Collective Bargaining Agreement

Between

Ebenezer Care Center

And

SEIU Healthcare Minnesota

Effective
January 1, 2017

Through
December 31, 2020
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Agreement between 
Ebenezer Care Center 
and 
SEIU Healthcare Minnesota 

Preamble 

This Agreement is made and entered into this 1st day of October 2015 by Ebenezer Care Center (the “Employer”) and SEIU Healthcare Minnesota, (the “Union”). The Employer recognizes the Union as the exclusive bargaining representative of Employees employed in the unit for which the Union was certified by the National Labor Relations Board in NLRB Case No. 18-RC-16389 as unit employees’ exclusive representative. 

Article 1 - Definition of Employees 

1.1 Employees 

Whenever used in this Agreement, the term “employees” shall be limited to all full-time and regular part-time NAR’s, Premium Pool Employees, Housekeeping Employees, Laundry Employees, Central Supply Employees, Custodians and Maintenance Employees employed by the Employer at its 2545 Portland Avenue South, Minneapolis, Minnesota facility, excluding all other employees, including but not limited to Adult Day Center Employees, professional employees, technical employees, business office clerical employees, department heads, managerial employees, guards and supervisors as defined in the Act. 

1.2 Employee Definitions 

Full-Time Employees: Employees who regularly work at least sixty (60) hours during a two-week pay period shall be classified as full-time employees. 

Part-Time Employees: Employees assigned to schedules who regularly work less than sixty (60) hours during a two-week pay period shall be classified as part-time employees. 

Premium Pool Employees: Employees without a block schedule who work a minimum of four (4) shifts per two (2) pay periods and up to sixty (60) hours per pay period shall be classified as premium pool employees. Premium pool employees must work a minimum of two (2) holidays per year. 

Casual Employees: Employees who do not have a regular schedule but are on-call for short lived employment of an uncertain tenure, less than thirty-two (32) hour per
month, shall be classified as casual employees. Casual employees are excluded from the bargaining unit.

**Article 2 - Recognition**

**2.1 Classification or Title Change**

In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job classification not specified in Appendix A hereof, the issue shall be submitted to the National Labor Relations Board for determination. Upon inclusion of a new or modified job classification within the bargaining unit, the wage rate of such classification shall be negotiated by the Employer and the Union and the rate agreed upon shall become a part of this Agreement. The Employer shall notify the Union at least ten (10) days in advance of any proposed new classification or title, or employee transfer or promotion, either to positions covered by this Agreement or outside it.

**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 provision of this Agreement.

**Article 3 - Union Security**

**3.1** There is a Collective Bargaining Agreement between the Employer and SEIU Healthcare Minnesota, covering wages, hours of work, and other terms and conditions of employment. The Collective Bargaining Agreement provides that the Union is the sole representative for the classification of work for which the Employee is hired. After completion of ninety (90) 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 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.

3.2 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 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 an enrollment fee in an amount equal to the standard initiation fee paid by Employees who become Union members and a monthly service fee equal to 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. The fee required by paragraph one shall be due and payable upon the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter. Monthly payments required by paragraph two are due and payable the first (1st) day of the month following the completion of ninety (90) days of employment and shall be paid by the tenth (10th) day of each month.

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

3.3 Dues Deductions

The Employer agrees to deduct Union dues and initiation fees, or comparable enrollment and service fees for employees electing not to become Union members, from the wages of employees who voluntarily provide the Employer with a written authorization to make such deductions. Any Employee who is paying dues or an amount equal to dues may stop making these payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more that forty-five (45) days before the annual anniversary date of the Employee's authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer will honor Employee check off authorizations unless they are revoked in writing during the window period, irrespective of the Employee’s membership in the Union.

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 name of those for whom such deductions have been made.

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

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

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

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

The Union will provide to the Employer verification that dues deductions have been made authorized by the employee. Employees may express such authorization by submitting to the Union a written membership form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization or by any other means if indicating agreement allowable under state and federal laws.

