COLLECTIVE BARGAINING AGREEMENT BETWEEN

ECUMEN NORTH BRANCH

AND

SEIU HEALTHCARE MINNESOTA

JANUARY 1, 2017 – DECEMBER 31, 2019
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AND
SEIU HEALTHCARE MINNESOTA
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AGREEMENT
between
ECUMEN NORTH BRANCH
And
SEIU HEALTHCARE MINNESOTA

PREAMBLE

This Agreement is made and entered into by Ecumen North Branch (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-16167 as unit employees exclusive representative.

Article 1 - Definition of Employees

1.1 Employees

The Union will be recognized as the exclusive bargaining agent for all full-time and regular part-time NAR’s, medical records employees, dietary employees, activities (life enrichment) employees, non-supervisory LPN’s, recreation therapy employees, and Homemakers (Resident Assistants) employed by the Employer, Ecumen North Branch at its North Branch, Minnesota facility, excluding all other employees, including but not limited to RN’s, supervisory LPN’s, department heads, summertime employees, receptionist, and supervisor as defined in the Act. Summertime employees (June 1 - August 31) shall be excluded from the bargaining unit with the understanding that vacant positions will be posted for at least seven (7) days prior to being filled by a summertime employee.

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.
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, an Employee shall have the following two choices:

1. An Employee 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. An Employee may elect not to become a Union member and pay a service fee and monthly fees. An Employee making this choice 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 choice 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. Employees may voluntarily elect to have Union dues or service 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 dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Employees covered by this Agreement who elect not to become Union members shall pay to the Union an enrollment fee in an amount equal to the standard initiation fee paid by Employees who become Union members and service fees equal to the standard dues paid by Union members. This payment in no event shall exceed the regular Union dues paid by Union members working an equivalent number of hours.
Payments required by this section shall be made only after an Employee has completed ninety (90) days of employment. The fee required by paragraph one shall be due and payable upon the ninety-first (91st) 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. 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. The written authorization shall be irrevocable for a period of one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from the wages of employees in the second (2nd) 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.

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.
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- **Transferred Employees:** (This applies to employees transferring within the bargaining unit or transferring into or out of a bargaining unit position.) name, social security number, date of job transfer, position the employee is transferring from and into, new hire information for those employees new to the bargaining unit.

- **Terminated Employees:** (from the bargaining unit) name, termination date, classification, and social security number.

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

- **Changes:** name changes, address changes, phone number changes, changes in hours per pay period, change in classification, any other changes affecting union membership or dues, and social security number.

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

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

- **Each Pay Period:** name, social security number, gross pay per pay period, and dues deduction amount.

- **Annually:** name, social security number, hire date, classification, wage rate, gross collective bargaining wages, and total annual dues deducted.

**Article 4 - 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 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 5 - 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 6 - 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 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, an employee may be terminated with or without cause and such action shall not be subject to the grievance procedure.

At its discretion, the Employer may extend the probationary period by an additional forty-five (45). 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 8 - Discipline and Discharge

8.1 No Discharge Without Cause

The Employer shall not discipline an employee without just cause. The Employer shall provide for discipline action in a timely manner.

8.2 Written Notice of Discipline – Copies to Union

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

Article 9 - Labor Management Meetings

The Employer and the Union agree that during the life of this Agreement, individuals from both parties 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.

Ecumen will compensate up to a maximum of five (5) designated Union representatives for time involved in the monthly labor management meeting at their regular hourly rate. Any additional bargaining unit members who also participate in the monthly labor management will not be compensated by Ecumen for such time. At its discretion and with ample notice to the Union, the Employer may modify the scheduling and meeting time of any Labor Management Meeting as needed in order to prevent excessive overtime due to employee participation.

Article 10 - 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. Employer grievances begin at Step II (below) by the Employer notifying the Union’s Business Representative or Designee, 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 based on the following time limitations:

1. 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;

2. A written grievance over wages, hours, and/or PPL provisions of this Agreement must be received by the Employer within thirty (30) calendar days after the regular pay day of the period in which the alleged violation occurred;

3. All other written grievance must be received by the employer within fourteen (14) days of the action or event which precipitated the grievance.

The Employer’s Administrator/Designee shall meet with the Union’s Business Representative or Designee in an attempt to resolve the grievance within fourteen (14) calendar days of receipt of a
written grievance. The Employer or Business Representative shall have ten (10) calendar days after the Step 2 conference to respond in writing to the grievance.

