Collective Bargaining Agreement

between

Healthcare Services
d/b/a/ Texas Terrace Care Center

and

SEIU Healthcare - Minnesota

Effective

September 1, 2016

Through

August 31, 2019
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Agreement
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”) acting on behalf of certain employees of the said Employer, as defined, now employed and hereinafter to be employed and collectively designated as the “employees”.

Article 1
Recognition

(A) 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, and/or laundry departments in the following nursing home and rehabilitation at Texas Terrace Care Center.

(B) Non Discrimination

No worker covered by this agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall unlawfully discriminate for or against any worker or applicant covered by this Agreement on account of race, color, religious creed, national origin, lawful political affiliation, physical disability (as defined in the Americans with Disabilities act, as amended), sexual orientation, gender, age, marital status, veteran’s status (as defined by USERRA) or any protected class protected by law.

Wherever the masculine provision is used in this Agreement, it is understood that it applies to the feminine as well.

(C) 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 Agreement. 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 Agreement.

Proposed copies of new reasonable work rules, policies or changes in existing work rules shall be sent to the Union and posted at least one (1) full workweek (Monday – Friday) prior to implementation.
(D) 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 premises of the Employer for ascertaining that the provisions of this Agreement are being observed, and/or conferring with employees covered by this Agreement during their non-work time and in break areas. Such visits will not interfere with the operation of the nursing home or the performance of employees’ duties, and the Union representative shall inform the Administrator or Director of Nursing Services and the Director Manager from HCS, of his/her visit prior to entering the nursing homes premises, by providing the Employer at least twenty-four (24) hour notice of any visit. Access to the facility during all working hours for the above stated reasons will not be unreasonably denied.
e. Steward Leave:

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 two (2) weeks in advance thereof. The Steward must, upon returning from the leave, present the Supervisor with written evidence from the Union that the Steward has used the leave for the purpose for which the leave was intended. There will be a limit of five (5) stewards at each facility for training annually. Such leave time will not be compensated by the Employer.

Article 2
Union Security

(A) This Collective Bargaining Agreement provides that the Union is the sole representative for the classifications of work for which the Employee is hired as provided for in Article 1 - Recognition. After completion of ninety (90) calendar days of employment, this Collective Bargaining Agreement provides the Employee with the following two choices:

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

(B) 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 dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Employees covered by this Agreement who elect not to become Union members shall pay to the Union an enrollment fee in an amount equal to the standard initiation fee paid by Employees who become Union members and service fees equal to the standard dues paid by Union members. This payment in no event shall exceed the regular Union dues paid by Union members working an equivalent number of hours.
The fee required by paragraph one shall be due and payable upon the ninety-first (91st) day of employment and must be paid within ten (10) days thereafter. Payments required by paragraph two are due and payable the first (1st) day of the month following the completion of ninety (90) days of employment and shall be paid by the tenth (10th) day of each month.

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

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

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

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.

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.

(C) 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.
Employee Lists - Each month, the Employer will send the Union a list with the following information:

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

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

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

- Employees on Leave of Absence: name, date leave begins, date of return.

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

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

(D) Dues Deduction

Voluntary Check-Off – The Employer agrees to deduct Union dues and initiation fees or service fees and enrollment fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization which is irrevocable for a period of one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made by the Employer from the wages of the employees during each calendar month and shall be transmitted to the Union by the tenth (10th) of the following month. The Union shall submit a list of the employees from whose pay dues deductions shall be made not later than two (2) weeks prior to the first of each month. The Union shall hold the Employer harmless from any dispute with an employee concerning the deductions made.

In the event that no wages or insufficient wages are due the employee, the deduction will be made from the first wages of adequate amount next due the employee and will be forwarded to the Union.

The Employer will furnish the Union with a list of employees for whom deductions are made.

SEIU Healthcare Minnesota may be moving to a percentage dues system which is based on each member's gross pay under the Collective Bargaining Agreement and there will continue to be
minimum and maximum monthly dues, therefore be it resolved that it is in the interest of both
to provide the following additional information:

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

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

Additionally, the Employer agrees to meet with the Union before the expiration of the current
Collective Bargaining Agreement to explore processing dues and reporting of hours
electronically.

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 3
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 4
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 5
Labor-Management Meetings

The parties are in agreement that full cooperation and understanding between the parties and
a harmonious relationship will promote efficient performance which is in the interest of both
the employees and the Employer.