3.4 Employee Lists

Each month, the Employer will send the Union a list with the following information:

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

- **Non-Contract**: name, social security number, date of job transfer, position the employee is transferring from and into, new hire information if the employee is transferring into the bargaining unit.

- **Terminated Employees**: name, termination date, classification and social security number.

- **Employees on Leave of Absence**: name, date leave begins, date or return and social security number.

- **Changes**: name changes, address changes, phone number changes, changes in hours per pay period, change in classification, any other changes affecting union membership or dues, and social security number.
- **Hourly Reports:** monthly lists of all employees in the bargaining unit with actual hours worked by pay period/month, along with name, social security number and period the hours cover.

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

In 2007 SEIU will be moving to a percentage dues system which is based on each member's gross pay 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, will need the following data which is in addition to the member information currently provided herein:

- **Each Pay Period:** name, social security number, gross pay per pay period, and dues deduction amount
- **Monthly:** name, hire date, social security number, classification, department, number of hours actually worked per pay period, wage rate, gross earnings per pay period, and actual amount of dues deducted
- **Annually:** name, social security number, gross collective bargaining wages, and annual dues deduction.

3.5 The Employer shall work with the Union in order to process dues and reporting of hours via media.

3.6 Upon written notification of the Union, the Employer will provide yearly wage updates for each employee in the bargaining unit including any additional information requested by the Union.

3.7 **Committee on Political Education (COPE)**

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

The Union will hold the Employer harmless from any dispute with an employee concerning deductions made.
3.8 SEIU Healthcare Minnesota Lobby Day

The Employer agrees to replace two SEIU Healthcare Minnesota members and pay for lost scheduled time to participate in SEIU Healthcare Minnesota - sponsored Lobby Day activities to promote funding for nursing homes. The members will be selected by the Business Representative.

Article 4 - 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.

Article 5 - 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.

The Employer agrees not to discriminate against any applicant or employee with respect to his/her hiring, tenure or conditions of employment, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of such individual’s race, color, creed, religion, age, sex or national origin, disability, disability related to pregnancy 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.

Article 6 - 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, 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.

Article 7 - Discipline and Discharge

7.1 No Discharge Without 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 ten (10) 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

7.2 Grievances Related to Discipline – Copies to Union

A written notice of any disciplinary action shall be given the employee and a copy sent to the Union, if requested by the disciplined employee or the Union.

7.3 Employee Quit Notice

Any employee who wishes to quit will give the Employer two (2) weeks notice.

Article 8 - 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 provisions of this Agreement and such meetings shall be exclusive of the grievance and arbitration provisions in this Agreement as grievances shall not be considered proper subjects at such meetings.
Article 9 - Grievance and Arbitration Procedure

Should any differences or disputes arise over the interpretation of, application or compliance with the terms or provisions of this Agreement, there shall be an earnest effort on the part of both parties to settle promptly through the following Steps. Employer grievances begin at Step 2 (below) by the Employer notifying the Union’s Business Representative, who shall be responsible for providing the responses required under this procedure.

Step 1

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

Step 2

If the grievance is not resolved in Step 1, it shall be reduced to writing on a mutually acceptable grievance form and submitted to the Union Business Representative or the Employer’s Administrator/Designee.

Guidelines for timely filing a grievance are based on the nature of the grievance:

- Grievances related to disciplinary action shall be timely if received by the employer within ten (10) days of the action.
- Grievances related to wages, hours and PPL shall be timely if received by the employer within (30) thirty days after the regular pay day of the period in which the alleged violation occurred,
- Grievances related to all other issues shall be timely if received by the employer within ten (10) days of the event or action.

The Employer/Designee and the Union Business Representative shall have a conference within ten (10) days of receipt of the written grievance and will attempt to resolve the grievance.

The Employer or Business Representative shall have ten (10) calendar days after the Step 2 conference to respond in writing to the grievance. If the issue is not resolved the grievance may proceed to Step 3 within ten (10) days of the Employer’s response.