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 a verbal or non-final written warning is 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.

Step 3

If a grievance is not resolved at Step 2, either party may request within ten (10) calendar days of receipt of the Step 2 response to submit the matter to mediation. If the parties mutually agree to do so, then Federal Mediation and Conciliation Services will be contacted and a time will be set to meet with the mediator in an attempt to resolve the grievance.

Step 4

If mediation unsuccessfully resolves the grievance, then either party may elevate the matter to arbitration within ten (10) calendar days of mediation meeting. If mediation is not used, then either party may refer the grievance to arbitration within ten (10) calendar days of receipt of the Step 2 response.

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. The Union or the Employer may each unilaterally reject one panel of arbitrators and request a second panel of arbitrators from the FMCS. The party requesting the second panel will be responsible for paying for the second panel.

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 (including the cost of a court reporter if either party requests that an
official transcript be made of the proceedings), 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 11 - 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 upon arrival and such visits shall be limited to non-patient areas and the break room(s) unless different arrangements are made between the Employer and the Business Representative. Business Representative is to wear a name tag to be provided by Employer.

3. 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 12 - 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. The Employer may remove postings which the Employer believes violate the above sentence with notice to the Union.
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Article 13 - 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 will inform the Employer, in writing, as to the names of employees selected as Stewards.

A steward shall attend new employee orientation for 15 minutes to orient the new employees to the Union. The steward must spend the full 15 minutes in orientation in order for such orientation time to be considered “paid time.”

Article 14 - Seniority; Vacant Positions; Transfers; Layoff and Recall

14.1 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.

14.2 Basis of Seniority

Seniority will be based on an employee’s total compensated hours since the employee’s most recent date of hire. Each employee shall have one and only one seniority date at any given time. There shall be separate seniority lists kept for each classification, reflecting the total compensated hours since most recent date of hire for each employee in the classification. Employees who transfer to the Employer from another Ecumen facility shall be given credit for compensated hours worked at other Ecumen facilities in determining wage rates and benefits.

14.3 Seniority Lists

The Employer shall prepare and post seniority lists by classification for all employees covered by this Agreement, specifying the seniority of each employee. Such lists shall be updated every six (6) months.

14.4 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.

14.5 Transfers, Temporary and Limited Assignments: Wages and Differentials

A. Voluntary Transfers

1. Position with Higher Wage Rate. When an employee voluntarily transfers into a position with a higher starting rate, that employee will be moved to the first step in the new classification that represents an increase in pay rate. Accumulated hours will transfer with the employee for the purposes of wage scale movement and benefit level. An Employee acquiring an LPN license will be placed on the six (6) month LPN scale.

2. Position with Equal or Lower Wage Rate. When an employee moves to a classification with an equal or lesser pay rate, that employee will be moved to the same step he/she is currently on in the new classification. Accumulated hours transfer with the employee for the purposes of wage scale movement and benefit level.

3. No Posting/Transfer within Six Months of Discipline. An employee may not post, and shall not be eligible, for transfer or promotion within six months following his/her having received discipline.

B. Temporary Transfer to Lower Wage Classification. The Employer may temporarily assign any employee to work in a classification paying a lower hourly rate than that which the employee is receiving, without lowering the employee’s rate of pay.

C. Temporary Transfer to Higher Wage Classification. The Employer may temporarily assign any employee to a high paying classification and for the hours worked by that employee in that classification the Employer shall pay the employee the higher class rate appropriate to the employee’s step placement in his or her home classification; provided that this applies only if the employee works in the higher-paying classification at least one hour.

D. No Presumption of Reassignment. Nothing in this section shall require the Employer to assign any classification to an employee simply because the Employer has assigned the employee particular work functions.

14.6 Benefit Eligibility

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 total compensated hours with the Employer for purposes of determining employee benefit plan eligibility and benefit accrual rates.

14.7 Layoffs/Reductions/Recall

A. Layoff and 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).

B. Bumping Process. An employee notified of layoff pursuant to Paragraph A, above, shall have the option of bumping an employee in an equal or lower-paying classification, provided that in the Employer’s discretion the bumping employee has the experience and qualifications for, and meets the requirements of, the lower-paying job; and provided further that the bumping employee has more seniority than the employee to be bumped and in the Employer’s sole discretion will be able to perform the work involved after proper orientation in a manner satisfactory to the Employer without additional training. The employee shall be paid at the rate in the new classification for the same step as the step she/he was on in the employee’s regular classification.

