COLLECTIVE BARGAINING AGREEMENT

between

GOLDEN LIVING CENTER – ST LOUIS PARK

and

SEIU HEALTHCARE MINNESOTA

Effective
September 8, 2016
Through
February 28, 2018
# TABLE OF CONTENTS

1. **PREAMBLE** ............................................................................................................... 2
2. **SUCCESSORSHIP** ..................................................................................................... 2
3. **RECOGNITION** .......................................................................................................... 2
4. **UNION SECURITY** ..................................................................................................... 3
5. **UNION REPRESENTATION** ....................................................................................... 5
6. **LABOR MANAGEMENT MEETINGS** ....................................................................... 7
7. **GRIEVANCE AND ARBITRATION** .......................................................................... 7
8. **UNIFORMS** ............................................................................................................... 9
9. **CLASSIFICATION OF EMPLOYEES** ..................................................................... 10
10. **INTRODUCTORY PERIOD** ..................................................................................... 10
11. **HOURS OF WORK AND OVERTIME** ................................................................... 10
12. **HOLIDAYS** ........................................................................................................... 13
13. **SICK LEAVE** ......................................................................................................... 14
14. **LEAVES OF ABSENCE** ........................................................................................ 16
15. **VACATIONS** ......................................................................................................... 19
16. **SENIORITY** ............................................................................................................ 22
17. **DISCIPLINE/ DISCHARGE/SUSPENSION/QUITS** ................................................ 24
18. **WAGES** ................................................................................................................ 25
19. **BENEFIT PROGRAMS** .......................................................................................... 27
20. **MANAGEMENT RIGHTS** ....................................................................................... 29
21. **NO STRIKE/NO LOCKOUT** ................................................................................ 29
22. **WORKING CONDITIONS** ..................................................................................... 30
23. **COPE** .................................................................................................................. 31
24. **LOBBY DAY** ........................................................................................................ 31
25. **HEALTH AND SAFETY** ...................................................................................... 32
26. **DURATION** ............................................................................................................ ERROR! BOOKMARK NOT DEFINED.
1. **PREAMBLE**

This Agreement, is made and entered by and between GGNSC Minneapolis St Louis Park LLC, d/b/a Golden Living Center – St. Louis Park, 3201 Virginia Avenue South, St. Louis Park, MN 55426 (hereinafter referred to as the "Employer") and its successors and Minnesota’s Healthcare Union SEIU Healthcare Minnesota (hereinafter referred to as the "Union").

2. **SUCCESSORSHIP**

In the event of a transfer, sale or assignment of the Employer's facility, the Union shall be notified expediently, and in advance, of such action. The Employer will advise a prospective buyer of the existence of the Collective Bargaining Agreement and request the buyer retain all current employees and maintain the wages, benefits and conditions constituting the Agreement.

3. **RECOGNITION**

The Employer recognizes the Union as the sole representative of the employees in the bargaining unit certified by the National Labor Relations Board in Case Number 18-RC-169850, said bargaining unit including all full-time and regular part-time and casual Registered Nurses (RNs), Certified Nursing Assistants (CNAs), Nursing Assistants Registered (NARs), Trained Medication Aides (TMAs), Health Unit Coordinators (HUCs), Licensed Practical Nurses (LPNs), Cooks, and Dietary Aides, employed at the Employer's 3201 Virginia Ave S, St. Louis Park, MN 55426 location; excluding all other employees, managers, and guards and supervisors as defined by the Act. Such recognition is mutually made for the express purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified.

3.1 **No Change to Defeat Agreement**

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

3.2 **No Contradictory Rule**

The Employer agrees not to enter into any agreement or contract with its employees (who are in the classifications herein noted), either individually or collectively, which conflicts with any of the provisions of this contract. No statement or rule shall be made or established by the Employer or the Union which conflicts with or contradicts any of the
provisions of this contract. The Employer shall have the right to make and enforce reasonable rules in accordance with Article 20.

3.3 Non Discrimination

No employee covered by this Agreement will be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union will discriminate against any employee covered by this Agreement on account of race, color, religion, national origin, age, marital status, gender, sexual orientation, handicap, ethnicity, status with regard to public assistance, service in any United States Military, or any other protected status.

4. UNION SECURITY

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

1. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying 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.

4.2 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 sixty (60) days of employment and shall be paid by the tenth (10th) day of each month.

Any employee who is delinquent in making payments of the Collective Bargaining Fee, required herein, for more than thirty (30) days shall be subject to termination by the Employer. The Union shall provide written notice to such employee of the delinquency and provide the employee with sufficient opportunity to correct the delinquency. The Union shall provide copies to the Employer of any warning notice sent to such employee; a reasonable time prior to any demand for discharge for non-payment and the Employer shall terminate the employee within three (3) business days after receipt of written notice from the Union to the Employer of such delinquency. The Union shall save the Employer harmless from any claims of an Employee so terminated.

4.3 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 not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from the wages of employees in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount, social security number, and name of those for whom such deductions have been made. The Employer will work with the Union to implement changes in dues and fees deductions in a reasonable time after notification of such changes.

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 promptly refund any dues found to have been improperly deducted and transmitted to the Union.
4.4 Employee Lists

Each month, the Employer will send the Union a list with the following information for bargaining unit employees and positions:

- **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 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/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.

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

4.6 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.

4.7 The Employer agrees to provide the Union copies of job descriptions for all classifications covered under the Collective Bargaining Agreement when substantial changes occur.

5. UNION REPRESENTATION

5.1 Union Representative Access
An official representative of the Union will be permitted to visit the Nursing Home to ascertain that the provisions of this Agreement are being observed, and to confer with employees covered by this Agreement during their non-work time and in non-work areas. Such visits will not interfere with the Employer's operation of the Nursing Home or the performance of employees' duties, and the Union representative shall inform the Administrator or Director of Nursing Services of the visit either prior to or upon entering the Nursing Home's premises.

5.2 Bulletin Boards

The Employer will furnish a bulletin board for the use of the Union in communicating with employees. Official Union notices containing no inflammatory comment may be posted as soon as the Union representative has notified the facility Administrator of intent to post such notice. Notices or literature other than that for the normal conduct of the Union's business must first have the Employer's approval.