There shall be no “leapfrogging” of current employees base rates by reason of experience credit. “Leapfrogging” is defined as a newly hired employee receiving experience credit which places their base rate higher than a current employee with same years of experience. The resolution to “leapfrogging” shall be a step one meeting.
to verify base rates. Additional concerns may be addressed through the grievance and arbitration process.

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 for the purpose of attempting to resolve the dispute. This meeting is a mandatory condition of arbitration and may only be waived by mutual agreement of the parties.

Step 4 - Mediation

If a satisfactory settlement cannot be reached at the Step 3 meeting, the grievance may be submitted to the Federal Mediation and Conciliation Service (FMCS) grievance and mediation process, if the Union so requests in writing within ten (10) calendar days of the receipt of the response from the Employer. Mediation may be requested by the Union or Employer.

Step 5

If satisfactory settlement cannot be reached through FMCS grievance mediation process, the grievance may be submitted to arbitration, if requested by either party in writing to the other party within ten (10) calendar days of the grievance mediation process as provided above.

Step 6

If a grievance is not resolved in Step 3, either party may refer a grievance to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer’s Administrator/Designee or the Union’s Business Representative/Designee within ten (10) calendar days following the Step 3 meeting. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The Employer and the Union shall each alternatively strike one (1) name, and the order of striking shall be determined by chance. The remaining arbitrator, after each party has made three (3) strikes, shall hear and determine the dispute.

In addition the party initiating arbitration will request a list of arbitrators from FMCS within 90 days of the receipt of demand for arbitration. The Employer and the Union will work together to expedite a mutually agreed upon date for the selection of the Arbitrator.
A. If an arbitration is conducted, the authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue.

B. The parties will mutually encourage the arbitrator to issue his or her award, absent mutual agreement of the parties, within thirty (30) calendar days following the close of the record. The award of the arbitrator shall be final and binding upon the Employer, the Union and Employee(s) involved. The fees and expenses of the arbitration shall be divided equally between the Employer and the Union, provided however each party shall bear the expense of preparing and presenting its own case.

C. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. A party’s failure to respond to a grievance on any level shall be treated as a denial of the grievance. Failure to follow said time limitations for filing a grievance and/or demanding arbitration shall result in the grievance being permanently barred, waived and forfeited, and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.

D. The parties’ obligation to process grievances or to submit any disputes to arbitration under this Agreement shall end upon the expiration of this Agreement, except with respect to grievances which arise prior to expiration of this Agreement.

**Article 10 - 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 shall notify the Employer prior to schedule visits. Such visits must be confirmed and may be rescheduled at the Employers request at a mutually agreed upon date. These visits may be used for new member orientation.
3. The Business Representative will sign in at the main desk upon arrival, receive a badge for identification purposes, and sign out upon departure.

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

5. 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.

**Article 11 - 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. If the Employer believes the above sentence has been violated, the Employer shall notify a Steward to resolve the issue.

**Article 12 - Stewards**

The Employer recognizes the right of the Union to designate Stewards to handle official Union business. Stewards will be required to handle Union business on non-work time in non-work areas unless Management requests their presence. The Union may inform the Employer, in writing, as to the names of employees selected as Stewards.

The Union may appoint a member(s) to meet with new employees in bargaining unit classifications for the purpose of new member orientation. The Union shall notify the Employer of such appointed members and the Employer shall work with the Union in scheduling such orientation on paid time. The Employer will provide contact numbers, emails and schedule information to the union in order that the Union can schedule orientation, maximum of two (2) per month and minimum of one (1) time per month. Fifteen minutes will be allotted for new member orientation.

