Collective Bargaining Agreement

Between

Mission Nursing Home

And

SEIU Healthcare Minnesota

Effective
March 1, 2017
Through
February 28, 2020
345 Randolph Avenue, Suite 100
St. Paul, Minnesota 55102

Member Action Center and General Number:
1.800.828.0206 or 651.294.8100
Fax Number: 651.294.8200

Visit our website at: seiuhealthcaremn.org
WEINGARTEN RIGHTS

Any time you are brought into a meeting with a supervisor, you should say the following:

“*If this discussion could in any way lead to my being disciplined or terminated, I respectfully request my union steward, representative or officer be present at the meeting.*

*Without representation, I choose not to answer any questions.*”

:klh/opeiu#12
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Collective Bargaining Agreement
Between
SEIU Healthcare Minnesota
And
Mission Nursing Home

Preamble

This Agreement is made and entered into this 1st day of January 2016, by Mission Nursing Home (the "Employer") and SEIU Healthcare Minnesota (the "Union"). The Employer recognizes the Union as the exclusive bargaining representative of Employees employed in the unit for which the Union was certified by the National Labor Relations Board in NLRB Case No. 18-RC-16251 as unit employees' exclusive representative.

Article 1 – Definitions

Whenever used in this Agreement, the term "employees" shall be limited to all full-time and regular part-time employees; including LPNs, NARs, TMAs, cooks, dietary aides, housekeepers, laundry aides, resident monitors and maintenance assistants employed by the Employer at its Plymouth, MN facility; excluding managerial employees, professional employees, department heads, RNs, guards, and supervisors as defined in the Act. It is understood that participants in the Lodge Work Program are also excluded. Additionally, high school students in the dietary department who work 30 hours or less per pay period are excluded from coverage.

Full-Time Employee. An employee regularly scheduled by the Employer to work sixty (60) hours or more within a two (2) week consecutive period.

Part-Time Employee. An employee regularly scheduled by the Employer to work less than sixty (60) hours within a two (2) week consecutive period.

Employer. The Employer shall mean Mission Nursing Home, and its designated officials or representatives.

Article 2 – Recognition

Section 2.1 – Classification or Title Change

In the event the Employer and the Union are unable to agree as to the inclusion within the unit or exclusion from the unit of a new or modified job classification not specified in Article 1 hereof, the issue shall be submitted to the National Labor Relations Board for determination. Upon inclusion of a new or modified job classification within the bargaining unit, the wage rate of such classification shall be negotiated by the Employer and the Union and the rate agree upon shall become a part of this Agreement. The Employer shall notify the Union as soon as practical of any proposed new classification or title.
Section 2.2 – No Contradictory Rule

The Employer agrees not to enter into any agreement or contract with its employees within the bargaining unit either individually or collectively, which conflicts with or contradicts any of the provisions of this Agreement.

Article 3 – Management Rights

Except as expressly modified or restricted by a specific provision of the Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to issue, enforce, amend, and revise reasonable written policies, rules, regulations, and practices that are not in conflict with this Agreement; to reprimand, suspend, discharge, or otherwise discipline employees for just cause, including, but not limited to, unsatisfactory performance or violations of work rules or regulations; to terminate probationary employees with or without cause; to determine the number of employees to be employed, whether temporary, seasonal, part-time or regular employees; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, and recall to work employees; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to expand, move, reduce, alter, modify, change, combine, transfer, assign or cease any job, department, or operation; to determine quality standards; to use independent contractors to perform work or services; to subcontract subject to Article 25, contract out, close down, or relocate the Employer's operations or any part thereof; to control and regulate the use of machinery, facilities, equipment, and other property of the Employer; to introduce new or improved methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions and all other units of the Employer; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the Employer's employees. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Article 4 – Union Security

Section 4.1 – Union Membership

After completion of ninety (90) calendar days of employment with the Employer, employees covered by this Agreement have 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; or
2. Employees may choose not to become a Union member. Employees who do not join the Union will pay 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 that represents only that percentage of monthly dues relating to Union representational activities. In no event shall this payment exceed the regular monthly Union dues paid by Union members working an equivalent number of hours. Employees who are not Union members are not eligible to attend Union membership meetings or be a part of the Union's negotiating committee.

New employees covered by this Agreement shall be informed of these two choices by the Employer and the Union at the beginning of their employment.

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 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 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.

**Section 4.2 – Timing of Payments to the Union**

Payments to the Union required by this section shall be made only after an employee has completed ninety (90) days of employment. Initiation fees shall be due and payable upon the ninety-first (91st) day of employment and shall be paid within ten (10) days thereafter. Monthly payments to the Union are due and payable the first day of the month following completion of ninety (90) days of employment and shall be paid by the tenth (10th) day of each month.

**Section 4.3 – Payments to the Union are a Condition of Employment**

While this Agreement is in effect, it is an employee's responsibility and a condition of employment that all of his or her necessary payments to the Union are made on a timely basis. Furthermore, all employees covered by this Agreement who are now or may hereafter become members of the Union must remain in good standing with the Union as a condition of employment. In this Agreement, "in good standing" is defined to mean the payment of a standard initiation fee and standard regular monthly dues that are required as a condition of acquiring or retaining membership in the Union.
Any employee covered by this Agreement who is delinquent in making the payments required in this Article for more than thirty (30) days shall be discharged by the Employer within five (5) days after the Employer's receipt of written notice from the Union that an employee should be discharged for delinquent payment of fees or dues to the Union.

The Union will notify the Employer when it sends warning notices to employees about delinquent payments so that the Employer may help employees stay in good standing.

**Section 4.4 – Dues Deduction**

The Employer agrees to deduct employee payments to the Union from the wages of employees who voluntarily provide the Employer with a written authorization to make such deductions. Any written authorization shall be irrevocable for a period of one year after it is signed or until the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from the wages of employees in the first 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 deduction amounts and names and social security numbers for those for whom such deductions have been made.

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

**Section 4.5 – Employee Lists**

Each month, the Employer will send the Union in a sortable electronic format (e.g. Xcel), a list with the following information on employees covered by this Agreement:

- **New Hires**: Name, hire date, social security number, address, home and cell phone number(s), personal and work e-mails if provided, work classification, rate of pay, and hourly status.

- **Current Non-Contract Employees Transferring to a Contract Position**: name, date of transfer into a contract position, social security number, and work classifications the employee is transferring from and into.

- **Employees Whose Employment Has Terminated**: name, social security number, last day of work, and work classification.

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

- **Seniority List and Hourly Reports**: a seniority list of all employees in the bargaining unit that lists each employee's hours worked, social security number, rate of pay, gross pay, and dues deduction amount.
Changes: changes in the name, address, home and cell telephone number(s), hourly status, personal and work e-mail addresses if provided, or work classification of an employee covered by this Agreement.