5.3 Stewards

The Union shall have the right to appoint Stewards in the Nursing Home, who shall be recognized as the representative of the Union for all matters arising under this Agreement as may be delegated to them by the Union. The Union shall advise the Employer as to the identity of the Stewards in writing. In no instance shall the Stewards be discriminated against for discharging such duties, provided such duties do not unreasonably interfere with the regular performance of their work for the Employer.

It is the philosophy of Labor and Management that a cooperative relationship is in the best interest of the parties. To this extent, stewards shall be allowed adequate time on the clock to investigate issues that could lead to or are grievances or to attend Labor Management or grievance meetings with prior approval of the supervisor, in an effort to resolve problems expediently.

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

The Employer shall allow a Union Steward, on paid time, into new employee orientation for the purpose of informing new employees as to the identity of Union Stewards, to inform new hires about the Union, and to answer questions. The Employer shall provide a list of new employees to the steward one week or as soon thereafter as possible, ahead of orientation.
5.4 Business Representatives

The Employer recognizes the Business Representatives of the Union as the proper authority to adjust with the Employer any controversy between the parties to the contract as to the meaning and application of the provisions of this Agreement, and to resolve disputes arising out of the administration of the Agreement. The Union shall notify in writing to the name of the representative assigned to the Employer's facility.

6. LABOR MANAGEMENT MEETINGS

The Company and the Union, as evidence of attitude and intent, agree that during the life of this Agreement individuals from both parties (not to exceed three (3) from each) be designated, in writing, by each party to the other for the purpose of meeting at the call of either party at mutually agreeable times and places so as to appraise the other of problems, concerns, suggestions, ideas, etc., related to the facility; the work force and resident services; all to promote better understanding with the other. For employees scheduled to work at the time of the meetings, the employees shall be on work time. 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 proceedings in this Agreement as grievances shall not be considered proper subjects at such meetings. Meetings may be established with the assistance of FMCS.

7. GRIEVANCE AND ARBITRATION

All complaints, disputes, controversies or grievances arising between the Employer and the Union, or any employee covered by this Agreement on or after the effective date of this Agreement, which involve only questions of interpretation or application of any of the provisions of this Agreement, shall be adjusted by and between the parties in the manner provided herein.

For purposes of this Article, a day is a workday other than Saturday, Sunday or a holiday recognized by this Agreement. Responses and filings shall be counted beginning the day after a response or filing is received.

Any grievance based upon the suspension or discharge of an employee shall be referred directly to Step 2 of this procedure within five (5) days following the suspension or discharge.

The Employer and the Union recognize the best resolutions are handled quickly and directly with an employee's immediate supervisor. We encourage employees to orally discuss any issue with their immediate supervisor or management to resolve it first. Orally attempting to resolve an issue does not preclude an employee from formally filing a grievance.

Step 1: Notice of a grievance shall be given by the aggrieved party to the appropriate department head or designee within ten (10) days after the occurrence of such grievance.
(except that as to grievance over wages, hours, vacations and days off, such notice shall be timely if given within twenty (20) days after the regular pay day for the period in which the alleged violation occurred). The written grievance shall state the Article and Section of the Agreement alleged to have been violated, the nature of the violation, the remedy or correction to be desired, and it shall be signed and dated by the employee, the Union Representative or the Steward involved. The department head or designee will answer all written grievances in writing within five (5) days.

**Step 2:** If the grievance is not settled in Step 1, the written grievance must be submitted to the Administrator or designee within ten (10) days following receipt of the answer from department head. The Administrator or designee shall reply in writing to the employee and the Union Representative or Steward within ten (10) days after receipt of the grievance.

Upon mutual agreement, the parties may meet to discuss the grievance prior to responding to the grievance.

**Step 3:** If the grievance is not settled at Step 2, it may be submitted to the Employment/Labor Relations Manager or his /her designee within ten (10) days after receipt of the answer in Step 2. The Employment/Labor Relations Manager or his /her designee shall answer in writing to the employee and the Union Representative within ten (10) days after receiving such grievance.

**Step 4:** If the Employment/Labor Relations Manager, or designee's (written) answer to the grievance does not result in a satisfactory resolution of the grievance, it may be submitted to arbitration within ten (10) days.

1. Should the Employer and the Union fail to agree on an arbitrator, the party requesting the arbitrator shall request a panel from Federal Mediation and Conciliation Service from which an arbitrator shall be selected by the parties.

2. The Service shall nominate a list of five (5) impartial arbitrators and furnish copies of such list to both parties.

3. The party who initiated the arbitration proceedings shall, within five (5) days of the receipt of such list, strike two (2) names from said list and notify the other party in writing of the names so stricken.

4. The other party shall, within five (5) days, strike an additional two (2) names from said list and notify the first party in writing of the names so stricken.

5. The party requesting arbitration shall notify Federal Mediation and Conciliation Service of the action taken and notify the arbitrator of the request for a hearing.

6. Hearing and Decision of Arbitrator - The arbitrator shall meet at a time and place agreeable to the parties, and proceed to hear the parties and the witnesses with
as much dispatch as possible. The decision of the arbitrator shall be in writing, and shall be final and binding. The Employer and the Union shall share equally the expenses of the arbitrator and all other agreed upon expenses. 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 issues.

7. The time limits specified in this Article may be waived or modified by mutual written agreement of the parties at any time. Absent such written agreement, the time limits contained herein shall be strictly construed.

8. All notices required herein shall be in writing.

9. Nothing contained in the Agreement shall be construed to impair any of the rights of the Employer, the Union or the employees under the laws of the State of Minnesota.

Employer Grievances

Where and as the Employer believes that the Union through its agents, representatives or members is (are) not in compliance to the provisions of this Agreement, the Employer shall have standing to raise such determination as a Grievance before duly authorized representatives of the Union. Such grievances shall be set forth in writing and served on the Union’s local business office. The Union agrees, on the receipt of the Employer grievances, to hold a meeting within five (5) workdays in an effort to amicably settle the dispute. In the event the matter is not settled at the local level the Employer may take the matter to a mutually agreed upon higher level for consideration.

