Collective Bargaining Agreement

between

Healthcare Services Group

Lynwood, Lakeridge, Excelsior, Rochester
St. Louis Park, Whitewater

and

SEIU Healthcare - Minnesota

Effective
October 1, 2016
through
February 28, 2019
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Article 1
Introduction

This Agreement is made and entered into by and between Healthcare Services, Inc. (hereinafter referred to as the “Employer”) and SEIU Health Care Minnesota MN, (hereinafter referred to as the “Union”).

Article 2
Successorship

In the event of a transfer, sale, or assignment 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.

Article 3
Recognition

The Employer, Healthcare Services Group, Inc hereby recognizes SEIU Healthcare Minnesota as the exclusive bargaining representative of a bargaining unit consisting of; its employees employed in the housekeeping, laundry heavy housekeeper/floor technician departments in the following nursing home and rehabilitation facilities:

- Lynwood Nursing Home, Minneapolis, Minnesota
- Lakeridge Nursing Home, Roseville, Minnesota
- Excelsior Nursing Home, Excelsior, Minnesota
- Rochester Health and Rehab-East, Rochester, Minnesota
- St. Louis Park, St Louis Park, Minnesota
- Whitewater Nursing Home, St. Charles, Minnesota

3.2 No Change to Defeat Contract

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 the Agreement or outside it except upon at least ten (10) day’s written notice, to the Union prior to the effective date of the same, which notice shall specify in detail the proposed change, establishment, promotion or transfer. Temporary transfers may be made in emergency situations, in which case written notice will be given to the Union as soon as is possible.
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, creed, sex, religion, national origin, age marital status, status with regard to public assistance, sexual orientation or handicap, ethnicity, sexual preference, or any other protected status.

3.4 No Contradictory Rule

The Employer agrees not to enter into any agreement or contract with any of its employees, 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.

3.5 Reasonable Rules

It is recognized that the Employer has the inherent right to make and enforce reasonable rules which do not conflict with, contradicts, or expand the language any of the provisions of this Contract Agreement. The Employer will make all reasonable rules known to employees in writing with copies to the Union Stewards.

Article 4
Union Security

The Union shall be the sole representative for those employees who work in job classifications covered by this Agreement.

After completion of the introductory period of sixty (60) calendar days of employment, the Collective Bargaining Agreement provides the Employee with the following two (2) 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 (an amount not to exceed monthly Union dues.)

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.
Good Standing: 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 a service fee in an amount equal to the standard initiation fee paid by Employees who become Union members and a monthly service fee not to exceed the standard monthly dues paid by Union members.

Payments required by this section shall be made only after an Employee has completed sixty (60) calendar days of employment. Union Members' initiation fees and monthly dues required by Item 1 (above) shall be due and payable upon the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter and subsequent monthly dues shall be paid by the 10th of day of each month. Non-Members' fees required by Item 2 (above) are due and payable upon the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter and subsequent monthly fees shall be paid by the 10th of day of each month.

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

The Union shall hold the facility harmless from any claims of an employee so terminated.

The Union will also send copies to the Employer of the various warnings sent to the members pursuant to its present practices so that the facility may take steps designed to keep the employees in good standing.

Dues/FEes 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 Hospital 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 following month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Union will hold the Employer harmless from any dispute with an employee concerning deductions made.
Any employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee’s authorization or the date of the termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer will honor the employee check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee’s membership in the Union.

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

In the event that no wages are due the employee, or that the wages are insufficient to cover the required deduction amount(s), the deduction for such month will then instead be taken from the first payroll check next due the employee where adequate wages have been paid, which will cover the deduction that is to be withheld. The Employer will notify the Union when this occurs and will thereupon be transmitted to the Union when sufficient wages have been paid.

If Deductions have been withheld where they are not owed, for reasons including but not limited to, the Union not being in receipt of current and/or accurate membership information, the Union agrees to promptly refund any dues found to have been deducted and transmitted to the Union.

In addition to the monthly remittance and the transmittal of any and all withheld deductions referred to above, each month, the employer must also provide the Union with all of the information identified below in an electronic format and will upload the file to the Union’s secure web site by the required due date.

1. For Newly Hired Employees the list must include: The employee’s first and last name, social security number, original hire date, complete address, phone number, current job classification, hourly wage rate of pay, and the total number of hours the employee has worked during the pay period. This list must be provided monthly.

