shall fill the position from among such applicants. If two (2) or more employees are qualified to do the work, preference shall be given to the most senior employee. New employees may be hired for a posted vacancy if there are no bidders meeting the requirements.

Any employee who bids successfully on the job opening must accept such job opening and shall be placed in such job opening immediately. If the Employer determines within thirty (30) calendar days after the date the vacancy is filled that the employee is not performing satisfactorily, the employee will be returned to his/her former shift and classification with no loss of seniority previously earned in said classification. This could cause a domino effect for the employee who bid into the original employee’s position.

Once an employee exercises his/her right to fill a job vacancy pursuant to the bidding procedure outlined in this section, she/he will be ineligible to apply for any other job vacancies that may develop for six (6) months thereafter.

While a vacancy is being posted, and pending the determination of the successful bidder, the Employer reserves the right to make such transfers of bargaining unit employees as may be necessary to fill the job temporarily.

22. DISCHARGE - QUITS

22.1 NO DISCHARGES WITHOUT JUST CAUSE
The Employer shall not discipline an employee without just cause.

A written grievance relating to any disciplinary action must be received by the Employer within fourteen (14) calendar days of the employee receiving the disciplinary action. The
parties agree that verbal and non-final written warnings shall only be subject to Steps one and two of the grievance and arbitration procedure. If not satisfactorily resolved after Step 2, the employee shall have the right to respond in writing and such response shall be made a part of the employee’s personnel file. Only final warnings, disciplinary suspensions or discharge may be grieved beyond Step two of the grievance and arbitration procedure.

22.2 DISCHARGE – SUSPENSION NOTICES – COPIES TO UNION
A written notice of any discharge, suspension or disciplinary warning shall be given the employee. A copy of discharges and suspension will be sent to the Union. Copies of verbal and written warnings shall be sent to the Union upon request.

23. WAGES
Employees shall be placed on the Minimum Wage Scale, based on years of service, to include any prior experience credit per Article 23.5 (Experience Credit), if applicable,

Note: There shall be Wage and Insurance re-openers September 1, 2017 and September 1, 2018.

Employees shall be eligible for step increases along the Minimum Wage Scale upon their anniversary date of employment.

23.1 MINIMUM WAGE SCALES
The following shall be the 2 Minimum Wage Scale based upon hire date for employees hired prior to January 1, 2012.

<table>
<thead>
<tr>
<th>Effective: 10/6/16</th>
<th>Start</th>
<th>1 year</th>
<th>2 years</th>
<th>3 years</th>
<th>4 years</th>
<th>5 years</th>
<th>6 years</th>
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</thead>
<tbody>
<tr>
<td>Scale 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housekeeping &amp; Laundry</td>
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<td>10.25</td>
<td>10.51</td>
<td>10.76</td>
<td>11.03</td>
<td>11.31</td>
<td>11.59</td>
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<tr>
<td>Scale 2</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td>10.77</td>
<td>11.06</td>
<td>11.32</td>
<td>11.61</td>
<td>11.89</td>
<td>12.19</td>
</tr>
<tr>
<td>Scale 3</td>
<td></td>
<td></td>
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<tr>
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<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>NAR</td>
<td>11.61</td>
<td>11.90</td>
<td>12.20</td>
<td>12.51</td>
<td>12.81</td>
<td>13.13</td>
<td>13.46</td>
</tr>
<tr>
<td>Scale 5</td>
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</tr>
</tbody>
</table>

The following shall be the minimum Wage Scale for employees hired after January 1, 2012.

<table>
<thead>
<tr>
<th>Effective: 10/6/16</th>
<th>Start</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
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</thead>
<tbody>
<tr>
<td>Scale 1</td>
<td></td>
<td>10.00</td>
<td>10.15</td>
<td>10.40</td>
<td>10.66</td>
<td>10.93</td>
<td>11.20</td>
</tr>
</tbody>
</table>
23.2 TMA PREMIUM
CNA’s NAR’s working as TMA’s shall receive seventy-five cents per hour ($0.75) in addition to their applicable rate of pay for all hours worked as a TMA.

23.3 WAGES WHEN CHANGING POSITIONS
When an employee changes job classifications, his/her base wage shall be increased or decreased by the respective difference, if any, between the starting wages for the two positions. This shall not apply to employees who are involuntarily transferred.

23.4 MILEAGE REIMBURSEMENT
If the Employer requires an employee to use his/her personal vehicle, the Employer shall reimburse the employee at the current IRS mileage reimbursement allowance rate.

Employees may leave prior to the end of the shift on facility business with supervisor approval. The employee shall be paid until the end of his/her shift.