**Article 13 - Seniority**

13.1 Placement on List

Employees retained by the Employer after completion of their probationary period, will be credited with seniority as of their first day of employment with the Employer and their names will be added to the seniority list.
13.2 Basis of Seniority

Seniority will be based on an employee’s most recent date of hire. Seniority shall be by classification within each department based on an employee’s most recent date of hire within that classification. There shall be separate seniority lists for each classification which shall include full-time and part-time employees. Employees working in more than one classification shall accrue all their seniority in their primary classification. The classifications shall be: NAR’s, Housekeeping/Laundry, Central Supply, Maintenance, and Custodians. Employees who transfer from another Ebenezer facility shall be given credit for time worked at other Ebenezer facilities for purposes of determining wage rates and benefits. For all other purposes (layoff, job bids, etc.), seniority date will be the date of hire or transfer to Ebenezer Care Center.

13.3 Seniority Lists

The Employer shall, on or before the thirtieth (30th) day following the commencement of this Agreement, prepare and post seniority lists by classification of all employees covered by this Agreement, specifying the seniority of each employee. Such lists shall be updated every six (6) months.

13.4 Vacant Positions

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

Job related qualifications, as determined by the Employer, may include but are not limited to, related experiences and registration. The employee with the required qualifications with the most seniority in the classification with the vacant position shall be awarded the position. If no employee within the classification bids on the position, the most senior qualified applicant outside the classification shall be awarded the position. The Employer may assign employees to particular areas, residents, or tasks as necessary to satisfy regulatory/resident care objectives.

13.5 Transfers

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

If an employee transfers to a new position (i.e., change in shift, schedule, or floor), that employee may not apply to transfer to another position for at least ninety (90) days.
13.6 Layoffs/Reductions/Recall

In reducing the number of employees or making a reduction in hours, 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 within a department. Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for up to a maximum of six (6) months. The Employer will make a reasonable effort to give two (2) weeks’ notice of impending layoff/reduction to affected employee(s).

Employee eligibility for various Employer benefit plans shall be determined by the eligibility requirements of each plan. Employees who move among classifications shall retain their dates of hire and/or total compensated hours for purposes of determining employee benefit plan eligibility and benefit accrual rates.

13.7 NAR’s/TMA’s

For NAR’s/TMA’s hired on the same date, seniority will be based on the original date that the application was filled out.

Article 14 - Work Week

14.1 Pay Period

Each employee’s pay period shall consist of fourteen (14) consecutive days beginning with the Sunday shift. The payday for such pay period shall be within five (5) work days of the end of the payroll period. The Employer may adjust the time/day/start time of the payroll period and payday with not less than fourteen (14) days prior notice to the Union and employees.

14.2 Workday

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.

14.3 Work Period/Overtime

The regular workday will generally be seven and one-half (7.5) to eight (8) hours, although individual employee workdays may vary. An employee who works in excess of eighty (80) hours during the two (2) week pay period, in excess of eight (8) hours in any twenty-four (24) hour work day, or in excess of eight (8) consecutive hours shall be paid at one and one-half (1.5) times the employee’s regular rate of pay for all hours so worked.

Full-time and part-time employees shall normally work up to ten (10) days per pay period including every other weekend and have alternate weekends off.
Employees shall not be required to take time off in lieu of overtime pay.

14.4 Consecutive Days of Work

No employee shall be required to work more than seven (7) consecutive days during a two (2) week period without the payment of overtime at one and one-half (1.5) times the employee's straight-time hourly rate of pay for any days in excess of seven (7) required consecutive days. Such rate of pay shall continue until the employee's next day off.

14.5 Twelve Hours Between Scheduled Shifts

Employees shall not be required to return to work within twelve (12) hours following the end of the employee's last scheduled prior shift except upon payment of overtime at one and one-half (1.5) times the employee's straight-time hourly rate of pay for all hours worked until the twelve (12) hour requirement is met.

14.6 No Split Shifts

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

14.7 Flexible Scheduling

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 conditions:

1. 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 of 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.

2. The Employer and an individual employee 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 (1.5) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in this Section.
14.8 Posting of Schedules

Schedules shall be posted a minimum of two (2) weeks in advance of employees’ scheduled work. Once posted, no employee's schedule shall be changed except upon agreement of the affected employee. Employees will be allowed to trade scheduled work days with the Employer’s approval and as long as the traded shifts do not result in additional overtime.