When the Union learns of a change to the legal name, address, or telephone number of any employee covered by this Agreement (from anyone other than the Employer), the Union will notify the Employer of that change in writing within one month after first learning of the change.

Section 4.6 – Reporting of Hours

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

Section 4.7 – Monthly COPE Deduction

The Employer agrees to deduct a monthly COPE contribution from the wages of employees who voluntarily provide the Employer with a written authorization to make such a deduction, on the form provided by SEIU Healthcare. The Employer will make this deduction monthly for each employee who elects to make such a contribution and will forward withheld amounts to the Union within one month following the actual withholding, together with a record of the amount and those for whom deductions have been made.

Section 4.8 – Lobby Day

The Employer agrees to replace two Healthcare Members on the schedule for one shift each, and pay for lost time, to participate in a yearly Healthcare-sponsored Lobby Day to promote funding for nursing homes. The Members will be selected by the Business Representative and the Union shall notify the Employer of the date and the two members attending at least three weeks prior to the Lobby Day.

Article 5 - Probationary Period

Section 5.1 – Probationary Period

The first ninety (90) days of employment of any new employee hired at 41 to 80 hours per pay period, and the first one hundred and twenty days (120) days of employment of any new employee hired at 40 hours or less per pay period, shall be a probationary period, during which time the Employer may terminate such employee with or without cause. The employee will not have access to the grievance procedure for grievances regarding discharge or discipline during the probationary period.

Article 6 – Discharge/Discipline

Section 6.1 – Just Cause
The Employer shall not discipline, discharge or suspend without just cause an employee who has completed the required probationary period.

Section 6.2 – Discharge - Suspension Notices - Copies to Union

A written notice of any discharge, suspension or written or verbal disciplinary notice shall be given to the employee and a copy thereof shall be sent to the Union. When the Employer provides an employee with a discharge, suspension, or written disciplinary notice, the employee must sign the notice to acknowledge that the employee received the notice. However, the employee's signature on the notice will not be considered any admission of wrongdoing and is a mere acknowledgement that the Employer provided the employee with the notice. The employee may choose to provide a written response to the discharge, suspension or written disciplinary notice on the notice within four days of the discipline. A grievance may be filed relating to such discharge, suspension or written disciplinary warning provided, however, a grievance concerning discharge, suspension or the written disciplinary notice of an employee must be signed by the disciplined employee in order to be recognized by the Union and the Employer as a formal grievance.

Section 6.3 – Suspension - Time Limits

Disciplinary suspension shall not exceed three (3) working days. This limitation shall be inapplicable in cases where final disciplinary action has not yet been imposed, and the employee is suspended without pay for purposes of investigating potential disciplinary action.

Section 6.4 – Employee Termination Notice

Employees electing to resign their employment will give the Employer at least fourteen (14) calendar days written notice of intention to do so, and shall work all scheduled hours within the notice period. Such employees may not utilize vacation benefits within the notice period, unless the use of such vacation was approved at least forty-five (45) days prior to such notice of resignation.

Article 7 – Labor/Management Meetings

Upon mutual agreement of the Employer and the Union, a labor management committee may be established. A labor management committee may be formed to address a specific topic or may be a standing committee, which meets as needed to address topics of mutual concern. A labor management committee shall consist of a mutually agreed number of employees, one-half designated by the Employer and one-half designated by the Union. Unless otherwise mutually agreed, only designated members of the committee shall attend the committee meeting(s).

A labor management committee shall not consider grievance matters or changes in the labor Agreement.

If practical, labor management meetings shall be scheduled when committee members are scheduled to work.
The following items are agreed to be discussed in the Labor Management Committee:

Health Insurance, Life Insurance, and Retirement Benefits.

**Article 8 – Grievance and Arbitration**

**Section 8.1 – Grievance Procedure**

A grievance is hereby defined as any claim by the Union or an employee relating to the interpretation of or adherence to the terms and provisions of this Agreement. Disputes concerning the issuance of a verbal disciplinary notice shall not be subject to the grievance/arbitration procedures of the Contract.

The steps in the grievance procedure are as follows:

**Step One** - Within five (5) business days of the date of occurrence, the employee will notify his/her immediate supervisor and/or department head of the grievance. Within five (5) business days of the date of notification, the immediate supervisor and/or department head will meet with the employee, and the union steward if requested by the employee, to informally discuss the grievance. Within ten (10) business days of the informal meeting, the supervisor and/or department head will respond with a written decision. For purposes of this Article, a business day is a day other than Saturday, Sunday, or a holiday recognized by this Agreement.

**Step Two** - If the grievance is not resolved under Step One, the grievance shall be reduced to writing and submitted to the Administrator within five (5) business days of receiving the supervisor's and/or department head's written response. The written grievance shall specify in detail the alleged violation of the contract, the specific section of the contract allegedly violated, and the requested remedy. This includes, but is not limited to, the date of the event being grieved, the names of the individuals involved in the event being grieved, and what occurred. Within seven (7) business days of receipt of the grievance, the Administrator shall meet with the grieving employee, and the union steward or Business Representative if requested by the employee. The Administrator will respond to the grievant and the Union with a written decision within ten (10) business days of the meeting.

A grievance relating to pay may be presented at this step and shall be timely if received by the Administrator within thirty (30) calendar days after the pay day for the period during which the grievance occurred.

**Step Three** - If the grievance is not resolved in Step Two, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Administrator within ten (10) days following receipt of the Administrator's decision in Step Two.

The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The parties shall alternately eliminate names from the list with the party
proceeding first to be determined by coin toss. The last remaining name on the list shall be the neutral arbitrator. If either party is unhappy with the list received, they may request a new list from FMCS. However, such party will be responsible for the entire cost of providing the new list.

Section 8.2 – Authority of the Arbitrator

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 decision of the arbitrator shall be confined to the issues raised in the grievance.

The decision of the arbitrator shall be communicated to the parties within thirty (30) calendar days following the close of the hearing. The decision of the arbitrator shall be final and binding upon the Union, the Employer and the individual employee filing the grievance.

Section 8.3 – Arbitration Expenses

The expenses of the Board of Arbitration shall be shared by the parties equally.

Section 8.4 – Time Limitations

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently waived, and the grievance shall not be submitted to arbitration. The time limitations provided herein may be extended only by mutual agreement. Such agreement must be in writing in order to be valid. Such agreement will not be unreasonably withheld.

Section 8.5 – Expedited Grievances

A grievance concerning the discharge or suspension of an employee shall be presented initially at Step Two of the grievance process within ten (10) days from the occurrence of the discharge or suspension.