2. For Transferred Employees the list must include: The employee’s first and last name, social security number, original hire date, complete address, phone number, current job classification, hourly wage rate of pay, and the total number of hours the employee has worked during the pay period and the date of transfer into or out of the bargaining unit job classification along with the job classification that the employee is transferring into or from. (This applies to employees transferring within two different bargaining unit job classifications or transferring into or out of a bargaining unit job classification.) This list must be provided monthly.
3. For Terminated Employees the list must include: The employee’s first and last name, social security number, and the date on which the employee has terminated from a bargaining unit job classification. This list must be provided monthly.

4. For Employees on Leave of Absence the list must include: The employee’s first and last name, social security number, and the date on which the leave begins, and the date on which the employee returns from the leave of absence. This list must be provided monthly.

5. For all Changes to Employee information the list must include: The employee’s first and last name, social security number, original hire date, complete address, phone number, current job classification, hourly wage rate of pay, and the total number of hours the employee has worked during the pay period in addition to any other changes affecting the employee’s union membership or dues calculations. This list must be provided monthly.

6. For all Hours Reported the list must include: The employee’s first and last name, social security number, the total number of hours the employee has actually worked during the pay period and the pay period start and end dates for which the hours were worked. This list must be provided monthly.

SEIU may be moving to a percentage dues system, which is based on each member's gross pay under the Collective Bargaining Agreement. When this occurs, there will continue to be minimum and maximum monthly dues. In an effort to make the transition as smooth as possible, the Union is requesting the following data in addition to the member information indicated above:

1. If the Union transitions calculating dues based on a percentage, the list must include: The employee’s first and last name, social security number, gross pay per pay period, the pay period start and end dates and the dues deduction amount. This list must be provided monthly in addition to all of the above information at the time of the transition.

2. If SEIU transitions to dues calculations based on a percentage the list must include: The employee’s first and last name, social security number, original hire date, complete address, phone number, current job classification, hourly wage rate of pay, total gross income, wages, and total annual amount of dues that had been deducted. This list must be provided one time each year.

Annual Data Request: Upon official notification from the Union, the Employer will provide updated data for each employee represented by the collective bargaining agreement including but not limited to, any additional information reasonably requested by the Union for purposes of administering the union security provisions in this Agreement. This information will be submitted electronically and uploaded to the Union’s secure web site.
Article 5
Union Representation

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 to the extent permitted herein. The Union shall advise the Employer as to the identity of the Stewards in writing. In no instance shall the Stewards be discriminated against for discharging such duties, provided such duties do not unreasonably interfere with the regular performance of their work for the Employer.

It is the philosophy of Labor 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.

The Union shall furnish to the Employer a complete list of Stewards, which shall be amended from time to time as may be necessary.

a. Negotiating Committee: Any Union Member or Steward who serves on the Union's negotiating committee shall receive credit for seniority and benefit purposes.

b. Bulletin Board(s): The Employer shall make available to the Union, a bulletin board for the use of communicating with employees.

c. New Employee Orientation:

The Employer shall make time available during the orientation process for a Steward to provide information to new employees. The Employer and the Union agree to cooperate when scheduling this activity.

d. Union Representative Access:

An official representative of the Union will be permitted to visit the Employer 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 operation of the facility or the performance of employees' duties. The Union representative will inform the District Manager or Regional Manager of the visit prior to entering the facility's premises. The Union will furnish the name of the authorized representative and the Employer is obligated only for admission of such authorized representative. Access to the facility during all working hours for the above stated reasons will not be unreasonably denied.
e. Union Leave:

The Employer agrees to grant, on a non-discriminatory basis, the necessary and reasonable time off without pay to any employees designated by the Union for Union business. All requests for time off must be submitted at least two (2) weeks prior to the posting of schedules and may be subject to time off request policies.

**Article 6**
Introductory Period

6.1 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 and is not subject to the grievance process within this Agreement.

6.2 Within sixty (60) days of an Employee being promoted or transferred to a new position, the employee or Employer may choose to return the employee to his/her previous position.

6.3 Orientation of Employees

New employees shall receive a minimum of three (3) full shifts of training per management scheduling.