14.9 Seniority Preference

In the establishment of new schedules and in filling vacancies, the Employer shall give preference to employees in accordance with seniority by classifications.

14.10 Picking Up Shifts

Available hours are posted at least one month prior to the start of a schedule. Employees have seven (7) days to request open shifts and must do so by submitting the Available to Work form to the scheduling office. Open shifts are granted based on:

1. Full-time or part-time seniority – non-overtime
2. Premium Pool – non-overtime
3. Casual on-call – non-overtime
4. Overtime based upon seniority

After the reposting of the schedule, employees have forty-eight (48) hours to accept or decline their pick-up shift(s). If the employee wishes to decline, a form must be submitted to the scheduling office. Not returning the form is considered as having accepted the shift(s). Once the shift is scheduled, it becomes that employee’s shift. After the final schedule has been posted, any remaining open shifts will be filled based upon first request. Once the shift is scheduled, it becomes that employee’s shift.

14.11 Extra Hours

At no time shall the Employer be left without sufficient number of employees to do the work. To insure the above, the following steps will be followed:

1. All extra hours will first be offered to regularly scheduled employees by seniority on a non-overtime basis.

2. All extra hours will be then offered to casual, on-call, or premium pool employees by seniority, on a non-overtime basis.

3. All extra hours will then be offered to employees by seniority on an overtime basis; however an employee cannot exceed one hundred twenty (120) hours per pay period and no more than two (2) double shifts in two (2) consecutive days.
4. Should the above steps not be successful, the Employer may use outside pool labor to fill extra hours.

The Employer shall maintain a monthly sign-up list of employees who would like to be called for extra hours. The Employer shall call employees who have signed up by seniority; the Employer is obligated to call only employees on the monthly sign-up list.

14.12 Two Hour Guarantee

If an employee reports for work and is sent home for lack of work, the employee shall receive two (2) hours work or two (2) hours pay.

14.13 New Article Call Pay for On Call

Employees who are notified or alerted to be off-premises on-call shall be paid at $25.00 per day. An Employee who is called -in from off premise call will receive a minimum of two hours of work or pay.

Article 15 - Meals and Breaks

15.1 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.

15.2 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 unit 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 and one-half (7.5) hours, may take one (1) thirty (30) minute unpaid meal period and one (1) fifteen (15) minute paid break.

Employees scheduled for seven and one-half (7.5) hours or more may take one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid breaks.
Article 16 - Paid Personal Leave/Extended Illness Bank

16.1 Paid Personal Leave (PPL)

Employees who are regularly scheduled to work at least forty (40) hours per pay period and have completed six (6) months of employment will be eligible to use PPL time. PPL is paid time off accrued that is used for vacations, short-term illness and personal time.

Planned time off must be requested in accordance with past practice in the employee’s department. For unplanned time off (due to illness, emergency), the employee must notify his/her supervisor or the designated person at least four (4) hours prior to the beginning of the employee’s shift, two (2) hours for the day shift. The Employer may, at its discretion, waive the notification requirements under emergency circumstances.

Employees may have in their PPL balance up to twice the annual maximum accrual amount:

- Employees may have up to 256 hours in their PPL balance during 1-5 years of employment
- Employees may have up to 336 hours in their PPL balance after 5 years of employment
- Employees may have up to 416 hours in their PPL balance after 10 years of employment.

Once the maximum is reached, PPL accrual stops until Employee either uses some of their PPL, or Employee moves to the next level of accrual due to a milestone anniversary (see PPL Accrual rates below).

PPL Cash Payment:

After one (1) year of employment Employees may cash in up to fifty (50%) per cent of their PPL up to a maximum of eighty (80) hours. This option is available to Employees one time per calendar year. Requests must be made by using the PPL Cash Payment form and giving it to the Human Resources Department.