Article 9 – Union Representation

Section 9.1 – Union Stewards

The Employer agrees to recognize the right of the Union to elect or select from employees who are members of the Union, union stewards handle such Union business as may from time-to-time be delegated to them by the Union in connection with this collective bargaining relationship.

The name of such union steward(s) shall be furnished, in writing, to the Employer and any changes of the union steward(s) shall be reported to the Employer, in writing.
Union stewards will 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 thirty (30) days in advance thereof. Such leave time will not be compensated by the Employer.

A union steward(s) shall be allowed to attend group orientations and distribute new employee orientation packets.

Section 9.2 – Compensation

Except as specifically provided in this Section, a union steward shall not be compensated by the Employer for his or her duties as a union steward and shall perform such duties during times when he or she is not scheduled to work for the Employer. The Employer will pay a union steward, at his or her straight-time rate of pay, for scheduled work hours lost in attendance at a meeting convened at Step 1 or Step 2 of the grievance procedure set forth in Article 8 of this Agreement, if such union steward is attending the meeting pursuant to the right granted by the provisions of said Step 1 or Step 2. The Employer will also pay a union steward, at his or her straight time rate of pay, for scheduled work hours lost when an employee has invoked his or her right to union representation at an investigatory meeting that may lead to disciplinary action.

If practical, orientation should be scheduled when stewards are scheduled to work.

Section 9.3 – Business Representative

The business representative of the Union shall have access to the Employer's premises during working hours to investigate specific grievances, provided the business representative notifies the administrator, or in cases where the administrator is not present, the director of nursing. Such access shall be limited to specific areas of the building that are directly related to the grievance. Upon prior notification and approval of the administrator, on a case by case basis, the business representative shall also have access to agreed upon areas of the Employer's premises for other legitimate purposes. While on the premises, the business representative shall comply with the Employer's rules and regulations.

Section 9.4 – Bulletin Board

A designated bulletin board in the employee break room shall be made available to the Union for the purpose of posting of official Union business notices. The union steward shall have access at all reasonable times to such bulletin board.

Article 10 – Seniority

Section 10.1 – Seniority Lists

The Employer shall, on or before the thirtieth (30th) day following the commencement of this Agreement, prepare and post seniority lists by classification of all employees covered by this Agreement, specifying the seniority of each employee. Employees retained by the Employer after completion of their probationary period will be credited with seniority from their most recent date.
of hire with the Employer and their names will be added to the seniority list. The seniority list shall include all full-time and part-time employees and shall be posted in the facility quarterly. Such quarterly seniority lists shall be sent to the Union. Any grievances regarding the list must be filed within 10 business days of posting.

**Section 10.2 – Basis of Seniority**

Seniority will be based on an employee's most recent date of hire. Seniority shall be by classification within each department based on an employee's most recent date of hire within that classification.

**Section 10.3 – Classifications**

Classifications for the basis of seniority shall include:

- Cook/Dietary Aides
- Housekeepers
- Laundry
- LPN
- Maintenance Assistant
- Resident Monitors
- TMA/NAR

**Section 10.4 – Vacancies**

All vacancies, whether in existing or proposed new bargaining unit classifications, shall be posted in the facility for a period of at least seven (7) days, with copies sent to the Union. Such notice shall state the position to be filled, the anticipated shift of work and hours of work per pay period and the qualifications for the position. Where qualifications are not equal, the most qualified internal applicant will be awarded the position. Where qualifications are equal, the most senior qualified applicant in the classification with the vacant position shall be awarded the position. If no employee within the classification applies for the vacant position, the most senior qualified applicant outside the classification shall be awarded the position. Qualifications include, but are not limited to, related experience and job performance.

If there is a disagreement as to the application of qualifications, work experience or job performance of an employee, the Union has the right to process a grievance in accordance with this Agreement.

**Section 10.5 – Transfers**

Employees voluntarily transferring from one classification to another will accrue seniority within the new classification based upon the date of transfer to the new classification. Employees involuntarily transferred from one classification to another shall retain their previously accrued seniority.
Section 10.6 – Benefits

Benefits shall be based upon total compensated hours, excluding overtime, regardless of classification transfer.

Section 10.7 – Layoffs/Reduction/Recall

In reducing the number of employees or making a reduction in hours, the Employer will determine in its sole discretion the number of positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs and/or reductions in hours shall be made in reverse order of seniority, by classification. Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for up to a maximum of one (1) year.

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.

Article 11 – Hours of Work and Overtime

Section 11.1 – Workday

A workday is defined as a twenty-four (24) hour period. The regular workday will be an eight and one half (8.5) hour shift, which includes one thirty (30) minute unpaid meal break. Standard weekend scheduling shall be every-other weekend unless a department is currently working less.

Less than an eight (8) hour work day can be established as mutually agreed upon by the employee and the Employer.

Section 11.2 – Overtime

All non-exempt employees who work in Nursing, Housekeeping, Laundry, Social Services and Dietary departments will be paid time and one-half (1.5) for any hours worked over eight (8) per day and eighty (80) per pay period.

All non-exempt employees who work in Maintenance will be paid time and one-half (1.5) for all hours worked over forty (40) in one (1) week.

Overtime is allowed only with approval of the supervisor or charge nurse.

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

Section 11.3 – Consecutive Days of Work

No employee shall be required to work more than six (6) consecutive days during a two (2) week period without the payment of overtime at one and one-half (1.5) times the employee's straight-
time hourly rate of pay for any days in excess of six (6) consecutive days. Such rate of pay shall continue until the employee's next regularly scheduled work day. An employee who volunteers to work extra shifts that cause him or her to work more than six (6) consecutive days will not be considered to have been "required" to work more than six (6) consecutive days.

Section 11.4 – Flexible Scheduling:

The Employer, in its discretion, and an individual employee may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day, and/or in excess of six (6) consecutive days. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

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

The Employer and an individual employee may agree, in order to accommodate a flexible schedule providing for work in excess of eight (8) hours per day, that the basic work period shall be forty (40) hours per week. If the Employer and individual employee make this agreement, an employee shall be paid time and one-half (1.5) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in this Section. If the Employer and an individual employee agree upon a pattern of work schedules providing for work in excess of six (6) consecutive days, the employee shall be paid time and one-half (1.5) for work in excess of eight (8) hours per day and eighty (80) hours per pay period.

Section 11.5 – Posting of Schedules

Schedules shall be posted a minimum of fourteen (14) days in advance of the employee's scheduled work. Once posted, no employee's schedule shall be changed except upon agreement of the affected employee and the Employer. Once posted, employees will be allowed to trade scheduled workdays only with the Employer's approval.