To this end, it is recognized that matters other than formal grievances may arise which may be
appropriate to discuss in a “Labor Management Meeting.”

There will be equal number of participants from Management and the Union on the
Labor/Management Committee.

Meetings will be held when the occasion arises for the discussion, and/or resolution of
reasonable and appropriate subjects, with the Employer’s representatives and the Union’s
representatives in attendance. There shall be a written agenda for the meeting.

Article 6
Probationary Period

6.1 The first ninety (90) days of employment of any new employee, rehired employee or an
employee who transfers into a bargaining unit position, shall have a probationary period,
during which time the employment of such employee may be terminated with or without
cause. The Employer shall have the right to extend an employee’s probationary period by thirty
(30) calendar days. Such extension must be presented to the employee in writing and a copy
sent to the Union. Once an employee completes their probationary period their seniority will
revert to their date of hire.

Probationary employees may be terminated during their probationary period at the discretion
of the Employer without recourse to the Grievance and Arbitration Procedure.
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, unless the employee is okay with less, with Employer approval.

Article 7
Corrective Action and Discharge

(A) Just Cause
The Employer shall not discipline, discharge or suspend an employee without just cause.

(B) Notice of Corrective Action and Discharge: A copy of any discipline shall be given to the employee with a copy provided to the Union. Request for Union representation shall be granted promptly so as not to delay corrective action or investigation.

(C) Suspension – Time Limits
Disciplinary suspensions shall not exceed seven (7) working days.

(D) 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.

Article 8
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.

Any grievance based upon the suspension or discharge of an employee shall be referred directly to Step 2.
(B) Grievance and Arbitration Procedure:

Pre-Grievance:

It is mutually understood and agreed that nothing herein will prevent an employee from discussing a potential grievance with his/her superior or other representative of Management at any time, with or without his/her Union stewards, prior to initiating a formal grievance. Failure to present a grievance within ten (10) business days of the date the Union or employee became aware of the occurrence shall nullify the grievance.

Step 1:

The written grievance must be presented to the Department Head (or designee) within ten (10) business days from the date of the event giving rise to the concern or the date the event became known or should have been known, (except that as to grievances over wages, hours, vacations and days off, such notice shall be timely if given within thirty (30) days after the regular pay day for the period in which the alleged violation occurred.)

The grievant, steward and/or Business Representative and the Department Head will meet in an attempt to resolve the grievance.

The Department Head, (or designee,) will respond within ten (10) business days of the Step I meeting, to the grievant, Union Steward and/ or Union Representative, unless the Employer making a reasonable effort to research the issue notifies the Union and the parties agree to an extension of time limits. The Step 1 response will settle the matter unless appealed to Step 2.

Step 2:

If the grievance is not settled at Step 1 the written grievance must be submitted to district Manager/ Designee within ten (10) working 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 ten (10) 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 ten (10) days after receiving such grievance.

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

Article 9
Mediation/Arbitration

(A) Mediation Procedure.

The time limits in this Section may be extended by mutual agreement to enlist the services of the Federal Mediation and Conciliation Service (FMCS). Any settlement reached as a result of the FMCS process is not final and binding unless mutually agreed to by the parties.

(B) Arbitration Procedure.

If a grievance is not settled under the Grievance Article, either the Union may refer the grievance to arbitration within 30 business days of the Employer’s decision at Step 2 or the end of the process of Mediation, whichever is the latter. The Unions request for arbitration must be filed with FMCS in writing requesting a panel of seven (7) arbitrators for priority selection by the parties, by the thirty (30) business days after the Employer’s answer to the last step in the grievance procedure has served on the Union, or the grievance will be deemed to have been revolved on the basis of the Employer’s last answer and will not be arbitral. The parties shall select the Arbitrator by alternately deleting one name until six (6) names have been eliminated and the one person whose name remains shall be the elected Arbitrator; the parties shall flip a coin to determine who strikes first. It is understood and agreed that a decision of the Union not to exercise its right to request arbitration shall be final and finding upon the members of the bargaining unit, and further that the Union, through its Union representatives, and grievant has authority to settle any grievance at any step.

The Arbitrator may consider and decide only the particular grievance presented to him in a written stipulation by the Employer and the Union, and his decision shall be based solely upon all interpretation of the provisions of this Agreement. The award of the arbitrator so appointed shall be final and binding upon the parties. The Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify or change the terms and conditions of this Agreement. Only one grievance shall be submitted to the Arbitrator at a time, unless the parties mutually agree otherwise.