Unused PPL is paid to employees who resign from their employment if they have been employed for one (1) year, have worked at least 1040 hours, and have provided the Employer with proper quit notice as provided for in Article 7.3 of this Agreement. Employees who are terminated by the Employer who have been employed for one (1) year and have worked at least 1040 hours will be paid their available PPL balance.
Using PPL:

Employees who take FMLA leave shall have the choice of using or not using PPL time. The employee must notify the Employer in writing if he/she does not want PPL applied during an FMLA leave.

Employees with ten (10) or more years of service will be able to utilize six (6) days of PPL on weekends.

Accrued PPL must be used to maintain authorized hours. If hours are reduced due to changes in staffing needs and an Employee is sent home, the Employee may chose to use PPL, or take the time off without pay.

16.2 Paid Personal Leave Accrual Rates

<table>
<thead>
<tr>
<th>Date of hire</th>
<th>Accrual Rate</th>
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<tr>
<td>1-5 Years</td>
<td>.06154 hour for each hour worked</td>
</tr>
<tr>
<td>6-10 Years</td>
<td>.0808 hour for each hour worked.</td>
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<tr>
<td>11th+ Years</td>
<td>.1000 hours for each hour worked.</td>
</tr>
</tbody>
</table>

PPL is accrued on hours worked and when PPL hours are used.

The Employer will provide employees with available PPL and EIB balances through its Human Resource/Payroll Department.

16.3 Extended Illness Bank (EIB)

Employees who are regularly scheduled to work at least forty (40) hours per pay period and have completed six (6) months of employment will be eligible to use EIB time.

Extended illness Bank is used for the employee’s hospitalization and/or longer term illness or disability. Unused EIB is not paid to resigning or terminating employees.

An employee accrues .023077 hours per each compensated hour, up to a maximum of 240 hours.

EIB is used on the first day of hospitalization, or after missing three (3) consecutively scheduled days of work due to illness or disability. For the first three (3) days of illness, the employee must use PPL. EIB hours are used beginning with the fourth (4th) day until the entire EIB balance has been depleted. In the event an employee utilizes his/her entire EIB balance, subsequent hours will be paid from his/her available PPL balance.
The Employer will provide employees with available PPL and EIB balances through its
Human Resources/Payroll Department.

The Employer will advise employees regarding the available EIB balances on a semi-
annual basis and also, employees may check with the Human Resources/Payroll
Department. PPL accruals are on employees’ pay stubs.

Article 17 - Leaves of Absence

17.1 Applying For Leaves of Absence

Requests for leaves of absence shall be made in writing using Employer forms. 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. Personal leaves may be
granted at the discretion of the Employer.

17.2 Illness/Injury Unrelated to Work

After completion of one (1) calendar year of employment, employees may be eligible for
a leave of absence of up to six (6) months without pay if the employee is unable to work
due to illness or injury unrelated to work. In the case of an illness or injury leave, a
physician’s statement may be required to confirm that an employee is unable to work
for a designated length of time. Employees returning to work after an illness or injury
leave will be required to furnish a physician’s report certifying that employee’s ability to
perform the essential functions of his/her position, with reasonable accommodation, if
appropriate. Should the employee return from such leave within three (3) months of
the start of the leave, the employee shall be returned to his/her former position or a
substantially similar position (with the same classification, shift and number of hours as
the employee’s pre-leave position). Should the employee remain on leave for longer
than three (3) months, the Employer does not guarantee that the employee’s position
will be available but the employee will be given preference in filling other positions for
which the employee is qualified.

17.3 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 statues shall be taken concurrently unless otherwise required under law.

17.4 Military Leave

The Employer shall comply with all applicable state or federal laws relating to such leave.
17.5 Benefits During Unpaid Leave

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

17.6 Health Insurance During Leave

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

17.7 Bereavement Leave

Employees who are regularly scheduled to work and have completed their probationary period may take bereavement leave in the event of a death of an immediate family member (parent, parent-in-law, step-parent, grandparent, brother or sister of employee or current spouse, spouse, child, stepchild, or grandchild). An eligible employee may take paid bereavement leave for up to three (3) scheduled work days.