Section 11.6 – Extra Shifts and Hours

The Employer shall follow a process to offer extra hours to employees by first offering them on a non-overtime basis by seniority within the classification, then on a non-overtime basis to on-call employees, then on an overtime basis by seniority within the classification. All extra shifts and hours shall be posted.

Hours which become available shall be offered in the following manner: Employees shall indicate their availability in a manner established by their department, to be called by seniority order. Those employees who have not established their availability shall not have recourse to the grievance
process by reason of not being offered the hours. Employees who have indicated their availability must fill one shift when called in any pay period to remain on the availability list.

Section 11.7 – Work Week Schedules

In the establishment of work week schedules, the Employer shall give preference to employees in accordance with seniority by classification.

Section 11.8 – Double Shift

Employees who work a double shift shall be paid at the overtime rate for all hours in excess of eight (8). Employees who work at least fifteen (15) consecutive hours shall receive a full sixteen (16) hours of paid time. Employees will be paid for their thirty (30) minute break during their second shift of a double shift.

Section 11.9 – Guaranteed Hours

Employees who are scheduled to work and who come to work without receiving two hours prior notice that no work is available shall receive at least four (4) hours of work or four (4) hours of pay at the applicable rate for that shift.

Section 11.10 – Call-In Pay

An employee who is called in to work an unscheduled shift and who is called not later than one (1) hour after the commencement of the shift shall be paid for the entire shift if she or he arrives within an hour of being contacted.

Section 11.11 – Overtime Pay

Overtime payments shall not be pyramided.

Section 11.12 – Weekends

An employee who is absent during his or her regularly-scheduled weekend, due to the employee's own illness or the illness of a spouse, parent or child(ren), shall not be mandated to work the following weekend if the employee provides a doctor's note regarding the need for such absence due to the illness. The doctor's note must be provided by the Tuesday following the missed weekend or by the employee's next regularly-scheduled shift, whichever comes first. If the doctor's note is not provided within these time limits, the employee shall be mandated to work the following weekend.

Section 11.13 – No Split Shifts

There shall be no split shifts, unless mutually agreed to by the employee and Employer in writing.
Article 11.14 - Seven Minute Rule

Employees are expected to punch in and be in their work area at the scheduled start time ready to work. Employees are expected to remain in their work area and working until the scheduled shift end time. Employees may be disciplined if punching in or out beyond the seven (7) minute window before and after their shift times.

Article 12 - Inservices/Meetings

Pay for attendance at inservices and meetings will be made at the employee's regular rate of pay, or at the overtime rate, if applicable, if the employee:

1. is required to attend the inservice or meeting (as indicated on the posted notice).
2. is not required to attend but is invited to attend and his/her supervisor or department head approves attendance.

If an employee is unable to attend a required meeting or inservice, the employee shall make arrangements with the supervisor or Department Head to obtain information on the required meeting or inservice within thirty days. Employees shall receive one week notice of required meetings/inservice meetings and any employee who fails to obtain the information on the required meeting or inservice within thirty days may be subject to the disciplinary procedure. Training shall be offered to all employees handling new equipment or engaged in new procedures.

Article 13 – Education

Section 13.1 – CPR Training

CPR training shall be provided to all employees required by Employer to have such training on regular paid time. Such cost of CPR courses shall be paid by the Employer.

Section 13.2 – Educational Training

The Employer, at its expense will arrange for a sufficient number of courses, classes or other educational training opportunities in or outside the facility to allow employees to meet their mandatory continuing education requirements. Such courses or educational opportunities shall be paid at the employee’s base rate.

Section 13.3 – Employee Scholarship Reimbursement Program

Mission Nursing Home will offer scholarship reimbursement to eligible employees pursuant to Minnesota Statute 2568.431, subd. 36.
Eligibility

In order to be eligible to receive scholarship funds under this program, employees must meet the following eligibility requirements:

1) The employee must work an average of at least 20 hours per week; and
2) The employee must successfully complete his or her probationary period.
3) The employee must have been employed at Mission Nursing Home for at least one (1) year.
4) The employee must receive a passing grade.

Administrators, department heads, supervisors and registered nurses are not eligible for this program.

Reimbursable Programs

1) A course of study expected to lead to career advancement within the facility or within the field of long-term care. This may be evidenced by a course of study that would directly result in:
   a) A recognized certification, title, licensure or degree program.
   b) An enhanced wage rate.
2) Medical care interpreter services
3) Social Work
4) Job-related English as a second language

Reimbursable Expenses

Required tuition, books, fees and reasonable course-related materials and supplies.

Non-Reimbursable Expenditures

1) Mandatory LPN continuing education credits/units (CEUs)
2) Mandatory annual Certified Nursing Assistant Registered (NAR) in-service training
3) Any other expenses related to continuing education provided for the purposes of maintaining a current licensure or certification
4) NAR training costs
5) NAR testing costs

6) In-house NAR training and/or testing (Nurse Aide Training, Certification and Education Programs (NATCEP))

7) Related expenses to the training and/or testing of NARs (this includes salary monies, day care, insurance, lab or other fees, books, mileage or other transportation, and uniforms)

8) Expenditures for a conditionally employed NAR (has not completed their training and/or testing yet)

9) Educational expenses for which an employee has been reimbursed or which will be paid by a third party (e.g. Minnesota Family Investment Program (MFIP) work program), or any other scholarship.

Availability of Reimbursement

The Employer will offer scholarship reimbursement under this program only so long as the State is providing scholarship funds to Mission Nursing Home, and only so long as Mission Nursing Home has scholarship funds available to distribute. Should the State discontinue funding scholarships, or should employees exhaust the available funds provided for by the State, then Mission Nursing Home will not provide further scholarship reimbursement.

Application

Employees interested in receiving scholarship reimbursement under this program must submit a written application on the Scholarship Application Form and supporting documentation prior to commencing any coursework or program for which an employee may receive reimbursement under this program. Documentation required will include a course description/brochure, length of time for completion of program, total cost estimate, and a fee schedule provided by the school/company. The Employer will review the application and approve or disapprove any application for scholarship reimbursement on a first come, first served basis.

Article 14 – Break/Meal Periods

Section 14.1 – Meal Time

An unpaid one-half hour meal period is added to all shifts of five (5) hours or more. The meal period will be scheduled by the charge nurse or supervisor on a staggered basis, so as not to interfere with the operations of the Employer. Employees who leave the premises for a meal period must notify their charge nurse or supervisor that they are leaving the building. The employee must also indicate on his/her time card the meal time break if he/she leaves the building or premises.

Employees will receive a free meal ticket during Easter Sunday, Thanksgiving Day, and Christmas Day and times of unexpected overtime.
Section 14.2 – Breaks

Employees are allowed a paid fifteen (15) minute break for every four (4) hours worked. These breaks will be scheduled by the charge nurse or supervisor on a staggered basis, so as not to interfere with the operations of the Employer. Breaks are to be taken in the employee break room or outside on facility premises.