The cost of arbitration, which shall include the fees and expenses of the Arbitrator, and shall be borne equally by the parties. Each party shall pay any fees of its own representatives and witnesses for time lost.
Time limits are of the essence as to all time lines set forth herein, unless mutually agreed otherwise in writing between the parties.

Article 10
Hours of Work

(A) Scheduling

1) The normal workday shall consist of seven and one-fourth (7-¼) work hours within seven and three-fourths (7 3/4) hours, the PM shift is a six (6) hour worked within six and one-half (6 ½) worked 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.

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.

2.) There shall be twelve (12) hours between shifts, unless mutually agreed to between the employee and Employer.

3.) The work week will be Sunday through Saturday.

4.) It is the responsibility of the employee to notify the employee's department head or Account Manager of the employee’s inability to work an assigned shift and the reason therefor. Such notice shall be given at least one(1) day in advance of the shift, or as soon as reasonably possible. Employees calling in sick should provide a minimum of one (1) hour notice for the shift they are calling about.

(B) 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.

Workweek schedules shall be furnished to the Union as often as quarterly, upon request. Any proposed workweek schedules shall be in conformity with this Agreement and shall be furnished quarterly to the Union upon their request,
(C) 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 seven and one-half (7-1/2) hours of work per day or in excess of seventy-five (75) hours of work in a pay period. 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.

4. Overtime work shall be spread as equally as practical among employees doing the same kind of work.

(D) No Split Shifts

There shall be no split shifts unless mutually agreed upon by the Employer and the employee, in writing.

(E) No Time Off in Lieu of Overtime

Employees shall not be required to take time off in lieu of overtime pay. Overtime shall be distributed as equally as possible among employees. There shall be no pyramiding of overtime. The Employer may mandate only for unexpected emergency situations.

(F) Seniority Preference

In the establishment of work week schedules and shift assignments, the Employer shall give preference to employees in accordance with seniority as far as reasonably practicable and consistent with proper management of the facility. This section is not intended to give "bumping rights" for any employee covered by this agreement, except in rebid situations.

(G) 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 works 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, and depending on the availability of work. Casual employees are included in the bargaining unit and are subject to the Union Security clause. Casual employee’s, must work a minimum of fifteen (15) hours averaged over 6 consecutive pay-periods.

Temporary Employee: A temporary employee is one who is hired as a replacement for a regular employee on an approved leave of absence not to exceed the period of the leave. Temporary employees are not covered by this Agreement.

(H) Relief Periods

All employees shall be allowed, without a reduction in pay, one (1) fifteen (15) minute rest period for each three and three and one-half (3 ½) 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.

(I) 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.

(J) 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 at straight time, then the Employer shall offer overtime by seniority. In the event the shift remains open the Employer may then offer the hours to a non-bargaining unit employee (either within or outside the facility).

Employees who agree to work additional hours shall work the floor/unit where the hours are open, unless circumstances with certain skill sets are require otherwise.
(K) Twelve Hours between Shifts

No employee shall be scheduled to work without a minimum of twelve (12) hours between scheduled shifts, unless mutually agreed on, 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.

(L) 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.

(M) 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 shall 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.

(N) Trades:

A trade must be submitted in writing and authorized in writing, before the traded shift would occur. Trades are limited to two (2) trades per month. Employees may request two (2) shifts off per month prior to the schedule being completed. If approved, the change will be reflected on the schedule. If an employee chooses, he/she may take vacation time or take time without pay.

Article 11
Holidays

11.1 Recognized Holidays

Employees shall be paid at the premium rate of time and one-half (1½) for work performed on the following holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day. Christmas Day holiday pay shall be figured as follows:

11.2 Holidays

All holidays shall commence with the third/night shift on the eve of the holiday and end at the conclusion of the second/pm shift on the holiday.

11.3 Overtime on a Holiday:
Employees shall be paid at the rate of two (2) times their base rate, which includes holiday pay, for all hours worked in excess of 7.5 hours on a holiday.

11.4 Seniority Preference

Employees shall continue to rotate Holidays.

11.5 Rate of Pay

Full-time and Part-time employees who do not work on the designated holidays shall be able to use PTO or take the day unpaid. Probationary employees shall not be eligible for holiday pay, unless they work the holiday.