C. Further Bumping and Layoff Process. The employee so displaced or bumped shall have the right to exercise the same privileges stated in Paragraph B, above. Ultimately the last employee so displaced shall be laid off.

Article 15 - Hours of Work and Overtime

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

15.1 Pay Period

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

15.2 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.

15.3 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 or in excess of eight (8) consecutive hours shall be paid at one and one-half (1-1/2) times the employee’s regular rate of pay for all hours so worked.
Employees shall normally work up to ten (10) days per pay period including alternate weekends. Employees who desire to work more weekends may request to be scheduled accordingly.

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

15.4 Consecutive Days of Work

No employee shall be required to work more than seven (7) consecutive scheduled/mandated 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.

15.5 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. When an employee voluntarily signs up for a shift that begins within twelve (12) hours of the end of the last scheduled prior shift, the overtime requirement for the hours worked until the twelve (12) hour requirement is met will be waived. This article does not preclude the overtime provision in this Collective Bargaining Agreement.

15.6 Split Shifts; Less Than Eight Hour Shifts

A. Mutual Agreement for Split Shifts. There shall be no split shifts unless mutually agreeable between the employee and the Employer

B. Grandfathered 8 hour Shifts. The Employer may schedule shifts and decide shift lengths in its discretion; but an employee hired before February 18, 2004, shall have the right to be scheduled for shifts not shorter than eight hours. Such an employee may voluntarily choose to be scheduled for shorter shifts; but doing so shall not waive the employee’s right under this Section, and the employee may at any time elect to return to eight hour shifts upon reasonable notice to the Employer.

15.7 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:

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 employer 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 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 (1.5) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in this paragraph. Overtime will be paid for all hours worked after any twelve (12) hour shift.

3. Nursing staff who agree to work twelve (12) hour shifts shall be paid as follows:
   a. Vacation and PPL/EIB days will be compensated at the regular wage.
   b. If called in to work on a day off, call-in pay will be in accordance with any bonus provisions in this Collective Bargaining Agreement.
   c. Inservices will be compensated as hours worked and in accordance with all compensation provisions in this Collective Bargaining Agreement.
   d. Overtime will be paid for all consecutive hours worked after any twelve (12) hour shift.
   e. Hours worked on holidays shall be paid at two (2) times the employee’s regular rate of pay.
   f. Twelve (12) hour employees who work thirty-six (36) hours per week shall be paid for thirty-six (36) hours.

15.8 Posting of Schedules

Schedules shall be posted a minimum of one (1) week in advance of employees’ scheduled work. Once posted, no employee’s schedule shall be changed except upon agreement of the affected employee, unless there is a change in circumstances such that the scheduled employee is incapable or otherwise unable to work as scheduled. Employees will be allowed to trade scheduled workdays with the Employer’s approval.

15.9 Establishment of Schedules

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

15.10 Ensuring coverage for 24/7 Shift Schedule

Purpose: to assure adequate staffing on all units. This procedure will divide how extra shifts are granted.

Available hours will be posted by classification three (3) weeks prior to the open shift. The Staffing Coordinator will fill the schedule in the following order based on a sign-up sheet.

1. Part-time or full-time by seniority – non-overtime
2. On-call by seniority – non-overtime
3. Any remaining hours may be offered by the above steps to employees on an overtime basis, however; management reserves the right to cancel any shifts that would put an employee into overtime up to 24 hours before the beginning of that shift. If management cancels the employee’s shift less than 24 hours prior to the beginning of that shift, the employee will be paid one-half of the original scheduled shift.
4. Regularly scheduled employees who agree to voluntarily pick up open shifts will receive $1.00/hour.

15.11 Missing a Weekend Shift

Employees who miss a weekend shift(s) and who can provide a doctor’s note, upon request, will not be scheduled to work a make-up shift(s) on a subsequent weekend.

Article 16 - Meals and Breaks

16.1 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 department/unit needs.
- Breaks shall not be taken at the beginning or end of a shift.

16.2 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.

Unless an employee receives prior authorization from their supervisor or Department Head, all employees scheduled for six (6) hours or more, but less than seven and one-half (7.5) hours, must take one (1) thirty (30) minute unpaid meal period and one (1) fifteen (15) minute paid break. Neither the fifteen minute breaks nor the meal period may be taken during the first or last thirty (30) minutes of any shift.