If an employee cannot take his/her scheduled break because of work, the charge nurse or supervisor will reschedule the break at a later time in the day or allow the employee to add such break to his/her meal break.

Article 15 – Holidays

Section 15.1 – Recognized Holidays

All employees working sixty (60) or more hours per pay period who complete the probationary period will be paid for nine holidays during the calendar year. Employees working sixty (60) hours or more but less than eighty (80) hours shall receive holiday pay on a pro-rated basis. These recognized holidays are:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Christmas Day
- Labor Day
- Thanksgiving Day
- Independence Day
- One Floating Holiday
- Easter or another holiday of the employee's choice (excluding Christmas Eve).

An employee working on a recognized holiday will have the option of receiving double the basic rate of pay for hours actually worked or taking a different day off within a month of the holiday. The employee must notify his/her supervisor one (1) week in advance of the holiday if he/she wishes to have an extra day in lieu of payment. An employee who does not work the scheduled day before or after the holiday will forfeit holiday pay.

A floating holiday or a day taken in lieu of double the rate of pay for working on a holiday, must be scheduled with as much notice as possible, but at least one week prior to the posting of the schedule for the period in which the time off is requested.

For purposes of employees working the night shift, the holiday shift shall be the night shift directly preceding the holiday.

Section 15.2 – Part-Time Employees

Part-time employees working less than sixty (60) hours per pay period will receive double basic rate payment for the actual hours they work on a recognized holiday. Part-time employees who are off on a holiday that falls on a regularly-scheduled work day shall receive the amount of pay they would have received if they had been working.
Section 15.3 – Holiday Scheduling:

No employee shall be mandated to work more than five (5) holidays in one (1) year with the exception of the Dietary department. Employees in the Dietary department shall not be mandated to work more than six (6) holidays in one (1) year. If an employee in the Dietary department is mandated to work six (6) holidays in one (1) year, that employee shall receive an extra floating holiday. Employees may voluntarily work more holidays. If staffing allows for fewer holidays to be worked, such scheduling shall reflect seniority choice. Each department shall conduct an annual holiday bid beginning with February 1st and ending with January 31st during which employees may use their seniority in choosing which holidays they work. After the holiday scheduling is complete, employees may be allowed to trade holidays with their supervisor's approval. New hires shall provide holiday coverage for those holidays assigned to the position.

Section 15.4 – Christmas Day/New Year’s Day

Every employee must work at least one shift on Christmas Day or New Year’s Day. Employees will select which of these days to work by seniority. In the event that a sufficient number of employees volunteer to work more than one shift, employees will be given the opportunity by seniority to take both days off.

No employee shall be mandated to work more than one shift on Christmas Day or New Year’s Day.

Article 16 – Leaves of Absence

Section 16.1 – Medical Leave

An unpaid leave of absence, at the employee's request, will be granted for the time medically required (as determined and supported by a physician's statement) up to twelve (12) weeks. An employee may request, with sufficient medical documentation, an additional twelve (12) weeks. Treatment for chemical dependency or mental health problems is included in this leave. A written request stating the beginning and ending dates of the leave must be submitted to the employee's department head and approved by the Administrator. Any employee returning after the first twelve (12) weeks shall be returned to the same position. Any employee returning after the next twelve (12) weeks shall be returned to a comparable position. Employees are not entitled to medical leave during the probationary period.

Section 16.2 – Personal Leaves

A personal leave of absence, without pay, may be granted at the discretion of the Employer, under special and unusual circumstances, when the needs of the Employer permit. If granted, the leave will be for a specified period of time not to exceed thirty (30) days. A written request stating the reason and the beginning and ending dates of the leave must be submitted to the employee's department head and approved by the Administrator. Employees may not use PAL time to extend the length of the leave. This leave may be extended up to an additional ten (10) days in the event
an employee is traveling in another country, and conditions in that country make it impossible for the employee to return when expected. Upon return from the leave, the employee shall be returned to the same position. Employees are not entitled to personal leave during the probationary period.

**Section 16.3 – Benefits During Unpaid Leave**

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

**Section 16.4 – Insurance Benefits While on Leave**

When an employee is on an approved personal leave of up to thirty (30) days, Mission Nursing Home will continue to pay the Employer's share of the cost of group insurance benefits. The Employer will pay such costs during an approved medical leave of up to six (6) months.

**Section 16.5 – Jury Duty**

Mission Nursing Home has a policy of reimbursing employees for wages lost on jury duty, up to a maximum of two (2) weeks' pay.

1. When called to jury duty the employee must notify his/her supervisor immediately.

2. To qualify for this benefit, the employee must obtain a statement signed by a court official, stating the dates of the days served and the amount of money received per diem.

3. To receive his/her pay, the employee may elect to endorse the court check over to the facility. This will enable him/her to receive a normal paycheck on pay day; or the facility will pay the difference between the employee's regular earnings and the pay received from jury duty.

4. In the event that the employee is excused early from jury duty, the employee is expected to return to work if he or she is scheduled for the day shift and there are at least four (4) hours remaining on the employee's shift. Failure to do so may result in loss of pay for the entire period of jury duty.

5. While on jury duty, the employee will continue to accrue P.A.L. and E.I.B. benefits at the rate he/she earned them prior to the jury duty. Also, the facility will continue to pay for its share of any insurance policies under which an employee may be covered.

**Section 16.6 – Union Leave**

The Union may petition the Employer's Administrator to allow an Employee to go on a leave of absence for Union business ("Union Leave"). The Union's petition must specify in writing both the name of the Employee and the dates of the requested leave.
A Union Leave cannot begin without the Union first obtaining the Administrator's written approval. The Administrator has complete discretion whether to approve any Union Leave requested by the Union. If a Union Leave petition is denied by the Administrator, the Union may petition the Administrator to allow another Employee to go on the leave.

There may be no more than one Union Leave in each calendar year and all Union Leaves must be for a continuous period of less than three (3) months. The Union may not alter an approved Union Leave without first obtaining the Administrator's written approval to its new terms.

For the first fifteen (15) calendar days of a Union Leave, an Employee will (1) accrue seniority and vacation benefits, and (2) continue his or her pre-existing insurance benefits. An Employee on a Union Leave will not accrue or continue these benefits after the first fifteen (15) calendar days of the leave.

At the conclusion of a Union Leave, an Employee will return to the position and schedule he or she is otherwise entitled to under the other Articles of this Agreement. It is an Employee’s responsibility to learn when he or she is again scheduled to work after the conclusion of a Union Leave.