11.6 Personal Holiday

ALL employees shall receive one (1) personal day on their first (1st) year anniversary and every year thereafter. The personal day is to be taken during the calendar year on a day to be mutually agreed upon in advance with minimum two (2) hours notice between the individual employee and the Employer.

11.7 Absence

Employees who are absent on the regularly scheduled work day prior to, after and including the holiday, if scheduled, shall not be eligible for holiday pay unless such employee works on the holiday, if excused by his/her Supervisor, or is absent for reasons that are FMLA related illness or funeral leave.

ARTICLE 12

PTO

(A) Employee's shall start earning PTO after they have completed probation. Employees may use PTO has they earn PTO.

<table>
<thead>
<tr>
<th>Years of service</th>
<th>Accrual Formula</th>
<th>Maximum hours each year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>1 hr PTO per every 14.5 hrs paid</td>
<td>110 hours</td>
</tr>
<tr>
<td>Year 2</td>
<td>1 hr PTO per every 13.5 hrs paid</td>
<td>157 hours</td>
</tr>
<tr>
<td>Year 3-7</td>
<td>1 hr PTO per every</td>
<td>182 hours</td>
</tr>
</tbody>
</table>
(B) Vacation Period – Seniority – Payments

Employees wanting to take two (2) or more weeks of vacation shall submit a written request at least a thirty (30) calendar days prior to the time they want off. The Employer shall not unreasonably deny the request.

Employees wanting to take one (1) week of vacation shall submit a written request at least 14 calendar days prior to the time they want off. The Employer shall not unreasonably deny the request.

Employee’s, who would like some time last minute time off, shall give the Employer a minimum of 1 day notice, not to be unreasonably denied. If more than one request comes in on the same day and the Employer is unable to get all employees off, the employee with the most seniority shall receive the time off.

An availability list shall be posted monthly for employees who would like to be called and offered extra hours, both straight time and overtime. If no bargaining unit employees accept the hours, the Employer shall staff those available hours with non-union employees.

Every effort will be made to grant vacations at the time requested. The Employer shall make every reasonable effort to let a minimum of one employee per shift off on vacation at a time. The company will post the vacation schedule and keep it updated as to who is taking vacation and the dates. Vacation may be taken thru out the year. Employees may use all of their PTO consecutively.

Employees may carry over up to two (2) weeks of PTO.

An employee may take time off utilizing PTO or not, subject to the approval process above.

Vacation pay shall be paid employees before leaving for their vacations upon written request made to the administrator twenty four hours in advance of the pay period closing date, and shall be put on a separate check, if requested.

Employees may cash out PTO time at any time during the year with a 30 day notice before pay period closing date and shall be on a separate check, if requested. The Employer will cash out a total (of the entire bargaining group) of 80 hours per pay period. If there are more than one employee wanting a cash out in a pay period and the total exceeds 80 hours, the Employer will start with the most senior employee and work down.

<table>
<thead>
<tr>
<th>Year 8-9</th>
<th>1 hr PTO per every 9.5 hrs paid</th>
<th>222 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 10</td>
<td>1 hr PTO per every 9.14 hrs paid</td>
<td>230 hours</td>
</tr>
</tbody>
</table>
(C) Terminations – Paid Accruals

Employees who earned PTO and who quit, or are otherwise terminated, shall be given pay in lieu of PTO time so earned. Employees terminated for just cause may forfeit full amount of PTO. Such forfeiture of PTO may be subject to the grievance process to determine the merits of just cause applied in individual determinations. In general, just cause in such cases shall be determined by the disciplinary actions and grievance findings applied to terminate the employee.

Article 13
Leave of Absences

(A) 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). 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.

(B) Maternity Leave

In the event of pregnancy, an employee may commence either a pregnancy leave without pay prior to the onset of disability occasioned by childbirth, or the employee may continue working until the onset of disability and thereafter commence a disability leave with pay if sick leave benefits have been earned. Sick leave benefits will be paid at the same rate as scheduled at the time of disability.

When an employee chooses to commence a pregnancy leave, the employee shall submit a written request to the Employer at least one (1) month prior to the beginning of the requested leave. The request shall provide notice of the expected date of the delivery as determined by the employee’s attending physician. The pregnancy leave shall remain in effect from the date of commencement through the period of childbirth and recovery. The normal period of recovery shall be six (6) weeks following delivery unless the employee’s attending physician certifies that the employee is unable to return to work.