The Union shall have a minimum of sixty (60) minutes on paid time with new employees during orientation to orient new employees to the Union.

**Article 7**
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. The meetings may 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 shall be held monthly on a mutually agreed upon date and time based on facility operations, assuming that an agenda has been presented to the District Manager one (1) week in advance of said meeting. Meetings may be cancelled if either party fails to meet their contractual obligations.
Article 8
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 starting 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 the 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

Article 9
Grievance and Arbitration

(A) General Provisions:

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 outlined in this Article.

Timetables in this Article may be extended by mutual agreement. In absence of such agreement, failure to follow the timetable(s) by either party shall automatically move the grievance to the next step.
Any grievance based upon the suspension or discharge of an employee shall be referred directly to Step 2 of this procedure within ten (10) calendar days following the suspension or discharge.

(B) Grievance and Arbitration Procedure:

Pre-Grievance:

An employee with or without his/her steward may submit a grievance orally to the employee’s Supervisor and the employee must identify a grievance as such. Failure to identify an oral grievance as such solely for the purpose of this paragraph will not prevent an employee from submitting a written grievance. The supervisor shall give the employee a response to the grievance within ten (10) calendar days following the date the grievance was presented. If the grievance has not been settled by oral discussion or the employee and/or steward choose not to discuss the matter informally, the following procedure will apply:

Step 1:

Notice of a grievance shall be given by the aggrieved party to the appropriate department head or designee within fifteen (15) calendar days after the occurrence giving rise to such grievance, except that as to grievances over wages, hours, vacations and days off, such notice shall be timely if given within thirty (30) calendar 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 shall respond in writing within ten (10) calendar days.

Step 2: If the grievance is not settled at Step 1 the written grievance must be submitted to district Manager Designee within fifteen (15) calendar days after receipt of the answer from the department head. The District Manager or designee shall reply in writing to the employee and the Union Representative or Steward 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 Regional Manager or his/her designee within fifteen (15) calendar days after receipt of the answer in Step 2. The Regional Manager or his/her designee shall answer in writing to the employee and the Union Representative within fifteen (15) calendar days after receiving such grievance.

Step 4: If the Regional Manager, or (written) answer to the grievance does not result in a satisfactorily resolution of the grievance, it may be submitted to arbitration within twenty (20)
calendar days following issuance of the Regional Manager or designee’s written response, in accordance with the following procedure:

Should the Employer and the Union fail to agree on an arbitrator, the party requesting arbitration shall notify FMCS of the action taken and notify the arbitrator of the request for a hearing shall request a panel from Federal Mediation and Conciliation Service from which an arbitrator shall be selected by the parties.

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

The party who initiated the arbitration proceedings shall, within seven (7) calendar 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.

The other party shall, seven (7) calendar days, strike an additional two (2) names from said list and notify the first party in writing of the names so stricken.

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.

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 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.

Nothing contained in the Agreement shall be construed to impair any of the rights of the Employer, the Union or the employees under municipal, state or federal law.

Article 10
Discipline and Discharge

10.1 No Discharge without Just Cause

The Employer shall not suspend or discharge an employee without just cause.
10.2 Discharge/Suspension Notices/Copies to Union

A written notice of any written warning, discharge or disciplinary suspension 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 or suspension. The Employer may request 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.

10.3 Suspension – Time Limits

Disciplinary suspensions shall not exceed seven (7) working days.

10.4 Investigatory Suspension

An employee charged with an offense involving discharge may be suspended without pay up to three (3) days pending the hearing and decision on the discharge.

The Employer will consider any investigatory suspension over three (3) days as days worked by the Employee and will pay the Employee his/her usual wages for those days.

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**Article 11**

**Definition of Employees**

11.1 Definitions

**Full-Time Employee:** A full-time employee is one who is regularly scheduled to work sixty (60) or more hours per pay period.