**Article 17 – Personal Accrued Leave (P.A.L.)**

Personal Accrued Leave (P.A.L.) is paid time accrued by employees for vacations, illness, personal time and funeral leave. P.A.L. is taken with supervisory approval, and when multiple requests for the same time are pending, approval shall be granted in order of seniority. Requests for time off shall be made with as much advance notice as possible, but at least one week prior to the posting of the schedule for the period in which the time off is requested. Employees shall be notified of the approval or denial of such requests within a maximum of seven (7) calendar days from the time such request was made. Employees are eligible to use only that time they have accrued.

P.A.L. will be accrued but may not be used during the probationary period.

All employees will be paid P.A.L. for scheduled shifts missed due to illness or vacation, unless they notify the time card processor (indicate no P.A.L. on the time card) on or before the Friday prior to the pay period ending on Sunday.

All employees on all shifts shall be required to give the individual designated by the Employer at least three (3) hours’ notice if the employee is unable to report for work.

All PAL and EIB hours shall be paid at the base rate including shift differentials applicable and paid during the employee’s regularly scheduled shifts.
Accrual rates for full-time non-exempt employees:

1 through 4 years of employment  
Employee earns up to 128 hours (16 days) per year (1 hour for every 1.625 compensated hours, excluding overtime).

5 through 9 years employment  
Employee earns up to 168 hours (21 days) per year (1 hour for every 12.38 compensated hours, excluding overtime).

10+ years of employment  
Employee earns up to 208 hours (26 days) per year (1 hour per 10 compensated hours, excluding overtime).

An employee may carryover from one anniversary year to the next unused P.A.L. up to the following maximum amount:

1 through 4 years of employment  
128 hours

5 through 9 years of employment  
168 hours

10+ years of employment  
208 hours

Part-time employees earn P.A.L. hours on a pro-rated basis.

Before taking P.A.L. of five (5) or more days, an employee may request his/her paycheck in advance. The employee must request the check far enough in advance to enable the Employer to include the P.A.L. time in the paycheck for the regularly scheduled payday immediately preceding the P.A.L. time off.

Employees that have used at least 40 hours of P.A.L. for actual time away from the job during the anniversary year shall be eligible to receive up to forty (40) hours pay for unused P.A.L. during that same anniversary year, in lieu of taking actual time off.

**Article 18 – Extended Illness Bank (E.I.B.)**

**Section 18.1 – Accrual and Use of Extended Illness Bank Benefit**

Extended illness bank (E.I.B.) is time earned by the employee for use in the circumstances outlined below. Such banked time may be used for the employee, or the employee's child, spouse or elder parent and otherwise as made available by State or Federal law.

EIB may be used after five (5) days of continuous illness. EIB may also be used on the first day of the following: 1) an illness, injury or impairment that requires hospitalization; 2) same-day surgery; 3) treatment for chemical dependency or mental illness; or 4) the treatment of other serious illnesses, such as cancer.
Employees earn forty-eight (48) hours of EIB time for every two thousand eighty (2080) hours worked. Unused PAL time in excess of the maximum carryover may be added to EIB. Employees may not accumulate more than three hundred sixty (360) hours of EIB.

EIB and PAL amounts shall be shown separately on each employee's paycheck.

**Section 18.2 – Payment of Unused, Extended Illness Bank Benefits**

Effective December 1, 2011, employees in good employment status shall be eligible for the payment of unused extended illness bank benefits ("EIB") upon their voluntary resignation from employment, in accordance with the following conditions:

a. **Minimum Length of Service Required**
   
   In order to be eligible for the payment of unused EIB, the employee must have been continuously employed for at least five consecutive years since his or her most recent date of employment.

b. **Unused EIB Paid Only in the Case of Voluntary Resignation**

   An employee shall be eligible for such payment only in cases where employment ends by voluntary resignation. An employee that is involuntarily terminated for any reasons shall be ineligible for such payment, including instances where an employee provides notice of voluntary resignation, but is subsequently terminated from employment by Mission Nursing Home.

c. **Minimum Notice of Resignation**

   In order to be eligible for the payment of unused EIB benefits, the employee must provide the Employer with at least fourteen (14) days written notice of resignation. Such notice shall specify the date that the resignation shall be effective, which shall not be less than fourteen (14) days following the day that written notice is provided to the Employer.

d. **Employee Must Work All Scheduled Hours During the Notice Period**

   In order to be eligible for the payment of any unused EIB benefits, the employee must work all scheduled hours during the notice period. An employee's failure to actually work all scheduled hours during the notice period, for any reason, shall result in the employee being ineligible for the payment of any unused EIB benefits. Consequently, any leave of absence, or use of personal accrued leave ("PAL") during the notice period, shall render the employee ineligible for the payment of any unused EIB benefits.

e. **Return of All Employer Property and Monies Owed**

   In order to be eligible for the payment of any unused EIB benefits, the employee must return all employer property, including keys, as well as any money due to the Employer.
The Employer may, at its option, elect to deduct any money that is due the Employer from amounts otherwise payable to an employee as unused EIB benefits.

f. Calculation of Payout Amount

The value of any unused EIB benefits shall be determined, based upon the employee's straight time hourly wage rate at the time that notice of resignation is provided to the Employer. An employee that works in two different classifications at the time that notice is provided shall have his or her straight time hourly rate calculated based upon the weighted average of hours worked in each classification, in the pay period immediately prior to the date that notice of resignation is provided.

Unused EIB benefits under this section shall be paid according to the following schedule up to a maximum of two hundred and twenty five (225) hours:

<table>
<thead>
<tr>
<th>Years of Continuous Employment at the Time Resignation is to be Effective</th>
<th>Percentage of Unused EIB Benefits That Shall be Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>50</td>
</tr>
<tr>
<td>6</td>
<td>60</td>
</tr>
<tr>
<td>7</td>
<td>70</td>
</tr>
<tr>
<td>8 and beyond</td>
<td>75</td>
</tr>
</tbody>
</table>

**Article 19 – Health and Welfare Benefits**

**Section 19.1 – Eligibility**

All full-time employees and regularly scheduled part-time employees working sixty (60) or more hours per pay period shall be eligible for health and dental coverage ninety (90) days after they start their employment at Mission Nursing Home. If any employee chooses not to enroll when coverage is first available, or wishes to add or amend dependent coverage, they will be required to wait until the next annual enrollment period unless otherwise required by law, consistent with the requirements of the plan. Open enrollment dates shall be in November of each year, and shall be posted by the Employer.