If an employee chooses to continue working until the onset of disability occasioned by pregnancy and childbirth, the employee shall notify the Employer in writing at least three (3)
months prior to the expected delivery date as determined by the employee's attending physician. The employee may use accumulated sick leave through the period of pregnancy related disabilities, childbirth, and recovery. Any disability commencing before or beyond six (6) weeks after delivery must be certified by the employee's attending physician.

Leave of absence without pay will be granted to employees for the purpose of providing parental care to their newborn or newly adopted child or children up to preschool age, (or older if mutually agreed between employee and Employer).

An employee may take a child care leave without pay for up to one (1) year by notifying the Employer in writing stating the beginning date and length of leave. Except in the event of an emergency, a request for childcare leave shall be submitted at least three (3) months prior to the effective beginning date. If an employee previously initiates a pregnancy leave or disability leave, the employee shall notify the Employer of his/her intent to take a child care leave at the time of notice of pregnancy leave of disability or anytime thereafter, but in no event later than three (3) months prior to the commencement of the child care leave.

An employee who returns from pregnancy and/or childcare leave within the provisions of this section shall:

1. Be returned to his/her previous classification, salary level and shift.

2. Retain all seniority, salary, and benefit status accrued prior to taking the leave.

A childcare leave shall not be included as working time in determining longevity benefits. An employee will continue to earn longevity benefits as long as the employee is receiving sick leave benefits.

(C) Jury Duty Leave

When an employee is summoned for jury duty, the employee must contact his or her supervisor immediately, but in no event less than 14 days prior to date on which the employee is required to report.

Full-time and part-time employees are eligible for up to 15 days of jury duty pay for scheduled time missed. Compensation will be limited to the difference between the employee’s regular straight-time pay and any jury duty pay the employee has received. When an employee is released from jury duty and all or part of the employee’s scheduled work shift remains, the employee must contact his/her supervisor to determine whether it is necessary to report to work. In no case will an employee be required to serve on jury duty and work a combined total of more than the employees regularly scheduled work week.

(D) Bereavement Leave

20
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 of death thru the day of burial, unless other days are otherwise mutually agreed between the employee and the Employer. Requests for time off will not be unreasonable 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, step-child, brother, sister, grandparents, and grandchildren. In unusual circumstances, the employee may request other arrangements at management’s discretion not to be unreasonably denied.

Bereavement leave will be granted for one (1) day for brother-in-law, sister-in-law, aunt, uncle, and step-brother/sister.

(E) Parenting Leave: To care for the serious health condition of the employee’s spouse, child, or parent (not including in-laws).

(F) Family Medical Leave: The Employer shall comply with all Laws regarding family medical leave to care for the serious health condition of the employee’s spouse, child or parent (not including in-laws).

(G) Military Caregiver Leave: To care for an employee’s spouse, son, daughter, parent or next of kin who is a current member of the National Guard or Reserves and who incurs a serious injury or illness in the line of duty which may render the service member unit to perform current military duties for which the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retirement list.

(H) Military Exigency Leave: To attend to various short-term matters requiring an employee’s attention when an employee’s spouse, son, daughter, or parent has been called to active duty or is on a Federal call to active duty, generally as a member of the reserve components of the U.S. military. Qualifying exigencies include matters such as childcare and a child’s school activities, financial or legal arrangements, attending certain counseling sessions, short periods of rest and recuperation leave from active deployment, attending certain military events such as post-deployment reintegration briefing, and any matters arising out of a short-term deployment (i.e. a deployment for which an employee’s spouse, son, daughter, or parent receives 7 or fewer calendar day of notice of the deployment).

(I) Time Off for Union Business
One (1) Union member, if requested, may be granted a Union leave up to two (2) months per contract year. Benefits shall not accrue during said leave. An employee on a Union leave shall be entitled to return to his/her former position and schedule.

(J) Seniority during Leaves of Absence
There shall be no break in seniority during the period of a leave of absence.

(K) In addition to the above unpaid leaves of absences set forth above, the Employer shall comply with any applicable State of Minnesota law allowing for a greater benefit regarding unpaid leaves of absence.

(L) 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. Employees on such leaves of absence shall have the effective date of their seniority changed in accordance with the length of such leaves of absence.