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

**Casual Employee:** Casual employees are those who have no regular scheduled hours, but work intermittently as required. Casual employees are included in the bargaining unit and are subject to the Union Security clause. Casual employees must work a minimum of fifteen (15) hours averaged over 6 consecutive pay-periods.
Article 12
Hours of Work

12.1 Scheduling

The normal workday shall consist of seven and one-half (7-1/2) work hours within eight (8) hours, which includes a one-half (½) hour unpaid meal period. The Employer will normally schedule employees to work no more than six (6) consecutive days, except in cases of unexpected staffing emergencies. In such emergency cases, if an employee is requested to work more than six (6) consecutive days, he/she will be compensated at time and one-half (1½) for all hours worked on such consecutive day and all consecutive days thereafter. This Section shall not be construed as a guarantee or a minimum number of hours of work per day or per week, nor as a limit on the Employer’s right to schedule work in excess of the normal work day or normal work week. Such changes shall be posted a minimum of thirty (30) days and considered mandatory subjects of bargaining subject to written notification by the Union.

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 posted due to vacancies, LOA’s, and vacations which may become available on a temporary or unexpected basis shall be offered to bargaining unit employees who have signed up with their supervisor, in the fashion established for their department. When such hours become available in a classification, the Employer shall call said employees on a seniority basis, starting with the most senior, to offer such hours, provided that this does not put an employee into an overtime status. If an employee cannot be reached after a good faith attempt, the Employer may continue to call other employees based on seniority. If no such employee agrees to take the hours, the Employer may require employees in that classification to take the assignment. In doing so, the Employer will endeavor to use reverse seniority.

12.2 Overtime

Overtime, at the rate of time and one-half (1½) the employee’s regular rate of pay shall be paid for all time worked in excess of eight (8) hours of work per day and in excess of 37.5 hours in a work week, except in the case of a confirmable emergency or with prior authorization of management, the employee shall be paid time and one-half the employee’s regular rate of pay for all hours worked in excess of seven and one-half (7 ½) hours in any work day. There shall be no pyramiding of overtime.

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

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

3. If the overtime is still available after the above, it may be assigned on the basis of reverse seniority, or given to non-bargaining unit employees.

12.3 Relief Periods

All employees shall be allowed, without a reduction in pay, one (1) fifteen (15) minute rest period for each three and three-quarters (3-3/4) hours worked. Such time shall be included in the regular workday. A one-half (½) hour unpaid meal period shall be provided each employee scheduled to work five (5) 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.

12.4 No Split Shifts

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

12.5 Ten Hours Between Shifts

No employee shall be scheduled to work without a minimum of ten (10) 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 mutually agreed upon between Employer and employee.

12.6 Work Week Schedules to Conform

Schedules shall be posted fourteen (14) days in advance of the employees scheduled work. 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.

12.7 No Time Off in Lieu of Overtime

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

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

12.9 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.

12.10 Snow 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 Snow emergency day, shall not have the tardy counted against them and be given the opportunity to work their entire shift time. Snow Emergency Days shall be determined by the Employer based on school closings, travel advisories, impassable roads, etc.

12.11 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.

Article 13
Holidays

13.1 Recognized Holidays

The following are recognized holidays: New Year’s Day, Martin Luther King Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

For the purposes of this Agreement the holiday is the calendar day on which it falls.

13.2 Working the Holidays
Employees who work the holiday and are eligible to use their PTO, may elect to work at the straight time rate of pay or take PTO as premium pay on a holiday to receive double time at straight time.

13.3 Seniority Preference

All facilities shall rotate Holidays.

13.4 Personal Day

Full-time employees shall receive one (1) personal day on their first (1st) year anniversary. Full-time employees shall receive two (2) personal days on their second (2nd) anniversary. Full-time employees shall receive three (3) personal days on their third (3rd) anniversary and every anniversary thereafter. Part-time employees receive one (1) personal day starting on their first (1st) year anniversary and every year thereafter. The Personal day(s) are to be taken during the calendar year on a day to be mutually agreed upon in advance between the individual employee and the Employer. Requests must be submitted to the employer for approval no less that two (2) hours prior to scheduled shift start time. Employees must notify the Employer that they intend to use available PTO.

13.5 Rate of Pay

Eligible employees who do not work on the designated holiday may elect to use their own PTO to pay themselves at the straight time rate for their normal schedule shift.

Article 14
Paid Time Off (PTO) / Extended Illness Bank (EIB)

14.1

The Paid Time Off (PTO) Program is for use for holiday pay, vacation pay, and sick pay. PTO accrual amounts will be provided to employees monthly.

14.2

The Employer will provide, at no cost to the employees, an Extended Illness Bank (EIB) of forty (40) hours annually for use after the first three (3) days an employee is sick. There shall be no carry over of EIB from year to year.