**Section 19.2 – Coverage**

The Employer shall be a participating Employer in the SEIU Health and Welfare Fund, and offer health, dental, and vision benefits through the fund to all eligible employees covered by this Agreement. The Employer reserves the right to change insurance providers. If such provider is changed, benefits offered by the new provider shall be comparable.
Section 19.3 – Contribution

The Employer's contribution to the cost of single health, dental, and vision benefits for those employees that enroll for coverage shall be capped at $546.00 per month for health and welfare, and $42.65 for dental insurance, until modified upon mutual agreement of the parties. The present monthly contribution to the SEIU Health and Welfare Fund for health, dental and vision coverage for all employees who elect coverage is as follows:

The employee contribution shall be deducted in equal amounts from each paycheck. In months with three paychecks, the third paycheck shall have no deduction.

Section 19.4 – Unpaid Leaves of Absence

In the event of unpaid leaves of absence, the member may pay their premium contribution to the Employer before beginning their leave, or have their coverage discontinued and seek reenrollment with the SEIU Health and Welfare Fund upon return.

Section 19.5 – Life and Accidental Death Insurance

Facility-paid life insurance coverage of ten thousand dollars ($10,000.00) shall be provided for all eligible employees.

To be eligible for life insurance, an employee must work forty (40) hours per pay period on a regular basis and have completed ninety (90) days of continuous employment.

The actual terms and limitations of insurance coverage are governed by the policy issued by the insurance company. Details and forms may be obtained from the business office. The Employer retains the right to choose a new insurance provider. If such insurance provider is changed, the benefits offered by the new provider shall be comparable.

Section 19.6 – Disability Insurance

The Employer shall not pay for either short-term disability insurance or long-term disability insurance on behalf of employees. The Employer, however, shall allow employees to individually opt to continue short-term disability insurance and/or long-term disability insurance provided that the employee pays the entire cost of such insurance coverage and that the company providing the insurance continues to offer such insurance to employees on an individual basis. The actual terms and limitations of insurance coverage are governed by the policy issued by the insurance company.

If the company providing short-term disability insurance or long-term disability insurance to employees discontinues offering such insurance to Employer's employees, the Employer will search for another insurance carrier to provide short-term disability insurance and long-term disability insurance to employees who elect to purchase such insurance at no cost to the Employer. The Employer also reserves the right to choose a new insurance provider at any time.
Article 20 – Wages

All Employees go to direct deposit, voluntary for current employees, mandatory for new hires.

Section 20.1 – Wages

Employees shall continue to move on the WAGE SCALE attached to this Agreement. All premiums and differentials shall remain the same. Following the ratification date, there shall be a sixty (60) day period for employees to submit hours for application of experience credit. Employees must submit written verification of hours clearly stating skilled nursing facility experience, position worked, total hours in that position and contact information of the person providing the written verification, if available. Positions worked must be like positions, with the exception that TMA and NAR experience is interchangeable.

Section 20.2 – Pay Period

Definite pay days shall be established on a regular two (2) week pay period. An employee shall be permitted to know on what basis his/her pay is calculated and shall be given reasonable evidence of the accuracy of the total take home pay, if requested. An error in pay amounting to twenty-five dollars ($25.00) or more in gross pay shall be corrected within two (2) working days from the time the employee requests a correction.

Section 20.3 – Wage Increments

Effective January 1, 2016 all employees shall be placed on the applicable (step) rate based on verified lifetime service hours.

Total lifetime service hours for experience credit must be verified within sixty (60) days of ratification or date of hire after ratification.

Increases based on verified lifetime service hours are effective the payroll following verification.

All premiums and differentials effective with this Agreement shall be effective February 22, 2016.

Section 20.4 – New Hires

The Employer and the Union agree that new hires may be given credit for experience and new hires will not be placed above the base rate of current employees with similar experience. Such placement shall be based on the employee’s experience and such experience shall be documented.

There shall be no “leapfrogging” of current employees’ base rates by reason of experience credit. “Leapfrogging” is defined as a newly hired employee receiving experience credit which places their base rate higher than a current employee with the same years of experience. The resolution to “leapfrogging” will be a step one meeting to verify base rates and adjust current affected employees in the same job classification to place them higher than the new employee base rate. Additional concerns may be resolved through the grievance and arbitration process.
Section 20.5 - Dual Classifications/Classification Changes

When an employee changes from one classification to another with a higher wage scale, he/she will receive the greater of placement on the closest step which represents an increase to his/her current rate of pay.

Employees shall be paid in job classification actually worked.

Section 20.6 - Evening and Night Shift Differentials

Employees working any shift other than the day shift shall receive an additional fifty-cents ($.50) per hour for each hour worked. Nursing department employees including LPN’s, TMA’s and NAR’s shall receive a PM shift differential of one dollar ($1.00) and a night shift differential of two dollars ($2.00) for applicable hours worked.

Section 20.7 - Charge Nurse Premium

Charge nurses shall receive a premium of fifty cents ($.50) per hour.

Section 20.8 - Preceptor Premium

Preceptors in nursing department will receive a premium of one dollar ($1.00) per hour while working as a preceptor. The Employer shall choose which employees are eligible to act as preceptors and shall schedule the times during which the employee shall work as a preceptor.

Section 20.10 - Weekend Pick Up Premium

The definition of weekend in this circumstance is 2:00 pm Friday to 6:30 am Monday. Weekend call in hours (less than twenty-four (24) hours advance notice) will be paid in the following incentives:

Nursing Assistants shall receive a premium of five dollars ($5.00) for all hours worked on the applicable shift. TMA’s shall receive a premium of six dollars ($6.00) for all hours worked on the applicable shift. Nurses shall receive a premium of ten dollars ($10.00) for all hours worked on the applicable shift. To be eligible for the weekend pick up premium pay, all regularly scheduled hours (as scheduled to work) the weekend before and the weekend after must be worked.

The Employer may apply additional incentives as needed to schedule on a non-discriminatory and equitable basis.

Overtime shall be applied if applicable to any premiums.
Section 20.11 – Attendance Wellness

Employees shall receive one (1) paid day off for every six (6) consecutive months of no call ins, to be scheduled by mutual agreement between the employer and the employee to be used within sixty (60) calendar days of earning the paid day off. This benefit is tracked and paid on a rolling calendar quarterly basis.

At the beginning of each quarter, the prior two quarters will be reviewed for eligibility.

Quarters are defined as: January-March, April-June, July-September and October-December.

This benefit is retroactive to January 1, 2016.

Section 20.12 - Job Descriptions

The development and/or modifications of job descriptions is the responsibility of the department managers. The development and/or change of job descriptions shall be appropriate agenda topics for Labor Management Committee meetings.

Article 21 – Successorship

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

Article 22 – No Strike or Lockout

Section 22.1 – No Strikes/No Lockout

There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance and arbitration provisions of Article 8.