Article 14
Wages

(A) New Hires:
Employee hired on or after the ratification date shall receive a start rate of $9.80 per hour. For new hires with prior experience, the employee shall receive credit for each year at $.10 per year up to 7 years minus 1 year. Experience credit will be applied following written documentation of similar work in a nursing home, hospital or assisted living facility.

(B) Current employees:
Employees (on the active payroll as of the date of ratification) shall receive the minimum rate, or the across the board increase of one point five (1.5%) percent, whichever is greater, in the first full pay period following the dates listed below:

March 1, 2017
March 1, 2018
March 1, 2019
Employer may implement, modify or eliminate incentives to hire new employees, encourage safe working practices, or for any other business reason with notification to the union. The Union shall have the right to grieve unfair or discriminatory application of any such program.

(C) Evening Shift Premium

A shift differential of $0.25 per compensated hour will be paid to the second shift, which would start at 2pm or later. Day shift employees who are asked to come in early or stay late will be eligible for those hours beyond their regular eight-hour shift.

By mutual agreement, employees may be assigned Special Projects (such as floor care). The differential shall be one ($1.00) dollar per hour for all such assigned hours. The evening shift premium shall not be applied to Special Projects.

(D) No Shift Rotation

There shall be no rotation of shifts, (days, p.m., night shifts) unless mutually agreed upon.

(E) Lead Pay

An employee in a lead role will receive an additional seventy-five cents ($.75) per hour for all hours worked. Lead role shifts to be determined by the Employer, with a start and stop date and notice to the Union.

(F) Pay Days/Employer Computations

Definite pay days shall be established on a regular two-week period. An employee shall be permitted to know on what basis his or her pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of the total take-home pay, if requested. Five (5) working days shall be allowed the Employer to make up and distribute the payroll.

Any Employer error in paycheck calculation, including sick pay, which affects an employee's paycheck to the extent of seven and one-half (7.5) or more per pay period, will be corrected within ninety-six (96) hours of notification to the Employer of such error.

(G) 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.

(H) 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.

(I) Pick-up Bonus

Any employee who picks up an extra shift beginning with evenings on Friday, through nights on Sunday is eligible for a $.50 per hour bonus as long as they do not call in during that same pay period. This bonus will not be paid when employees trade days.

(J) Preceptor

When an employee works in a Preceptor role for training, that employee shall receive fifty cents ($.50) per hour for all hours training.

Article 15
Seniority

(A) Seniority

Seniority shall be defined as the employee’s length of continuous service with the Employer in the bargaining unit commencing with the date and hour on which the employee first began work in a bargaining unit position.

A worker shall lose accumulated seniority and seniority shall be broken for any of the following reasons:

1. Voluntary quit;
2. Discharge;
3. Failure to report to work after a layoff, within three (3) days after receipt of written notice of recall sent by the Employer to the worker at his/her last address of record on file with the Employer or ten (10) days after written notice of recall is sent to the address that was last provided by the worker;
4. Layoff which either extends (a) in excess of 12 consecutive months or (b) for the period of the workers length of service, whichever is less;
5. Unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement;
6. Taking employment elsewhere during the period of a contractual leave of absence without the express consent of the Employer.

A worker whose seniority is lost for any of the reasons outlines above hall be considered as a new employee if the Employer again employs him or her. The failure of the Employer to rehire said worker after the loss of seniority shall not be subject to the grievance and arbitration provisions of this Agreement.

There shall be one seniority list that includes Housekeeping, Laundry and dual classifications.

(B) Seniority List

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.

(C) Lay-Off/Recall

In reducing the number of employees the Employer will determine the number of positions to be reduced within a classification. Subject to the preceding sentence, layoffs shall be made in reverse order of seniority by classification. Employees shall be given fourteen (14) days' notice of layoff or pay in lieu thereof.

In the event of a layoff within a job classification, probationary employees and temporary employees within that job classification shall be laid off first.

Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for a period of one (1) year or for length of service. Probationary employees who have been laid off shall have no recall privileges.

(D) Reduction Other Than Layoff

In the event the Employer determines a need to reduce the number of employees scheduled on a particular unit and/or shift because of changes in staffing needs, the following procedure will be utilized on a temporary basis:
a. The Employer will ask for volunteers on a seniority basis to take voluntary absent days or reduced hours by contacting those employees who have indicated a willingness or interest in taking absent days and/or reduced hours. TA 7.18

b. If the necessary reductions are not accomplished by the use of volunteers, involuntary absent days and/or reduced hours will be assigned in the order of reverse seniority on a rotating basis, where qualifications to perform the available work are equal.