8. UNIFORMS

Full-time employees will receive two (2) sets of uniforms upon completion of their introductory period. Part-time and casual employees will receive one (1) set of uniforms upon their completion of their introductory period. Full-time and part-time employees will receive an additional set of uniforms annually on their anniversary date. Additional uniforms may be purchased through the company store for cost.

A transfer belt is part of the uniform and shall be purchased by the Employer upon hire. Any replacement of transfer belts is paid for by the employee. Use of back supports is optional at the employee’s discretion.
The Employer shall provide employees with identification devices, including one replacement per year in case of loss or damage. If the bar code is defective, the Employer will replace with no cost to the employee.

9. CLASSIFICATION OF EMPLOYEES

9.1 Definitions

Full-Time Employee: A full-time employee is one who is paid an average of thirty (30) or more hours per week.

Part-Time Employee: A part-time employee is one who is paid an average of between 20 and 29.99 hours per week.

Casual Employee: A casual employee is one who is paid an average of 19.99 or less hours per week. Casual employees must work two (2) weekend shifts per month and two (2) holidays per year, one being either Thanksgiving or Christmas, rotating each year. Casual employees will be terminated if they work no hours in a six (6) month period.

Temporary Employee: A temporary employee is one who works as a replacement for a pre-determined period of time not to exceed ninety (90) days. Temporary employees are not covered by the terms of this agreement.

A change in status from full-time or part-time employment to casual employment will result in loss of benefits.

Employees may only request a status change one time in a rolling twelve (12) month period except by mutual agreement.

10. INTRODUCTORY PERIOD

10.1 The first ninety (90) days of employment starting with the first day worked in the department, of any new employee covered by this Agreement shall be an introductory period during which time the employment of such employee can be terminated with or without cause.

In special cases, the business agent or his/her designated representative may approve an extended introductory period not to exceed an additional thirty (30) days, which shall not be unreasonably denied.

11. HOURS OF WORK AND OVERTIME

11.1 Scheduling

For LPNs/RNs and HUCs eight (8) hours shall constitute a normal day's work to be completed within eight and one-half (8-1/2) consecutive hours, which includes a one-half
(1/2) hour unpaid meal period. All other employees, eight (8) hours shall constitute a
normal day’s work to be completed within eight (8) consecutive hours, which includes a
one-half (1/2) hour unpaid meal period. Employees shall be scheduled to work every
other Saturday and Sunday only, except upon mutual agreement between the Employer
and employee. Work hours on Saturdays and Sundays shall not be increased by reason of
anything contained in this Agreement.

Additional Hours

All extra hours that become available on a temporary or unexpected basis on the master
work schedule more than two (2) weeks prior to the beginning of the pay period shall be
posted. Employees shall have five (5) days to sign up for any additional shifts. Shifts during
the five (5) day period shall be awarded by seniority but shall be assigned on a non-
overtime basis first, then by overtime by seniority on a rotating basis. After five (5) day
period, the shifts shall be awarded on a first-come, first-serve basis. All regular staff shall
have the right to all available hours (including overtime) before using pool person or non-
bargaining unit staff.

11.2 Overtime

If an employee works more than eight (8) hours in a day, they will receive overtime (time
and one-half of their regular rate of pay) for all hours worked over eight (8) hours and/or
any employee who works more than 80 hours in a pay period will receive overtime pay.
Employees shall not be required to take time off in lieu of overtime pay.

11.3 Relief Periods

All employees shall be allowed, without a reduction in pay, two (2) fifteen (15) minute
rest period for each four (4) consecutive hours worked. Such time shall be included in the
regular work day. A one-half (1/2) hour unpaid meal period shall be provided each
employee scheduled to work seven (7) or more hours per day. Meal periods shall be
scheduled as close as possible to the middle of the employee’s shift. Relief and meal
periods may not be combined with one another nor taken at the beginning or end of a
shift unless approved by management.

11.4 No Split Shifts

There shall be no split shifts scheduled unless both the employee and the Employer agree
to such. The Union will be notified by the Employer of any split shifts agreed to.

11.5 Hours Between Shifts

No employee shall be scheduled to work without a minimum of eight (8) hours between
scheduled shifts except in cases of emergency where the required services provided to
residents would be jeopardized or written request by an employee and approval by the
facility Administrator. The Employer shall advise the Union of any such arrangements.
11.6 Work Week Schedules to Conform

Schedules shall be posted fourteen (14) days in advance of the employees scheduled work. Employees shall have the right to block schedules. The posted schedules shall remain current with any changes. Additional hours that are picked up shall be placed on the posted schedule. Once posted, if any changes are made, the Employer shall notify affected employees in advance and attempt to accommodate employee preferences based on seniority, provided such accommodation does not require the payment of overtime.

Any proposed work week schedules shall be in conformity with this Agreement and shall be furnished quarterly to the Union upon their request.

11.7 Seniority Preference

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

11.8 Unscheduled Shifts

An employee who is called to work an unscheduled shift and arrives within one (1) hour of the call shall be paid for the entire shift.

11.9 Weather Emergency Days

Employees reporting within a reasonable length of time, not to exceed two (2) hours from the beginning of the employee’s shift on a weather emergency day, shall not have the tardy counted against them. Weather Emergency Days shall be determined by the Employer based on school closings, travel advisories, impassable roads, and other conditions determined by the Employer, etc.

11.10 Four Hour Guarantee

Employees required to report for work on a scheduled shift will be guaranteed at least four (4) hours work or four (4) hours pay. An employee who picks up an additional shift and is cancelled and the Employer has given a good faith effort to reach the employee, shall not be eligible to receive the four (4) hours pay or work. If the Employer cannot prove good faith, the employee shall receive four (4) hours pay or work.

11.11 Trades

A trade must be submitted in writing and approved by your supervisor in writing, at least two (2) days before the traded shift would occur.
11.12 Night Shift

For night shift employees, the weekend will be considered to begin with the third/night shift on the eve of Friday, and end at the conclusion of the third/night shift Sunday morning.