Section 22.2 – Discipline for Violation of Section 22.1

The failure or refusal on the part of any employee to comply with the provisions of Section 22.1 of this Agreement shall be cause for immediate discipline, including discharge, and such discipline shall not be subject to the arbitration provisions set forth in Article 8 of this Agreement.

Article 23 – Health and Safety

Section 23.1 – Lab Work/Mantoux Test
If an annual chest x-ray and/or Mantoux test are required by the Employer, they will be done at the expense of the Employer.

Section 23.2 – Hepatitis Vaccine

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

Section 23.3 – Yearly Flu Shot

The Employer shall provide a yearly flu shot at no cost to employees at Mission Nursing Home.

Section 23.4 – Needle Puncture

The Employer shall provide, at no cost to the employee, follow-up blood work should an accidental needle puncture occur, according to CDC guidelines.

Section 23.5 – Workplace Environment

The Employer is committed to working hard to provide all employees a work environment that is free from disrespectful and abusive behavior, and employees should use the Employer’s policies to address such conduct. If the Union itself has concerns that any employee, including someone within management or outside the bargaining unit, is engaging in unacceptably disrespectful and abusive behavior toward another employee, they should bring their concerns to the Administrator in writing. If the Union and Administrator cannot resolve the concerns informally, the Union and Employer may choose to use non-binding mediation to resolve the situation. Neither this article nor any non-binding mediation conducted pursuant to it, may be used or referenced by the Union in any grievance proceeding.

Article 24 – Retirement

Mission Nursing Home shall make available to employees who successfully have completed the probationary period a 403(b) plan with a federal and state tax deferment. The Employer shall match 50% of the employee’s contribution to the retirement plan, up to a maximum of 1% of the employee's earnings. Such plan shall be established by Employer as soon as is reasonably possible consistent with the exercise of due diligence.

Article 25 – Subcontracting

It is not the Employer's intention to take work away from the bargaining unit for the purpose of depleting the bargaining unit. The Employer agrees that it will use its best efforts to have bargaining unit work done by the bargaining unit when and if it is economically reasonable to do so. In all cases, however, the Employer retains the right to subcontract for economic or safety reasons.
Article 26 – Duration and Changes

Section 26.1 – Duration and Limited Reopener

This Agreement shall become effective on March 1, 2017 and shall remain in effect through February 28, 2020.

This Agreement shall remain in full force and effect from year to year unless either party shall notify the other party in writing at least ninety (90) days prior to February 28, 2020 or February 28th of any year thereafter of its intention to change, modify, or terminate this Agreement.

The contract shall be reopened as of February 28, 2018 and February 28, 2019 for the purpose of negotiating hourly wage rates and benefits.

Section 26.2 – Effect

This Agreement constitutes the full and complete Agreement between the Employer and the Union representing the employees as described in the appropriate unit in Article 1 of this Agreement. The provisions herein relating to the terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, Employer policies, rules or regulations concerning terms and conditions of employment inconsistent with these policies.

MISSION NURSING HOME

By

Date 6/13/17

SEIU HEALTHCARE MINNESOTA

By

Date 6/13/17
Wage Scale
Effective January 1, 2016, the following hourly wages shall be in effect:

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<th></th>
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<th>90 Days</th>
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<th>6240 hrs</th>
<th>8320 hrs</th>
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<td>$16.16</td>
<td>$16.46</td>
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<td>Dietary Aide</td>
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Differentials:
- $1.00 PM Preceptor
- $2.00 night $1.00
- $1.00 PM Preceptor
- $2.00 night $1.00

Effective January 1, 2016, all employees shall be placed on the applicable (step) rate based on verified lifetime service hours. Total lifetime service hours for experience credit must be verified within sixty (60) days of ratification on date of hire. Increases based on verified lifetime service hours are effective the payroll following verification. All new premiums and differentials effective with this Agreement shall be effective February 22, 2016.
Letter of Understanding
Between
Mission Nursing Home
And
SEIU Healthcare Minnesota

During negotiations for the current collective bargaining agreement, the Employer agreed that it will not end its practice of not prorating holiday pay benefits for those employees working 64 or more hours per pay period, who have completed the applicable probationary period. This agreement shall remain in effect for the duration of the current collective bargaining agreement.

MISSION NURSING HOME

By

Date 4/13/17

SEIU HEALTHCARE MN

By

Date 6/3/17
Letter of Agreement

Between

Mission Nursing Home

And

SEIU Healthcare Minnesota

Both Parties enter into this Letter of Agreement concerning testing and evaluations as part of job performance standards and expectations.

The Employer has a right as a condition of employment to set reasonable testing and evaluation standards concerning job performance and resident care standards.

Any testing and/or evaluation process shall include advance notice of expectations and consequences, when possible.

The application, equitability and results of any such testing and evaluation may be subject to the just cause provisions of grievance and arbitration.

It is recommended that the need for testing and job performance evaluations and expectations be agenda items at Labor Management Committee meetings.

This does not apply to drug and alcohol related policies.

Signed,

MISSION NURSING HOME

By

Date

SEIU HEALTHCARE MN

By

Date
Letter of Agreement

Between

Mission Nursing Home

And

SEIU Healthcare Minnesota

Night Break Agreement

The Parties agree that the night staff may take their break(s) in the Second Floor Activity Room or in the break room.

Any changes to this Agreement shall be addressed in the Labor Management Committee.

It is the expectation that the room shall be used appropriately and left in such condition at the end of the shift as found at the beginning of the shift.

Signed,

MISSION NURSING HOME

By

Date 6/13/17

SEIU HEALTHCARE MN

By

Date 6/13/17
1. Was the member given advance warning of the probable consequences of their actions?

2. Was the rule/policy/management's request reasonable related to efficient and safe operation?

3. Was the alleged violation of the rule, policy, or management's request fully investigated prior to corrective action?

4. Was the investigation fair and objective?

5. Did the investigation uncover substantial proof of guilt?

6. Was the employer's treatment even handed and non-discriminatory?

7. Was the corrective action reasonably related to the member's work record and the gravity of the offense?
The “Just Cause” provision in our contracts protect us against unfair and unjust discipline that employers hand out. The Key sentence in our contracts usually reads “The employer shall not discipline or discharge any employee without just cause”. It may say “cause” or fair cause” or something to that affect, but the meaning is the same: the employer can’t discipline us because they feel like it, there has to be a reason and they have to show us proof.

Stewards must be ready to handle all sorts of discipline cases, from warnings to suspensions to firings. Using the 7 Tests of Just Cause on the other side of this card, will help us represent our members fairly and powerfully.

If the employer has violated any of the 7 Tests of Just Cause, it makes their case weaker. When we are able to prove they haven’t met the standards, we win grievances. These tests have been upheld by arbitrators since a 1966 U.S. Supreme Court decision.