14.3

The following schedule shows the accrual rate for employees. PTO accrues each pay period
14.4

Employees may participate in the Employer's Short Term Disability Plan subject to the provisions of the Program.

14.5

The Employee shall notify his/her department head of illness or disability at least two (2) hours prior to the beginning of his/her work day or as soon thereafter as possible (non-disciplinary if two (2) hour notice is given) and shall submit proof of illness or disability to the Employer if requested, provided there is a proven pattern of abuse.

14.6 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.

14.7 Arrangements for PTO

PTO shall be given year round. Arrangements for PTO must be made in a timely fashion and well in advance, with the approval of the Employer. Every effort will be made to grant PTO at the time requested provided, however, it does not affect the operation of the department in a detrimental manner. In the event that a request for PTO is made simultaneously by more than one (1) person under such circumstances as to hinder the operation of the department, the person with the most seniority shall be given preference as to the PTO choice. Employees may exchange scheduled PTOs with other employees with the approval of their supervisor. The company will post the PTO schedule for the year by February 1. PTO requests received prior to January 15 of any calendar year shall be granted based on seniority. PTO requests received after January 15 of any calendar year shall be submitted two weeks before the schedule is posted except in the case of emergencies or where needed to supplement leaves of absence in which case the employee shall give timely notice. The Employer is to respond in writing within seven (7) days after the request. If an employee has exhausted all PTO or has not PTO accrued, the PTO will be denied. An Employee may find a replacement for him/herself. An Employee who has approved PTO not yet taken and wants additional time off may cancel approved PTO and find his/her own replacement.

14.8 PTO Carryover

Employees will be allowed to carry over two (2) weeks of PTO from one year to another.

14.9 Waiting Period

PTO accrues from the first day of employment. All newly hired employees must wait ninety (90) days before using accrued PTO.

14.10 Termination of Employment

If an employee’s services are terminated for any reason prior to the time of taking his/her PTO, he/she will be paid out the full amount of his/her accumulated PTO, paid on or before the next normal pay day. Employees who resign must give a two (2) week notice. Employees shall work
their scheduled hours during the two (2) weeks and for each occurrence of absence, the employee shall forfeit one (1) PTO day up to the amount on the books.

Article 15
Leave of Absences

15.1 Medical Leave – Leave Extended and Guaranteed Return

In the case of illness or physical disability, which exhausts accumulated sick leave, an automatic leave of absence without pay shall be granted at the employee’s request for a maximum period of one (1) year (the Employer may require a physician’s statement) provided the employee submits medical documentation to the Employer which supports the employee’s need to be off work. No employee shall be entitled to receive a second automatic leave of absence for illness or physical disability unless such employee has returned to active employment for three (3) months or more. The employee’s leave of absence may be extended by mutual agreement between the Employer and the Union. An employee shall be returned to his/her regularly scheduled position upon certification by competent physician of recovery from such illness or disability, except that when a medical leave exceeds one-hundred eighty (180) days, the Employer need only return the employee to the same classification and the same total hours paid per pay period, if the regularly scheduled position is unavailable.

15.2 Jury Duty Leave

When an employee receives notice of jury duty, the employee shall notify his/her supervisor at once. The employee shall be given leave for such jury duty and shall be made whole for loss of pay during that period. The employee shall report for work whenever jury duty does not conflict. Any reasonable rearrangement of work hours, including re-shifting of other employees for that purpose, shall be made.

In making the employee whole, his/her wages shall be computed as if he/she had worked on the first shift at straight time and be paid in full therefore, minus the amount evidenced by his/her jury check. In no event shall jury allowance be made in any one year for over 2 weeks of such service.

Whenever considered necessary by the Employer because of the needs of the business at a particular time or the difficulty of substitution for the particular employee, said employee will cooperate with the Employer in requesting and obtaining a postponement of said jury duty.

15.3 Personal Leaves

Requests for personal leave of absence for reasons other than medical, jury duty, or funeral shall be made in writing. Such requests may be granted at the discretion of the Employer on a non-discriminatory basis. No such leave of absence shall be granted for gainful employment.
15.5 Bereavement Leave

When a death occurs in the immediate family of any employee, the Employer shall give a paid leave of absence of three (3) days. Employees will be compensated only for those hours for which they were scheduled during such three (3) day period.