The requested days are eligible for pay only if the employee was scheduled to work on the requested days. Employees who take bereavement leave will be paid only for scheduled hours on requested days of leave.

An employee who feels that he or she needs additional time off for bereavement may request additional unpaid time off, or may use PPL time, at the discretion of and with the Employer’s prior approval.

17.8 Jury Duty Leave

An employee called to serve on jury duty shall be allowed time off by the Employer and shall be reimbursed for the difference between the amount paid for such jury duty and his/her compensation for regularly scheduled work hours necessarily lost because of such jury duty, for a period of up to five (5) scheduled work days. Employees on jury duty leave are encouraged to work those otherwise scheduled hours when the employee is not serving on the jury. Employees called to serve on a jury must notify their department head as soon as possible so that a replacement may be found. The employee must provide proof of jury duty and pay received.
Article 18 - Holidays

18.1 Employees who have completed two (2) full pay periods since their date of hire and are regularly scheduled to work at least sixty (60) hours per pay period will be eligible for the following paid holidays:

- New Year’s Day
- Easter Sunday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas

All employees (except premium pool employees) shall be paid double time for all hours worked on a recognized holiday. If not on the schedule, employees shall receive the holiday off with pay.

Premium pool employees shall be paid at time and one-half (1½) for hours worked on a recognized holiday.

Overtime shall not be “stacked” on top of double time for hours actually worked on holidays. An employee who works overtime on a holiday will be paid at the rate of two (2) times his/her regular rate for all hours worked on a holiday.

Full-time and part-time employees shall normally work a rotation pattern on every other Christmas. The remaining six (6) holidays will be posted from November 1 – 15 of each year for the upcoming year. Employees will select a minimum of three (3) holidays per year to work, excluding Christmas. Employees will be granted requested holidays based upon seniority within the classification. Seniority will be based upon routinely scheduled shifts (mornings, afternoons, or evenings). In the event an employee does not work his/her scheduled holiday, he/she will automatically be scheduled to work the following holiday.

18.2 Holiday Sick Calls

In order to be eligible for holiday pay, an employee must have worked the regularly scheduled work day before and after the holiday unless excused by the Employer or in cases of authorized leave or proven sickness.

Article 19 - Insurance

19.1 Health Insurance (Includes Vision Benefits)
Long-Term Disability (LTD) Insurance
Dental Insurance
Accidental Death and Dismemberment Insurance
A. During the life of this Agreement, the Employer will offer health insurance, dental insurance, LTD, and accidental death and dismemberment insurance to employees covered by this Agreement under the same terms and with the same coverage, eligibility requirements, deductibles, Employer contributions, limits on the Employer’s contributions, carriers, premiums, enrollment periods and other aspects of plans as Ebenezer offers to other hourly paid employees.

B. The Employer shall have the right to amend the foregoing plans, including coverage eligibility criteria, deductibles, Employer contributions, limits on the Employer’s contributions, carriers, premiums, enrollment periods, and other aspects of the plans, provided any such amendments are also applicable to other Ebenezer hourly employees. The Employer agrees to give the Union and employees notice in advance of any such changes, but shall not be obligated to bargain with the Union regarding any such changes.

19.2 Term Life Insurance

The Employer shall offer term life insurance to employees who are regularly scheduled to work a minimum of sixty (60) hours per pay period in the amount of $15,000.00. Eligibility, enrollment and other aspects of the plan shall be governed by the plan documents. The Employer may modify any aspect of this plan except for the benefit amount.

Article 20 - Health and Safety

20.1 Lab Work/Mantoux Text

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.

20.2 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.

Article 21 - Successorship

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

Article 22 - No Strike/No Lockout
The Employer and the Union agree that because of the services of the Employer, that this Agreement prohibits strikes, slowdowns, lockouts or work stoppages (prohibited conduct) during the life of this Agreement.

In the event that prohibited conduct occurs, the Union shall:

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

The prohibition against conduct and lockouts shall be absolute and shall apply regardless of whether the dispute is subject to arbitration under the grievance and arbitration.