11.13 HUCs
Health Unit Coordinators shall not be required to work weekends, except by mutual agreement.

12. HOLIDAYS

12.1 Recognized Holidays

Employees shall be paid at the premium rate of double time for work performed on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Christmas Day and New Year's holiday pay shall be figured as follows:

All holidays shall commence with the third/night shift beginning on the day before the holiday and end at the end of the second/pm shift on the holiday.

Any employee who works the holiday and is eligible for holiday pay may elect to work at straight time during the holiday and take the same amount of hours as paid time off within the same pay period of the holiday. Scheduling the additional paid time off shall be done with the approval of the employee’s supervisor.

12.2 Personal Holiday

Full-time employees with one year of service shall receive one (1) personal day full-time employees with 2 years of service shall receive two (2) personal days, and full-time employees with three (3) or more years of service shall receive three (3) personal days thereafter. Part-time employees with five (5) or more years of service shall receive one (1) personal holiday starting on their (5th) year anniversary and every year thereafter. Personal holidays will be awarded in the first full pay period following on January 1 of each year. The floating holidays are to be taken during the calendar year in which they were awarded on a day to be mutually agreed upon in advance between the individual employee and the Employer.

New employees shall be provided with their first floating holiday after their first anniversary date. They will then earn another floating holiday at the beginning of the next calendar year consistent with the paragraph above. Personal Holidays are to be taken in the calendar year in which they were awarded.
12.3 Rate of Pay

Full-time employees who do not work on the designated holidays shall receive their normal scheduled shift at the regular straight-time rate of pay as holiday pay. Introductory employees shall not be eligible for holiday pay, unless they work the holiday.

12.4 Holiday Work Coverage

Employees shall continue to rotate holidays, changing rotation on January 1st of each year.

12.5 Part-Time and Casual Employees

Holiday premium pay shall be paid to part-time and casual employees who work on any of the holidays listed above.

12.6 Health Unit Coordinators

Health Unit Coordinators will not be required to work holidays, except by mutual agreement.

12.7 Absence

Employees who are absent on the regularly scheduled work day prior to, after and including the holiday shall not be eligible for holiday pay.

13. SICK LEAVE

13.1 Sick Program

Employees are eligible for sick pay when an absence is due to either the employee’s own illness or injury or absences due to the employee having to care for a sick or injured child or dependent.

All Golden Living St Louis Park Center full-time and part-time bargaining unit employees are eligible for sick pay when an absence is due to either illness or injury in compliance with State and Federal laws.

- Casual and temporary employees are not eligible for sick pay.

13.2 Eligibility

Full-time and part-time employees, who have completed ninety (90) days of service, are eligible to receive paid sick days, provided they have accrued sick time. Newly employed employees will begin accruing sick time their first day of work. Employees accrue sick time on a maximum of 40 hours for a weekly payroll and up to a maximum of 80 hours on a biweekly payroll.
13.3 Documentation Required

Employees who are absent due to illness/injury for three (3) or more consecutive days must provide documentation completed by a healthcare provider. Absences of three (3) or more consecutive days will require the application for a leave of absence as noted in Article 14 of this Agreement and require proof of ability to return to work provided by a healthcare provider.

13.4 Accruing Sick Days

Newly hired employees accrue sick hours based on paid hours up to 40 hours for a weekly pay cycle or up to 80 hours for a bi-weekly pay cycle, beginning on the first day worked. An employee may accrue up to five (5) days maximum (40 hours). The accrual rate is 0.0192. Accrued sick hours will be carried over each year to a maximum cap of 160 hours.

13.5 Sick Day Payment

Payment of sick days will begin on the first day of illness. Payment for a partial sick day may occur if an employee leaves work prior to the end of a workday with the supervisor’s approval. Employees will be paid sick pay for the first three (3) consecutive scheduled days missed due to illness or injury. Payment of sick time beyond the first three (3) consecutive scheduled days missed will require an approved leave of absence.

13.6 Reporting Sick Time

Sick Time must be recorded, whether incurred for illness or approved in advance for planned appointments.

13.7 Patterns of Abuse

The Employer may require evidence of illness or injury, from a physician or health care provider prior to paying any sick leave benefits, for employees who have established a pattern of abusive sick leave, as determined by the Employer. The Employer shall notify employees when there has been a finding for a pattern of abuse and this section shall apply for ninety (90) calendar days. The Employer’s findings of patterns of abuse must be reasonable and such reasonableness is subject to the grievance and arbitration article of this Agreement. Examples of such abuse may include but are not limited to, excessive use of sick leave, use of sick leave other than illness, and sick leave used in conjunction with or on weekends, holidays, etc.

13.8 Termination

Unused sick days are not paid upon voluntary or involuntary termination or reduction in work force.
13.9 Resignation Period

Employees in their resignation period may not use accrued sick time.

14. LEAVES OF ABSENCE

14.1 Eligibility and Requests for LOAs.

Full-time and regular part-time employees with a minimum of twelve (12) months of service with the facility shall be eligible for a leave of absence for personal or medical reasons, or for a Union leave for employment with the Union. All leaves of absence shall be requested in advance and in writing on a form provided by the Employer, except in cases of legitimate emergency preventing the employee from doing so. All leaves of absence granted shall be in writing and for a specific period of time. Employees must adhere to the Employer's procedures for leaves of absence, complete all required leave paperwork, and provide all necessary documentation. All leaves shall run concurrently with each other for the purpose of timelines.

14.2 Types of Leave and Length of Leave

a. Personal Leave. Eligible employees may request a Personal Leave not to exceed thirty (30) days. Such leave shall not be unreasonably denied. Personal Leaves do not begin until the employee's vacation has been exhausted.

b. Medical Leave. Eligible workers may request a Medical Leave in thirty (30) day increments. Medical leaves may be extended for an additional thirty (30) day period, not to exceed a total of sixty (60) days for employees not eligible for leave under the Family and Medical Leave Act (FMLA). This Collective Bargaining Agreement incorporates the provisions of the FMLA, and the Employer will comply with the provisions of the FMLA and its governing regulations to provide up to twelve (12) weeks of job-protected leave for employees who meet the eligibility requirements under the FMLA and who have a qualifying reason for leave. As soon as an employee becomes aware that she/he is, or will become, disabled from working for any medical reason, the employee must properly advise the Employer in writing of the reason and the anticipated commencement date and duration of the disability. The Employer will hold the nature of the medical problem in confidence.