23.5 EXPERIENCE CREDIT
Newly hired employees may be given credit for comparable previous work experience along the existing minimum wage scales. All claims for prior comparable work experience must be documented on the employee’s application for employment. It is the responsibility of the employee to furnish proof of prior experience (i.e. dates of employment, hours worked, and duties performed) in order to receive experience credit. The newly hired employee may be paid at the starting pay level on the applicable scale, until such time as acceptable proof of prior work experience is received by the Employer, at which time the employee’s rate of pay shall be adjusted retroactively to his/her date of hire.

Any previous work experience credit given must have one (1) year deducted for placement on the wage scale. A maximum credit of six (6) years’ experience may be given, and subsequently paid at the five (5) year increment along the wage scale. A minimum of two (2) years’ previous work experience must be shown in order to receive one (1) year of experience credit. No experience credit shall be given prior to any two (2) or more year break in comparable employment.

23.6 MINIMUM HOURS
Employees required to report for work will be guaranteed at least four (4) hours pay, exclusive of in-service meetings, or where there is a mutual agreement otherwise
between an employee and the Employer, or where employees are scheduled for three (3) hour shifts in which case they shall be guaranteed at least three (3) hours pay.

23.7 PAY DAYS – EMPLOYER COMPUTATIONS
Definite pay days shall be established on a regular two-week pay period or sooner. 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.

23.8 MANDATORY INSERVICE MEETINGS
Should employees be required to attend in-service or staff meetings, they will be paid at their regular rate of pay. All such meetings/materials shall be offered at least twice. Employees not scheduled to work shall be paid a minimum of one (1) hour’s pay for attendance at such meetings or taking materials home. The Employer will endeavor to give one week’s notice prior to such in-service meetings and attempt to contact those employees not scheduled in the meantime. In an emergency, the Employer will still give at least twenty-four (24) hours’ notice to the employee prior to such in-service meetings.

23.9 NON-MANDATORY MEETINGS
The Employer will attempt to contact all affected employees, in advance, regarding non-mandatory in-service or department meetings and will likewise attempt to briefly familiarize all affected employees who cannot attend as to the topics and information discussed.

23.10 CERTIFICATION TRAINING PAY
The Employer reserves the right to pay newly hired Nursing Assistants, who are not yet certified, such wages as the Employer sees fit, but not less than the Employer’s legal minimum wage during such training and for such duties as they are legally permitted and capable of performing prior to such certification, exclusive of patient care. Seniority for any and all purposes under this Collective Bargaining Agreement starts only when such newly hired NA’s complete said training and then perform productive work covered under the Collective Bargaining Agreement at the appropriate regular wage scale.

23.11 HIGHER CLASSIFICATION PAY
An employee temporarily required by the Employer to perform work in a higher classification shall be paid at the higher rate of pay while performing the functions of the higher classification.

23.12 WEEKEND BONUS
Any employee who picks up an additional shift on an unscheduled weekend shall receive an additional twenty-five dollars ($25.00) for that shift. Employees picking up shifts between four (4) and seven (7) hours shall receive a pro-rated portion of the twenty-five dollar ($25.00) bonus.

23.13 SHIFT DIFFERENTIAL
1. Any employee who works the overnight (NOC) shift shall receive a shift differential of $1.00 per hour in addition to their regular rate of pay for all hours worked on this shift.
2. An employee working the evening shift will receive a $0.25 per hour shift differential.

24. **HEALTH AND SAFETY**

24.1 **SAFETY AND HEALTH**
The Employer agrees to provide a safe and healthful work environment for employees and to maintain high standards of work place sanitation, ventilation, cleanliness, light and noise levels, adequate heating and cooling and health and safety in general. The Union acknowledges its responsibility to promote health and safety and will cooperate with the Employer in striving to maintain such standards.

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

24.3 **HEPATITIS VACCINE**
The Employer shall provide a non-probationary employee’s Hepatitis B vaccine at no cost to the employee should the employee desire to be vaccinated.

24.4 **HOSTILE/ABUSIVE BEHAVIOR**
If an employee is experiencing what he or she perceives to be hostile, abusive, or disruptive behavior, he or she may meet with the Administrator, and if he or she wishes, a Union representative to discuss the matter.

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

26.1 JOB DESCRIPTIONS
The Employer will maintain job descriptions for all classifications covered by this Agreement. Job descriptions will be made available to a Union Representative or interested employees.

26.2 BREAKAGE
The Employer shall not charge employees for breakage of Nursing Home property unless such damage was intentional and caused by willful and deliberate actions of the employee, or was the result of employee negligence.

26.3 CHANGE OF STATUS
A change in status from full-time to part-time or vice versa, or from one classification to another, shall not work a forfeiture of earned benefits.