Unless an employee receives prior authorization from their supervisor or Department Head, all employees scheduled for seven and one-half (7.5) hours or more must take one thirty (30) minute unpaid meal period and two fifteen (15) minute paid breaks; one fifteen (15) minute break during the first half of the shift and one fifteen (15) minute break during the second half of the shift.
Neither fifteen minute break nor the meal period may be taken during the first or last thirty (30) minutes of any shift.

If circumstances require that an employee work through a paid or unpaid break without obtaining prior authorization as described above, that employee must notify their supervisor or Department Head prior to the end of the affected shift in order to be compensated for such hours. Employees must comply with any written policy or procedure issued by the Employer regarding breaks and meal periods. Failure to comply with Article 16 and any promulgated rules and procedures may result in disciplinary action by the employer.

Article 17 - Holidays

17.1 Recognized Holidays

Recognized holidays are:

<table>
<thead>
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<th>New Year's Day</th>
<th>Labor Day</th>
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<tbody>
<tr>
<td>Easter</td>
<td>Thanksgiving Day</td>
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<td>Christmas Day</td>
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<tr>
<td>4th of July</td>
<td>Floating Holiday</td>
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All employees who work any of the above holidays shall be paid at two (2) times the employee’s base rate of pay for all hours worked on a holiday, except the Floating Holiday.

Employees who are regularly scheduled for eighty (80) hours per pay period and have completed two (2) consecutive eighty (80) hour pay periods are eligible for a paid unworked holiday. Employees regularly scheduled for less than eighty (80) hours per pay period will be paid double time for hours worked on recognized holidays.

Employees regularly scheduled for eighty (80) hours who work on a holiday will be granted an additional unpaid day off, if requested by the employee, on a mutually acceptable date within thirty (30) days of the holiday worked.

Each department shall determine how holiday coverage will be scheduled. However, an employee who works a holiday one year will not be required to work the same holiday next year, provided adequate staff is available by classification to permit this rotation. If adequate staff is not available, holidays shall be granted by seniority.

An employee will not be eligible for any form of holiday pay if an unexcused absence occurs on the scheduled work day preceding the holiday, on the holiday, or the day following the holiday, unless approved by his/her supervisor.

Holidays will commence with the night shift on the prior day through the afternoon shift on the holiday. Effective contract year 2017, an employee working any hours from the Afternoon (second) Shift on December 24th through the Afternoon (second) Shift on December 25th shall be
paid at two (2) times the base rate for all hours worked. The employer shall make every effort to
not schedule an employee to work on both December 24th and December 25th in the same year,
unless mutually agreed to by both the employee and the employer.

For full-time employees regularly scheduled to work on Monday through Friday, when a holiday
falls on Saturday and Easter Sunday, the preceding Friday shall be considered the holiday. When a holiday falls on a Sunday, the following Monday will be considered the holiday. Employees who are on PPL/EIB leave and are otherwise eligible for holiday pay shall receive
such pay and shall not be charged with PPL/EIB time.

There shall be no stacking of overtime upon employees’ double time rate.

Article 18 - Paid Personal Leave (PPL)/Extended Illness Bank (EIB)

18.1 Paid Personal leave (PPL)

Employees who are regularly scheduled to work at least a .5 FTE per pay period and have
completed their probationary period will be eligible to use accrued PPL based on the accrual
rates set forth in Section 18.2. PPL is paid time off accrued by employees that is used for
vacations, short-term illness and personal time. Employees must exhaust all available PPL time
before they can request time off without pay. Once PPL is exhausted, any requested time off
without pay may be granted solely at the Employer’s discretion.

Employees who have one (1) or more years seniority shall be allowed to schedule PPL on one
of their weekends (i.e. two weekend shifts) to work per quarter without having to find their own
replacement, provided they give the Employer at least forty-five (45) days’ notice before the
beginning of the quarter or before the requested day off is posted.

An employee must give at least 30 days’ notice for the use of PPL on weekdays. 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. The
Employer may, in its discretion, waive the 30 day or four (4) hour requirements where the need
for leave is unforeseeable, or under emergency or other extenuating circumstances.

18.2 Paid Personal Leave Accrual Rates

Eligible employees accrue PPL based on their length of service with Ecumen; PPL is based on
regular hours worked, holidays, PPL, and bereavement leave. Unpaid time off and overtime
hours are not used to compute PPL. PPL hours accrue and become available to the eligible
employee upon completion of their probationary period. PPL eligibility is as follows:
**ECUMEN NORTH BRANCH**
**CBA – SEIU HEALTHCARE MN**
(1.1.17-12.31.19)

<table>
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<tr>
<th>Accrual Effective Date</th>
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<th>Annual PPL Hours Earned Per Year*</th>
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<tr>
<td>10th Anniversary Date</td>
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</table>

* Prorated based on actual hours worked as defined above. Annual PPL hours earned per year is based on an employee working 80 hours per pay period or 2080 hours per year.