The Employer may require a doctor's certificate of the reason for the disability and, prior to the employee's return to work, a certification of the employee's fitness for duty. The Employer may also request in writing, periodic certification of continued disability, not to exceed once a month.

c. Military Leave. Employees shall be granted military leave in accordance with applicable laws.
d. **Union Leave.** Eligible employees may request a Union leave for employment with the Union, for a period not to exceed thirty (30) days.

14.3 **Compensation During Leave**

Employees must use all available vacation prior to the start of a Personal Leave. Medical Leaves, including leaves under the FMLA, are unpaid leave of absence; however, compensation during this leave is required (except where state law provides otherwise, or where the leave is due to workers’ compensation) when an employee has available paid time off, including sick, vacation, and personal holiday. The employee is required to use all available sick days/salary continuation first, and then available vacation and personal holiday, and such paid time off shall run concurrently with the applicable leave period.

14.4 **Failure to Return to Work**

A employee who does not return to work at the conclusion of the approved period of leave will be deemed to have voluntarily quit, unless the employee is eligible for an extension of leave due to a qualifying disability under the Americans with Disabilities Act.

14.5 **Returning Employees**

An employee returning from a leave of absence within the times specified in this Article, will be returned to their previous classification, schedule and rate of pay. An employee returning from leave beyond the specified time limits shall be returned to the same classification, rate of pay and number of hours as she/he held prior to the leave. If the employee’s former shift is not available, the employee shall be returned to his/her shift when it becomes available.

14.6 **Accepting Employment Elsewhere While on LOA**

Accepting employment elsewhere while on a leave of absence shall be considered a voluntary resignation.

14.7 **Jury Duty Leave**

Employees will be granted the necessary time off to serve on jury duty. Eligible employees, who are scheduled to work forty (40) hours or more per pay period, are entitled to time off with pay for jury duty. The maximum amount of time off with pay will equal fourteen (14) days. These employees will receive their regular wages/salary for actual scheduled day(s) spent on jury duty. Employees who are in their introductory period will be given appropriate time off but will not be eligible for jury duty.

Employees who serve as jurors will receive any additional accommodations required by state law.
Upon receipt of a summons, subpoena or other request to appear and serve jury duty, the employee will present such summons, subpoena, or other documentation to the supervisor. The supervisor will mark the employee’s time record for the days served on jury duty or, if applicable, the employee must complete a Time Clock Adjustment Form to reflect time off so the appropriate payroll designee can record the time.

Upon receipt of any governmental compensation for jury duty, the employee must submit documentation to the Company’s payroll department and pay the company for all government compensation received for days paid by the Employer.

14.8 Bereavement Leave

All regular full-time and regular part-time employees who have completed the introductory period may request time off for Bereavement as outlined below.

Immediate family is defined as: spouse or significant other (defined as your emergency contact listed in your personnel file for at least 90 days), parents (including in-law and step-parents), children (including in-law, and step-children), siblings (including in-law and step-siblings), grandparents (including step), and grandchildren (including step).

An employee’s immediate supervisor must be notified of the need for bereavement leave.

Eligible employees may take scheduled workdays with pay to attend to matters relating to the death of their immediate family member per the schedule below:

- Three (3) scheduled workdays with pay will be provided for the following family members: spouse or significant other, parents (including step-parents), children (including step-children), siblings (including step-siblings), mother-in-law, father-in-law, grandparents (including step), and grandchildren (including step). Bereavement pay is a maximum of eight (8) hours per day paid at the employee’s regular hourly rate.

- One (1) scheduled workday with pay will be provided for the following family members: daughter-in-law, son-in-law, sister-in-law, and brother-in-law. Bereavement pay is a maximum of eight (8) hours per day paid at the employee’s regular hourly rate.

Employees may take one (1) unpaid day to attend the funeral of relatives of the non-immediate family, one time in a calendar year.

If the funeral is 150 miles out of town or out of state, the employee shall be entitled to one (1) additional day, without pay.

Additional time off without pay may be granted with supervisory approval.
Upon request, the employee must submit proof of death, such as obituary or death certificate to the supervisor.

15. VACATIONS

15.1 Definition

Vacation time will be accrued and advanced to eligible employees on a calendar year basis considering date of hire and years of service. Vacation time must be approved by the employee’s supervisor.

15.2 Coverage:

All Golden Living Center St. Louis Park full-time and part-time bargaining unit employees:

15.3 Eligibility

All eligible employees will receive a vacation accrual, based on years of service, as shown below:

- Employees whose length of service is from 0 months to 1 year will accrue vacation time at a rate of 0.0192 per hours paid to a maximum of 40 hours per calendar year.
- Employees whose length of service as of January 1 is 1 year to 4 years will accrue vacation time at a rate of 0.0385 per hours paid. The total vacation for the year is a maximum of 80 hours.
- Employee whose length of service as of January 1 is from 5 years to 9 years will accrue vacation at a rate of 0.0385 per hours paid. A front load of one week will be awarded in the first pay period of each January. The total vacation for the year is a maximum of 120 hours.
- Employees whose length of service as of January 1 is 10 years or more will accrue vacation at a rate of 0.0385 per hours paid. A front load of two weeks will be awarded in the first pay period of each January. The total vacation for the year is a maximum of 160 hours.

Employees accrue vacation time based on hours paid. The maximum hours accrued upon is 40 hours for a weekly payroll and 80 hours for a bi-weekly payroll.

Advances are based on the “hours per week” in PS. For example, a one week advance for an employee who works 37.50 hours per week would be 37.50 hours; a two-week advance for this employee would be 75 hours.