Employees shall take the day before, day of, and the day after the funeral, unless other days are otherwise mutually agreed between the employee and the Employer. Requests for time off will not be unreasonably denied.

Immediate family is designated as spouse, significant other, (documentation on file with the Employer) family members of the significant other, father, mother, father-in-law, mother-in-law, son, daughter, brother, sister, grandparents, and grandchildren. When requesting bereavement pay, an employee must show proof of a funeral or memorial service.

In unusual circumstances, the employee may request other arrangements at management’s discretion not to be unreasonably denied.

15.6 New Employment

The Employer may terminate an employee who takes a leave of absence for the purposes of working a new job.

Article 16
Seniority

161 Basis of Seniority

Seniority shall be determined for employees, by their last date of hire into the bargaining unit.

16.2 Benefit Seniority

For the purposes of wage increments, vacation benefits, employee benefits and sick leave benefits, seniority shall be the period of continuous employment with the Golden Living-Facility from the date of hire.

16.3 Classification Seniority

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

1. Seniority shall be based upon date of hire. Seniority shall be system with regardless of changes in classifications.
2. 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.

16.4 Lay-Off/Reduction of Hours

In reducing the number of employees the Employer shall do so in reverse order of seniority, after first having sought volunteers, except that special capabilities may be considered for positions requiring special skills. Employees shall be given seven (7) calendar days' notice of layoff or pay in lieu thereof.

16.5 Job Posting

All job vacancies shall be posted for at least three (3) calendar days excluding weekends before vacancies are filled and notice of the same furnished to the Union at the same time. Temporary assignments may be made during such period. Vacancies or new positions shall be filled in order of seniority except that special capabilities may be considered for positions requiring special skills.

16.6 Identical Seniority Dates

In the case of two employees with identical dates of hire, the employee whose last four digits of his/her social security numbers are highest shall be the senior employee.

Article 17
Working Conditions

17.1 Suffer No Higher Benefit Losses

Where wages, hours and other conditions specifically provided for 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.

17.2 Break Rooms

A non-smoking break room shall be available for employees' use.

17.3 In-Services

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.

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

Article 18
Uniforms

If the Employer requires, suggests, or in any way indicates the desirability or requirement of wearing apparel of a particular color, or pattern or design or material, then the Employer shall furnish the same without cost to the employee. In May of each year, full-time employees shall receive five (5) tops and part-time employees shall receive three (3) tops per calendar year. New hires shall receive a pro-ration of the above for the remainder of the calendar year. Shoes and appropriate pants are provided by the employee. Shoes must be a non-slip type sole, and have a closed toe and heel. This applies to both full-time and part-time employees.

Uniforms will be replaced free of charge by the Employer, as needed, due to normal tearing or significant damage. Employees are responsible for replacement costs of uniforms damaged by actions outside of normal wear and tear in the course of employment with the Employer. Employees may purchase additional uniforms at the price established for employees by the Employer, which are also eligible for replacement as stated above. The Employer shall create a new uniform ordering schedule.

Article 19
Health Insurance and Benefits

19.1 Health Insurance Plan

The Employer shall make available to all eligible full-time employees and all other legally eligible employees averaging thirty (30) hours or more per week all forms of insurance that are made available to other hourly, non-bargaining unit employees of the Employer and who have completed their introductory period.

19.2 Open Enrollment

The Employer shall post open enrollment dates and distribute open enrollment packets to the employees not later than November 1\textsuperscript{st} of each year. Enrollment forms must be submitted to the Employer by November 30\textsuperscript{th} of each year.

19.3 Employer Contribution

With respect to health insurance, The Employer will contribute 65% of the monthly premium for each plan level that the employee chooses to enroll in.

19.4 Deductions
Deductions for such insurance shall be deducted from each paycheck, provided that the employee has executed an appropriate written authorization for each deduction. Employees refusing to execute such written authorization shall not be eligible for coverage as provided herein.