** Once an employee has reached the maximum accrual based on their years of service, no additional accrual will be earned until some PPL has been taken.

Employees are responsible for managing their own PPL balances to allow for adequate reserves if there is a need to cover vacation, illness, appointments, or emergencies. PPL may not be used until an employee completes his or her probationary period with Ecumen. Once an employee completes his or her probationary period, PPL balances are printed on their paycheck, employees may also log on to webnet.ecumen.org to view their PPL balance. Employees may not have a negative PPL balance. Employees who are terminated by the Employer for any reason other than lack of work will not be paid their available PPL balance.

18.3 Extended Illness Bank (EIB)

Employees who are regularly scheduled to work at least a .5 FTE per pay period and have completed their probationary period will be eligible to use EIB time.

Extended illness is used for the employee's hospitalization and/or longer term illness or disability. Employees who are at their maximum EIB accrual and who resign or are laid off shall be paid eighty (80) hours from this bank. Employees who are terminated by the Employer for any reason other than lack of work will not be paid anything from this bank upon separation from employment.

An employee accrues .023077 hours per each compensated hour, up to a maximum of 288 hours (six (6) days per year for full-time (80 hour) employees).

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.

**Article 19 - Leaves of Absence**

19.1 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.

19.2 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.

19.3 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.

19.4 Military Leave

The Employer shall comply with all applicable state or federal laws relating to such leave.

19.5 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.
19.6 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.

19.7 Bereavement Leave

Employees who are regularly scheduled to work at least forty (40) hours per pay period 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.

19.8 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 return to the Employer and work those hours otherwise scheduled when the employee is not serving on the jury. Employees called to serve on a jury must notify their department head as soon as possible so that a replacement may be found. The employee must provide proof of jury duty and pay received.

Article 20 - Insurance

20.1 Health Insurance

- Long-Term Disability (LTD) Insurance
- Dental Insurance
- Vision Insurance
- Accidental Death and Dismemberment Insurance

A. During the life of this Agreement, the Employer will offer health insurance, dental insurance, LTD, vision insurance, 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 Employer offers to all other Ecumen North Branch hourly employees, unless otherwise provided for by the terms of this Agreement.

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 Ecumen North Branch hourly employees, unless otherwise provided for by the terms of this Agreement. 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.

C. For employees who elect health care coverage, the Employer will pay the prevailing Employer contribution amount allocated to single medical coverage toward the employee health insurance premium. For employees who elect dental coverage, the Employer will pay the prevailing employer contribution amount allocated to dental coverage toward the employee dental insurance premium.

Contribution levels will not charge until the employer provides an opportunity for reenrollment for employees impacted by the change in contribution rates. In no event will the changes in contribution rates be implemented prior to July 1, 2012.

20.2 Term Life Insurance

The Employer shall offer term life insurance to full-time employees in the amount of one point five (1.5) times their annual salary. 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 21 - Retirement Plan

The Employer shall offer a Retirement Plan to eligible employees. The operation of the plan shall be governed by the plan documents, with the Employer having the right to amend the plan.

Article 22 - Health and Safety

22.1 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.
22.2 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.

22.3 Work Environment

Employees have a right to a safe and healthy work environment as defined by OSHA standards.

Article 23 - Wages

23.1 Wage Scales

The minimum wage scale for the classifications of work covered in this Agreement shall be as outlined in the Appendix, attached at the end of the Agreement.

23.2 Shift Differential: Night and Weekend

A shift differential of thirty-five cents ($0.35) per hour will be paid to employees who are regularly scheduled to work the evening shift, and a shift differential of one dollar ($1.00) per hour will be paid to employees who are regularly scheduled to work the night shift. This differential will also be paid on all PPL hours.

23.3 Weekend Hourly Bonus

A bonus of $1.00 per hour shall be paid to a regularly scheduled employee for all hours worked on weekend shifts; provided that no weekend hourly bonus shall be paid to any employee in a weekend-only position.