15.4 New Hires, Rehires and Status Changes
A newly hired employee must complete six (6) months of service before taking vacation time. A rehired employee must complete six (6) months of service from rehire date before taking vacation time. Employees transitioning from casual to full time or part time must complete six (6) months of service from status change date before taking vacation time. Vacation benefits begin accruing on the date of hire for new hires/rehires. The accrual rate change from .0192 to .0385 will occur in the pay period the employee completes their first anniversary.

15.5 Anniversary Advances for Fifth and Tenth Years of Service

Employees will receive a pro-rated share of additional vacation hours in the year in which they will complete five years or ten years of service. On the first pay period of the year advances will be made for that calendar year. An employee must be employed and must not have submitted a notice of resignation on the date of the advance to be eligible.

The table below shows the hours that will be advanced in January in the year in which the employee will reach 5 or 10 years of service. The hours in this table are based on a 40-hour work week; pro-rated amounts will be based on the "hours per week" in PS.

<table>
<thead>
<tr>
<th>Years of Service Increase Chart (based on a 40 hour work week)</th>
</tr>
</thead>
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<td><strong>If the service date is effective in OR the original hire month was:</strong></td>
</tr>
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<td>January</td>
</tr>
<tr>
<td>February</td>
</tr>
<tr>
<td>March</td>
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<td>April</td>
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<td>August</td>
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<td>September</td>
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<td>October</td>
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<tr>
<td>November</td>
</tr>
<tr>
<td>December</td>
</tr>
</tbody>
</table>

For example, an employee who works 40 hours per week and will reach 5 years of service in April will be advanced 30.00 vacation hours. An employee who works 20 hours per week and will reach 10 years of service in October will be advanced 25.00 vacation hours. An employee who works 37.50 hours per week and will reach 5 years of service in May will be advanced 25.00 vacation hours. An employee who works 37.50 hours per week and will reach 10 years of service in September will be advanced 50.00 vacation hours.

15.6 Vacation Advances for rehired employees or employees who change from casual status and have an adjusted service date of greater than 5 years
When an employee is rehired or changed from casual status to full-time or part-time status the Service Date is adjusted in PS. When the adjusted service date gives the employee a service date of 5 or more years the employee is eligible for a Vacation Advance upon completion of 6 months from rehire or status change date. See the table below for the hours that will be advanced in the pay period in which the 6 months is completed. The hours in the table below are based on a 40-hour work week; pro-rated amounts will be based on the “hours per week” in PS.

Advance Chart is based on a 40-hour work week

<table>
<thead>
<tr>
<th>Rehire or Change of Status in</th>
<th>Will be Eligible for Vacation In</th>
<th>5-9 years of service</th>
<th>10+ years of service</th>
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<td>March</td>
<td>September</td>
<td>13.33 hours</td>
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<tr>
<td>July</td>
<td>January</td>
<td>40.00 hours</td>
<td>80.00 hours</td>
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<tr>
<td>August</td>
<td>February</td>
<td>36.67 hours</td>
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<tr>
<td>December</td>
<td>June</td>
<td>23.33 hours</td>
<td>63.33 hours</td>
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</table>

Requesting Vacation

Vacation time must be requested at least thirty (30) days in advance and must have written approval of the employee’s supervisor. Requests for vacation will be approved based upon seniority.

15.7 Unused Vacation Time

All employees hired after July 1 will roll over up to 24 hours of accrued vacation into the following year. All other employees with accrued hours in excess of the 24 roll over hours will be cashed.

15.8 Holiday Pay during Vacation

In the event a holiday, as specified in this Agreement, falls within a vacation period.

- The employee receives holiday pay for the day
- The hours are not deducted from the employee’s vacation balance.
15.9 Reduction in Work Hours

Employees are eligible to utilize vacation hours to compensate their pay during periods of reductions in work hours due to business related reductions in census. Employees may use the equivalent of their normal work hours.

15.10 Termination of Employment or change to Casual Status

Employees who resign with more than six (6) months of service or go to casual status with a two (2) week written notice shall receive pay for their unused vacation. Employees shall work their scheduled shifts during the two (2) weeks and for each occurrence of absence, the employee shall forfeit one (1) vacation day up to the amount on the books, unless otherwise agreed upon between the Employee and the Employer. The use of vacation time during the two (2) week notice period is not allowed even if previously approved.

15.11 Vacation During Leaves

Employees must use any unused vacation during Family and Medical Leave Act (FMLA) or non FMLA leave, after exhausting available sick pay in accordance with article 14.3 of this agreement.

16. SENIORITY

16.1 Bargaining Unit Seniority

Seniority for all purposes shall be based upon an employee’s most recent date of hire.

16.2 Classification Seniority

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

1. Seniority shall be by classification within each department based upon an employee’s most recent date of hire.

2. Employees voluntarily transferring from one classification to another shall be assigned a new seniority date which shall be the date of the transfer for the purposes of this Section only. Employees transferring involuntarily as provided above shall retain their seniority date as defined in Section 16.1.

3. Seniority lists shall be posted and copies furnished the Union during January of each year and at such other times, not to exceed once each quarter, upon request.

3. Lay off and Recall – in reducing the number of employees or in making a permanent reduction in hours, the Employer shall do so in reverse order of seniority, except that special capabilities may be considered for positions
requiring special skills. Employees shall be given thirty (30) calendar days’ notice of layoff or pay in lieu thereof. Laid off employees shall be given the opportunity to return to work in a previous classification held by such employee on the basis of the seniority the employee earned in the previous classification. Employees shall retain recall rights for a period of one (1) year.

16.3 Job Vacancies

All job vacancies shall be posted for a period of not more than five (5) calendar days, including the date of the posting but excluding Saturday, Sunday and holidays recognized by this Agreement before vacancies are filled and notice of the same furnished to the Union at the same time. Qualifications for the job shall be posted by the Employer, and the posting shall include the shift, block schedule, unit, and the number of hours for the position. Vacancies or new positions shall be filled in order of seniority except that special capabilities may be considered for positions requiring special skills. Temporary assignments may be made during such period.