19.5 Affordable Care Act

The bargaining parties recognize that the Affordable Care Act and related regulations have created a challenging and dynamic environment related to employee benefits. In recognition of this uncertainty, the Employer and the Union agree that the specific details of participation in any provisions of any of the health insurance provisions described in this Agreement shall may occasionally be changed or approved at the discretion of the employer as necessary to comply with the provisions of the Affordable Care Act. Employees may be affected the same as all other employees only when such changes or improvements are made on a statewide basis. In the event that such changes occur during the life of this Agreement, the Employer need not seek the Union’s prior agreement, but the Employer will promptly advise the Union in advance of such changes or improvement and the effective date thereof.

19.6 Employee Stock Purchase Plan

Eligible employees may participate in the Healthcare Services Group Stock Purchase Plan subject to the eligibility requirements and contribution provision of the Plan. Employees are eligible to enroll in this benefit before January 1st after two (2) full years of service.

Article 20
Health and Safety

It shall be the policy of the Employer that the safety of the employees, the protection of work areas, the adequate education and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. Further, the Employer 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 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.
The Employer will make reasonable effort to provide employees with safe and adequate equipment, working environment, and facilities.

**Article 21**

**Wages**

21.1 Wage Rates

The wage rates for employees covered under this Agreement shall be found in Appendix A. Employees shall be placed on the wage scales with their current seniority and/or experience credit. Employees shall move on the wage scale when reaching their anniversary dates. All employees at the five (5) year rate and/or off scale shall receive two (2%) per cent increase effective October 1, 2016 and shall receive one (1%) per cent increase the first full pay period after October 1, 2017. Experience Credit shall be capped at five (5) years.

21.2 Experience Credit

The wage scales in this Agreement are minimums, which may be adjusted based on employee experience. The Employer shall notify the Union, in writing, as to any experience credit scale that it may establish, and any changes thereto. Said scales are to be applied uniformly both to future hired employees as well as to existing employees, based on their applicable prior experience as determined, on an equitable basis, by the Employer.

21.3 Pay Days/Employer Computations

The Employer will offer a direct deposit program for employee’s paychecks. Employees who decline direct deposit can pick up their paychecks in the facility on Friday 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 workday or as soon thereafter as possible. Minor errors shall be corrected on the employee’s next paycheck.

Employees shall be permitted to know on what basis their pay and benefits are arrived at and shall be given reasonable evidence of the accuracy of their total take-home pay and benefits if requested by the employee.

21.4 Wages When Changing Positions

When an employee changes positions, he/she shall move to the comparable month’s level on the wage scale. If the employee is off the scale, his/her wages shall be increased or decreased by the respective difference between the top of the pay scales for the two positions, if any.
21.5 Lead Pay

Leads do not act in the role of supervisor and are not given any authority for performance evaluations, disciplinary actions, or decision to hire or fire bargaining unit employees. An employee in a lead role will receive an additional seventy-five cents ($0.75) per hour for all hours worked.

21.6 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.

21.7 Additional Responsibility Pay

When a supervisor is gone for one (1) week or longer and an employee has been requested to and does take on additional responsibilities, the employee shall receive an additional one-dollar ($1.00) per hour upon review by the supervisor.

21.8 Pick-up Bonus

Any employee who picks up an extra shift beginning with evenings on Friday, through nights on Sunday is eligible for a $25 bonus as long as they do not call in during that same pay period.

21.10 Preceptor

When an employee works in a Preceptor role for training, that employee shall receive fifty cents ($0.50) per hour for all hours training.

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Article 22

No Strike/No Lockout

There shall be no strike, work stoppage, picketing or lockout during the term of this Agreement.
Article 23
COPE

The Employer agrees to deduct and transmit to 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. These transmittals shall occur monthly 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 employee.

Article 24
Lobby Day

The Employer will provide unpaid time off a regularly scheduled shift of lost time for one (1) bargaining unit members from each facility, to participate in a Local’s sponsored Lobby Day to promote funding for nursing homes. The Employer will notify and replace an employee selected to attend the designated Lobby Day.

Article 25
Duration

Except as otherwise provided, this agreement shall be effective from October 1, 2016 through and including February 28, 2019. 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, 2019, or October 1 of any year thereafter of its intention to change, modify or terminate this agreement.

This Agreement shall be opened February 28, 2018 for the purpose of bargaining Wages and Benefits.

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

Healthcare Services Group, Inc.  

SEIU Healthcare MN

5/4/17  

5/3/17
## Appendix A  Wage Rates

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<th>Location</th>
<th>Job Title</th>
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<th>3 Years</th>
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