Article 23 - Miscellaneous

23.1 Personnel Records

An employee shall be entitled to inspect his/her 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.

23.2 Applicable Law

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

Article 24 - 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.

Article 25 - Management Rights

Except as specifically limited by the written provision 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 and exclusive rights 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 employees; 

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. 

**Article 26 - Duration and Changes**

**26.1 Duration**

This Agreement shall become effective on January 1, 2017 and shall remain in effect through December 31, 2020. Either party may reopen this agreement for wage reopener January 1, 2018 and January 1, 2019. The party desiring to reopen this agreement for such negotiations shall give written notice to the other at least 90, but no more than 120 days, prior to January 2018 and January 2019.
26.2 Termination and Changes

It shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate it at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, 2020 or December 31st of any year thereafter if it is automatically renewed.

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

By ____________________________  By ____________________________
Ebenezer Care Center  SEIU Healthcare Minnesota

Date ____________________________  Date ____________________________

jx
Opelu#12
APPENDIX A

Effective January 1, 2017 the scales shall increase by two and one quarter (2.25) per cent. Effective January 1, 2017 all employees shall receive a two and one quarter (2.25) per cent per cent increase.

1. Employees will receive a step increase on their anniversary throughout the duration of the contract.
2. Employees with ten (10) years of service or greater will receive a bonus of $300 (three hundred dollars) on each anniversary.

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Differentials:

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<td>NAR's Weekends</td>
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Custodian/Security

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<td></td>
<td>Weekend Day</td>
</tr>
<tr>
<td></td>
<td>Weekend Evening</td>
</tr>
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</table>

Explanation:

1. The three (3) month pay raise is given only to people hired with no previous experience.
2. All positions follow the steps until they pass the eight (8) year level. At that point, they receive annual increases of one percent (1%) on their anniversary date.
Letter of Understanding
between
Ebenezer Care Center
and
SEIU Healthcare Minnesota

It has been agreed that Stewards will be given up to fifteen (15) minutes of paid time per month to orient new employees to the Union. The Employer will notify the Steward(s) of the time of the orientation.

__________________________________________  ____________________________
Ebenezer Care Center                      SEIU Healthcare Minnesota

__________________________________________  ____________________________
Date                                          Date

bb
Opeiu#12
Letter of Understanding  
Between  
Ebenezer Care Center (a.k.a. Ebenezer Hall)  
And  
SEIU Healthcare Minnesota  

Current TMAs – Grandfather Clause  

The Employer will develop a job class and pay scale for TMA’s. This will be in effect for TMA’s hired after 11/01/07 and will be included in the main body of the new contract.  

Current TMA’s (listed below) will be grandfathered in on a separate wage scale that is commensurate to $3.00 more per each step on the existing NAR scale (see below). Current TMA’s who are off the current NAR scale will be given a $3.00 per hour increase. Under this new plan, there is no TMA differential.  

Affected Employees:  
1. Thora Abdul  
2. Hellen Boayla  
3. Mamoudou Diallo  
4. Frederick Kimba  
5. Clara Paylue  
6. Samuel Sesay  
7. Gebi Tahiro  
8. Cassandra Warren  
9. Sadiyo Warsame  
10. Bismarck Williams  

Wage Scale  
Effective  
Start 14.25  
Month 14.36  
1 Year 14.43  
2 Years 14.63  
3 Years 14.82  
4 Years 14.92  
5 Years 15.02  
6 Years 15.11  
7 Years 15.21  
8 Years 15.32  

Differentials  
PM’s and NOC’s $0.50  
Weekends $1.00
1. If these individuals pick up an open shift as an NAR, they will be treated as dual employees and will receive NAR pay for that shift.

2. All positions follow the steps until they pass the eight (8) year level. At that point, they receive annual increases of one percent (1%) on their anniversary dates.

By ________________________________  
Ebenezer Care Center

Date ________________________________

By ________________________________  
SEIU Healthcare Minnesota

Date 04/11/17