16.4 Identical Seniority Dates

In the case of two employees with identical dates of hire and has not compensated hours, the employee whose last four digits of his/her social security numbers are the highest shall be the senior employee. At all other times the employee with the most compensated hours shall be the senior employee.

16.5 Reduction Other Than Layoff

In the event the Employer needs to reduce the number of employees scheduled on a particular shift because a change in low resident census, the following order will be used:

Employees will be canceled in the following order:

1. Outside Staffing Agency employees, including pool staff
2. Overtime shifts
3. Ask for volunteers to take a voluntary absence day or a reduced shift
4. Extra shifts – by reverse seniority casuals first, then by reverse seniority part-time employees
5. Low Need Days – when the need is not met by the above, then a full-time or part-time employee will have one of their regularly scheduled authorized shifts reduced by reverse order of seniority

The employer will endeavor to advise an employee who is assigned a mandatory low need day at least two (2) hours in advance before the beginning of a low need time. Employees will have the choice to use vacation or take it without pay.
17. DISCIPLINE/ DISCHARGE/SUSPENSION/QUITS

17.1 No Discharges Without Just Cause

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

17.2 Discharge/Suspension Notices/Copies to Union

A written notice of any discharge, suspension, or disciplinary action shall be given the employee and a copy thereof shall be sent to the Union, unless the employee requests such copy not be sent to the Union. The Union may file a written grievance relating to such discharge, suspension or disciplinary action in strict accordance with the “Grievance and Arbitration” article herein. The Employer may require an employee to sign as having received any disciplinary notices and it is the employee’s duty to do so. Such a signature in receipt of said notice implies neither acceptance of nor agreement to the discipline, only that the notice was received.

17.3 Disciplinary Meetings

An employee upon his/her request shall have the right to a Union representative or Union member, if no representative is available, present during written disciplinary meetings. The Employer shall attempt to utilize the choice of the employee but it must not interfere with operations. The representative is there as an observer only and shall not insert themselves into the process.

17.4 Suspension – Time Limits

Disciplinary suspensions shall not exceed three (3) scheduled days of work.

17.5 Investigatory Leaves

An employee may be placed on an investigatory leave without pay up to five (5) days pending the conclusion of an investigation. The Employer will consider any investigatory leave over three (3) days as days worked by the employee and will pay the employee his/her usual wages for scheduled days missed. If the Employer does not discipline, suspend or terminate the employee, they shall be compensated for all scheduled time missed.

In cases of abuse and neglect in which the State must conduct its own investigation the Employer will notify the Union. In this circumstance the paragraph above shall be waived and the employee will be placed on an unpaid leave of absence until the conclusion and decision by the State. If the Employer does not suspend or terminate the employee, the employee shall be compensated for all normally scheduled time missed. The employee will be returned to their previous position.
17.6 Quit

An employee who desires to terminate his/her employment must give at least two (2) weeks written notice of his/her intention. For further information refer to your Vacation Article.

17.7 Attendance

For the purposes of attendance multiple day absences shall be counted as a single occurrence.

18. WAGES

As an emergency measure, beginning 6/23/2016 the following New Hire Rates for the positions listed below will be implemented:

<table>
<thead>
<tr>
<th>Years</th>
<th>New Hire RN Rate</th>
<th>Years</th>
<th>New Hire LPN Rate</th>
<th>Years</th>
<th>New Hire CNA Rate</th>
<th>Years</th>
<th>New Hire TMA Rate</th>
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<tbody>
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One-time adjustment Incumbent Scales.

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18.2 Current Employees

Effective the first full pay period after ratification, all employees shall receive a 3% wage increase to their hourly rate of pay or be adjusted to the incumbent rate retro back to 6/23/16.

18.3 Experimental Programs

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

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

The Union shall not unreasonably deny the approval of the implementation and/or discontinuation of these programs.

18.4 Wages When Changing Positions

If an employee is regularly scheduled to work in a dual classification position, such employee shall receive the higher rate of pay at all times. When an employee changes from one classification to another with a higher scale, he/she will receive the greater of placement on the closest step which represents an increase to his/her current rate of pay.

18.5 Preceptor Premium

If an employee is assigned to train in a new employee, that employee shall receive one dollar ($1.00) per hour in addition to his/her current wage rate.

18.6 Shift Differential

Nurse Differentials: LPN/RNs shall receive an evening differential of one dollar ($1.00) per hour for all hours worked between 2:30 p.m. and 11:00 p.m. every day of the week.

Nurse Differentials: LPN/RNs shall receive a night differential of two dollar ($2.00) per hour for all hours worked between 10:30 p.m. and 7:00 a.m. every day of the week.

Night Differential. CNAs and TMAs shall receive a night differential of eighty cents ($0.80) per hour for all hours worked between 10:00 p.m. and 6:00 a.m. every day of the week.

An employee must work two (2) hours into the shift in order to qualify for the shift differential. Differential pay does not stack.

18.7 Charge Nurse Pay

Employees will receive Charge Nurse Pay of five dollars ($5.00) per hour for hours worked when the employee has been assigned to work as a Charge Nurse.

19. BENEFIT PROGRAMS

19.1 Health Plan
Bargaining Unit employees shall be eligible for receipt of and/or participation in all the current and future voluntary Employer benefit programs under the same terms and conditions as those benefits are made available to other Golden Living employees.

19.2 Employer Contribution

The Employer will offer health and prescription plans to all eligible employees subject to the provisions of the plan.

19.3 Dental Plan

The Employer will make available to all full-time and part-time employees the Golden Living Dental Plan at the employee's cost.

19.4 Life Insurance

The Employer shall provide, at no cost to employees, a life insurance and accidental death and dismemberment policy under the same terms and conditions as other employees.

19.5 Short Term Disability

The Employer shall provide short term disability to all employees as established by the Employer and subject to change or termination as consistent throughout the Company. All premium costs will be paid by the employees choosing short term disability on a voluntary basis.

19.6 Long Term Disability

The Employer shall provide long term disability to all employees as established by the Employer and subject to change or termination as consistent throughout the Company. All premium costs will be paid by the employees choosing long term disability on a voluntary basis.