26.4 PERSONNEL RECORDS
An employee shall be entitled to inspect her/his personnel records, including but not limited to, performance appraisals, disciplinary notices or records, and attendance. Such review will be at reasonable times outside of work hours and with proper notice to the Employer in accordance with Minnesota law.

26.5 PARKING
The Employer will continue to provide free parking. Employees shall park in designated areas only.

26.6 FREE MEALS
The Employer will continue to offer free lunches and dinners to employees who work on a holiday or to an employee who is called in by the Employer to work on a scheduled day off, or on “snow days” to be named at the Employer’s discretion. Employees who work a double shift may request a free meal.

26.7 SAVINGS CLAUSE
Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon seek a substitute provision which is in conformity with the applicable law.

27. EXPERIMENTAL PROGRAMS
The Employer and the Union recognize that from time to time, the requirements of staffing and operating a nursing home may, due to circumstances beyond anyone’s control, become burdensome to employees. To this end, the Employer may, with notice sent to the Union within twenty four (24) hours, in situations where it is necessary to
maintain the efficient operation of the facility, offer premium or overtime pay to employees who volunteer to assume additional hours or responsibilities. The length of this premium will be based on the needs but must be implemented in a fair and equitable manner.

The Employer may also initiate incentive award programs with the approval of the Union, to encourage or reward employees. The discontinuance of these programs must be mutually agreed to between the Union and the Employer.

Any experimental programs implemented above shall not conflict with and must be in addition to the provisions of the Agreement. All such programs must be applied to eligible employees in a fair and equitable fashion.

The Union shall not unreasonably deny the approval of the implementation of these programs.

28. NO STRIKE/NO LOCKOUT

The Employer and the Union agree that because of the services of the Employer to the community, this Agreement prohibits strikes, slowdowns, lockouts or work stoppages during the life of this Agreement.

In the event that an unauthorized strike occurs, the Union shall:

1. Notify the Employer that such strike is unauthorized;
2. Order its members to return to work, and
3. Advise the employees, in writing, that the strike is unauthorized and that the employees are directed to cease such action and return to work.

The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance and arbitration provisions of this Agreement.

29. SCOPE OF BARGAINING

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.
30. SOLE AGREEMENT AND WAIVER

This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior Agreements, oral and written, and expresses all the obligations of, or restrictions imposed on, the respective parties during its term. The Agreement can be changed only by a written Amendment executed by the parties hereto. The Waiver in any particular instance of any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.
31. TERM OF AGREEMENT

This Agreement shall become effective on October 1, 2016, and shall continue in full force and effect through December 31, 2019. It shall be automatically renewed from year to year thereafter unless either party gives written notice to modify, amend, or terminate it at least ninety (90) days, but not more than one hundred twenty (120) days prior to December 31, 2019, or December 31 of any year thereafter if it is automatically renewed.

This Agreement shall be reopened upon request of the Employer or Union for the purpose of negotiating the Wage Scales and Insurance effective September 1, 2017 through August 31, 2018, and again September 1, 2018 through December 31, 2019.

This Agreement has an expiration of December 31, 2019.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives on the date indicated below.

Balaton Care Center

By ____________
Executive Director

Date ______________

SEIU Healthcare Minnesota

By ____________
Business Representative
SEIU Healthcare Minnesota

Date ______________
Letter of Understanding  
Between  
SEIU Healthcare Minnesota  
and  
Balaton Care Center

Effective upon ratification of this Agreement, the previous Pay In Lieu of Benefits Program at Colonial Manor is no longer in effect. Employees shall be paid according to the Minimum Wage Scales as set forth in Article 23.1, and shall be eligible for benefits providing they meet the minimum hour requirements as set forth throughout this agreement.

By  
Balaton Care Center  

By  
SEIU Healthcare Minnesota  

Date 12-7-16  

Date 12-6-16
Letter of Understanding
between
Balaton Care Center
and
SEIU Healthcare Minnesota

The Labor Management Committee shall review staffing hours and allocation and make recommendations as needed.

By  
Balaton Care Center

By  
SEIU Healthcare Minnesota

Date 12-7-16  
Date 12-6-16
Letter of Understanding  
between  
Balaton Care Center  
and  
SEIU Healthcare Minnesota  

Both parties agree that there will be a change in Article 5.2D on reporting of employees.  

The Employer shall change to a system of providing a unique employee identification number which will replace the current practice of using the employee’s social security number.  

It is also agreed that the Employer will not implement a new number system until both parties have agreed to the new system.  

By ____________________________  
Balaton Care Center  
Date 12-7-16  

By ____________________________  
SEIU Healthcare Minnesota  
Date 12-6-16