If there are no volunteers, the following procedure shall occur:

1. Employees picking up an additional shift.
2. Then casual employees,
3. Then regular scheduled employees by reverse order of seniority, on a rotating basis

b. If such reductions become excessive, the parties agree to meet and discuss the situation further to determine whether layoffs or other actions may be appropriate to take.

(E) Job Posting

Notice of all vacancies or new positions stating the requirement for the job, and shift shall be posted by the Employer for at least five (5) days before being filled. Employees may apply for the vacancy by written application and be granted before any outside applications are considered. In the event more than one qualified employee applies for the same position, seniority shall be the determining factor.

Article 16
Health Insurance Benefits

(A) Health Plan

The Employer will offer Healthcare Services Group’s Health Insurance Plan to all employees who are regularly scheduled to work sixty (60) hours or more per pay period and who have completed their probationary period. Both plans are to provide $5,000 in life insurance if Employees converting previous health insurance coverage under the Collective Bargaining Agreement will have no exclusions for pre-existing conditions during the first open enrollment period subsequent to implementation of the Agreement. The specific details of the Plans, as well as the Plans themselves, are subject to change at the Employer’s discretion, including the amount paid for coverage of such Plans. New employees or newly qualified employees shall be eligible for medical insurance coverage the first month following three (3) months of employment or following three (3) months of becoming eligible for coverage.
The Employer shall post open enrollment dates.

(B) Employer Contribution

The above notwithstanding, the Employer shall contribute no less than sixty-five percent (65%) of the cost of all levels of coverage for whichever plan the employee chooses.

(C) Dental Insurance

Dental and Vision insurance shall be made available to full-time and part-time employees in the same manner as offered to the Employer’s non-union employees in comparable classifications in Minnesota facilities. The employee is responsible for 100% of the total monthly premium for both dental and vision coverage.

(D) Flexible Benefit Plan:

The Employer shall offer the Flexible Benefit Plan to eligible employees in the same manner as offered to the Employer’s non-union employees in comparable classifications in Minnesota facilities. Omit not applicable

(E) 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 17
Working Conditions

(A) 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.

(B) Break Rooms

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

(C) 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.

**Article 18**

**Successorship**

Notice of Sale: In the event the nursing home covered by this Agreement is to be sold, assigned, leased or transferred, the Employer will notify the Union as soon as reasonable practicable under the circumstances of the name and address of the new owner, assignee, lease or transferee, and meet with the Union to bargain over the effects of the transaction and the employees covered by this Agreement.

**Article 19**

**Miscellaneous**

The Employer shall reasonably attempt to make such in-service programs available during each shift. Employees who must attend in-services other than during their normal working hours will be paid straight time or time and a half, as appropriate.

The Employer will pay the cost of replacement of glasses, teeth, etc. if broken or damaged by a resident and if witnessed and properly documented. The Employer shall approve appropriate cost estimates for replacement or repair.

**Article 20**

**Savings and Separability**

In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

**Article 21**

**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) pieces and part-time employees shall receive four (4) pieces per calendar year. New hires shall receive a pro-rati0n of the above for the remainder of the calendar year. Shoes
are provided by the employee and must either be black, brown or white, at the employee’s option (except nursing department must wear white), have a non-slip type sole, and have a closed toe. 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 22
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 23
No Strike/No Lockout

There shall be no strikes, walkouts, slowdown, sit-downs 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 arbitration provisions of this Agreement.

Article 24
Lobby Day
The Employer will pay for a regularly scheduled shift of lost time for one (1) bargaining unit member (to be chosen by the Union), 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**

**Heading**

It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.
Article 26
Duration

Except as otherwise provided, this Agreement shall be effective from September 1, 2016 through and including August 31, 2019. This Agreement shall remain in full force and effect from year to year thereafter unless either party shall notify the other party in writing at least ninety (90) days prior to August 31, 2019 or August 31st of any year thereafter of its intention to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

[Signature]
Healthcare Services, Inc

[Signature]
SEIU Healthcare MN

3/24/17
Date

3/17/17
Date

SH:SDC/opeiu#12