19.7 Scholarship Loan Program

Eligible full-time employees may participate in the Scholarship Loan Program offered by the Employer subject to the provisions of the Program after one (1) year of employment.

19.8 Tuition Assistance Program

Eligible full-time employees may participate in the Tuition Assistance Program offered by the Employer subject to the provisions of the program.
19.9 Retirement Plan

All eligible employees may participate in the Golden Living Retirement 401 K plan, subject to the provisions of the Plan. The specific details of the plan, as well as the plan itself, are subject to change at the Employer's discretion.

19.10 Dependent Care Assistance Plan

Eligible employees may participate in the Dependent Care Assistance Plan subject to the provisions of the Plan.

20. MANAGEMENT RIGHTS

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

Hire, promote, demote, layoff, assign, transfer, suspend, discharge or discipline employees for just cause. Select and determine the number of its employees, including the number assigned to any particular work; to increase or decrease that number. Direct and schedule the work force; determine the location and type of operation; determine and schedule when overtime shall be worked. Install or remove equipment. Determine the methods, procedures, materials, and operations to be utilized. Establish, increase, or decrease the number of work shifts and their start and/or ending times except as specified within the Agreement. Transfer or relocate any or all of the operations of the business to any location or to discontinue such operations. Determine the work classification of employees. Promulgate, post, and enforce reasonable rules and regulations governing the conduct and acts of employees during work hours. Select supervisory employees. Train employees. Discontinue any department or branch. Introduce new and improved methods of operations. Establish, change, combine or abolish job classifications, determine job content and qualifications, and set quality of performance of employees.

And, in all respects, carry out in addition, the ordinary and customary functions of management, except as specifically altered or modified by the terms of this Agreement.

21. NO STRIKE/NO LOCKOUT

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

22.1 Pay Days

Definite pay days shall be established on a regular two (2) week period. An employee shall be permitted to know on what basis his/her pay is arrived and shall be given reasonable evidence of the accuracy of the computation of his/her total take home pay. Any employee whose regular day off falls on a pay day shall receive his/her paycheck if available on the last scheduled work day before such pay day.

A substantial error of fifty dollars ($50) or more in an employee’s paycheck shall be corrected by the close of the following work day or as soon thereafter as possible. Minor errors shall be corrected on the employee’s next paycheck.

The Employer shall provide for direct deposit for as long as the benefit is offered by Corporate.

22.2 Orientation

The Employer shall provide new hires with an orientation to the facility, its procedures, and methods of maintaining quality care for its residents sufficient to enable employees to perform their duties. The Union recognizes that the scope of orientation will vary with the skill level and experience of the individual employee. The goal of orientation shall be proficiency in the care of residents, the proper function of the facility and cooperative efforts with fellow employees.

22.3 Dining Facilities

Where employees purchase or bring their lunch, a break room shall be available for their convenience.

22.4 Breakage

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

22.5 Personnel Files

An employee shall be entitled to inspect his/her personnel file, including but not limited to, performance appraisals, disciplinary notices, and attendance records, in the presence of a representative of the Employer and may secure copies of any contents thereof.
22.6  In-Service Education

When new and or different procedures affecting bargaining unit employees are introduced, the Employer shall provide the necessary in-service on such procedures to the affected employees. Employees shall be paid for attending meetings.

22.7  Off-Premise Training

Employees will be granted time off without pay at the Employer's discretion to attend approved training classes or seminars away from the facility. Requests to attend sessions must be received by the Employer in writing at least two (2) weeks prior to the date(s) requested off.

22.8  Maintenance of Benefits

Where wages, hours and other conditions specifically provided by this Agreement are lower than those now received by an individual employee, the employee shall not have such benefits reduced by the execution of this Agreement. (It is understood that this article is only applicable to the initial implementation of the collective bargaining agreement and will relate only to items not specifically addressed or bargained where benefits may be affected. It will subsequently be removed from the CBA that follows the first contract.)

23.  COPE

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

24.  LOBBY DAY

The Employer will pay for a regularly scheduled shift of lost time for four (4) Local 113 bargaining unit members to participate in a Local 113 sponsored Lobby Day to promote funding for nursing homes. Two (2) members will be selected by the Business Representative and two (2) members will be selected by the Employer; labor and management will agree with all employee selections. The Employer will notify and replace an employee selected to attend the designated Lobby Day.

25.  HEALTH AND SAFETY

The Employer agrees to provide a safe and healthful work environment for employees and maintain high standards of work place sanitation, ventilation, cleanliness, light and noise levels, adequate heating and cooling and health and responsibility to promote
health and safety and will cooperate with the Employer in striving to maintain such standards. Further, Golden Living Center is committed to providing employees a work environment that is free from hostile, abusive, and disrespectful behavior.

Both parties have a mutual obligation to provide a safe work environment for all employees, and to provide quality care to all residents. The Employer acknowledges that from time to time a resident may become abusive to staff. Both parties agree to cooperate in an effort to provide abusive residents with quality care, while also providing a safe work environment for those who give care to the residents. Any problems should be resolved through the Labor Management Committee.

It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and the public, including participation on committees and compliance with rules to promote safety and a violence-free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures.

Golden Living Center will make reasonable effort to provide employees with safe and adequate equipment, working environment, and facilities.
26. DURATION

Except as otherwise provided, this Agreement shall be effective from September 8, 2016 through and including February 28, 2018. This Agreement shall remain in full force and effect from year to year thereafter unless either party notifies the other party in writing at least ninety (90) days but not more than one-hundred twenty (120) days prior to February 28, 2018, or February 28th of any year thereafter of its intention to change, modify or terminate this Agreement.

The Contract shall be re-opened effective February 28, 2017 for the purpose of negotiating wages and benefits. The No Strike No Lockout provision shall be waived for the purpose of the wage and benefit re-opener.

In Witness Whereof, the parties have caused their duly authorized representatives to execute this Agreement on the dates so indicated below:

FOR THE EMPLOYER: 

[Signature]
Eric Edmundson
Golden Living Center

Date 9/13/2016

FOR THE UNION:

[Signature]
Lisa Weed
SEIU Healthcare Minnesota

Date 9/14/2016