23.4 Grandfathering of Differential Wages

An employee who, as of November 5, 2009, under the previous contract between SEIU and the Employer was receiving a Homemaker differential of $0.20 or $0.25 for having received Homemaker or NAR Homemaker training, will retain such differential(s), that is, shall continue under this Agreement to be paid at a wage rate that recognizes the previous differential. No other employee shall be paid a “permanent” Homemaker differential under this Agreement.

23.5 Perfect Attendance Bonus

A full-time employee who has perfect attendance for a six (6) month period (January 1, through June 30/July 1 through December 31) will receive an extra day of PPL. This Perfect Attendance Bonus Program does not apply to any employee who is not full time.

Article 24 - Successorship

In the event of a transfer, sale or assignment of 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 25 - Miscellaneous**

25.1 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.

25.2 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.

25.3 Weekend Staffing

On-call management staff (or designees) will make calls, as needed, for staffing on weekend day and evening shifts.

25.4 Payroll Errors

If an employee has a question regarding his/her paycheck, the employee may request a written explanation of his/her pay for that period from the Human Resources representative.

25.5 COPE

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

25.6 Lobby Day

Subject to Employer approval, which shall not be unreasonably denied, the Employer shall allow up to sixteen (16) hours per year, 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 thirty (30) days advance notice.
Article 26 - 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.

Article 27 - 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 28 - Duration and Changes

28.1 Duration

This Agreement shall become effective on January 1, 2017 and shall remain in effect through December 31, 2019. The parties, however, agree to re-openers to negotiate wage scale adjustments only to be effective beginning January 1, 2018, and January 1, 2019.

28.2 Termination and Changes

This Agreement shall be automatically renewed from year to year thereafter unless either 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, 2019, or prior to October 1 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.
ECUMEN NORTH BRANCH
CBA – SEIU HEALTHCARE MN
(1.1.17-12.31.19)

Ecumen North Branch

By: [Signature]

Print Name: [Signature]

Title: [Signature]

Date: 3-7-17

SEIU Healthcare Minnesota

By: [Signature]

Print Name: [Signature]

Title: [Signature]

Date: 3-3-17
Letter of Understanding
Regarding Benefits of
Certain Employees with Seniority Dates before 1988
between
Ecumen North Branch and SEIU Healthcare Minnesota

This Letter of Understanding (LOU) applies only to the following named employees (referred to here as the “LOU Employees”) who were employed by Green Acres Country Care Center (the Employer’s “Predecessor”) on January 1, 1988, and have remained continuously employed with the Predecessor and the Employer since that date:

- Kathy Goldboom
- Bev Ringquist

The LOU Employees will be eligible for paid holiday benefits in accordance with this LOU, rather than as otherwise provided in the Agreement: The LOU Employees will be paid for the following four (4) holidays if they otherwise meet the generally applicable eligibility requirements for holiday pay under the Agreement:

- Memorial Day
- July Fourth
- Thanksgiving Day
- Christmas Day

Ecumen North Branch

By

K. Pederson
(Signature)
(Print Name)
(Title)

SEIU Healthcare Minnesota

By

K. Anderson
(Signature)
(Print Name)
(Title)
Letter of Understanding
Regarding Benefits of
Certain Employees with Seniority Dates before 1988

between

Ecumen North Branch and SEIU Healthcare Minnesota

This Letter of Understanding (LOU) applies only to the following named employees (referred to here as the "LOU Employees") who were employed by Green Acres Country Care Center (the Employer's "Predecessor") on January 1, 1988, and have remained continuously employed with the Predecessor and the Employer since that date:

- Luz Pederson

The LOU Employees will be eligible for paid holiday benefits in accordance with this LOU, rather than as otherwise provided in the Agreement: The LOU Employees will be paid for the following four (4) holidays if they otherwise meet the generally applicable eligibility requirements for holiday pay under the Agreement:

- Memorial Day
- July Fourth
- Thanksgiving Day
- Christmas Day

Ecumen North Branch

By

(Signature)

Karin Pederson

(Print Name)

(Title)

SEIU Healthcare Minnesota

By

(Signature)

Kalen Anderson

(Print Name)

(Title)
Credit for Experience: A maximum of six years credit will be given to employees with previous experience in the same classification at Ecumen North Branch or another nursing home.

Evening and Night Shift Differentials: Under Section 23.2, the Evening Shift differential is $.35 per hour, and the Night Shift differential is $1.00 per hour.

Weekend Bonus: A weekend bonus of $1.00 per hour shall be paid for weekend hours in accordance with Section 23.32

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