Collective Bargaining Agreement

Between

Villa Healthcare at St. Louis Park, LLC
(Nurses' Unit)

And

SEIU Healthcare Minnesota

Effective:

March 1, 2017

Through

February 28, 2018
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PREAMBLE

This Collective Bargaining Agreement ("Agreement") is effective at 12:00 a.m. on October 1, 2015 by and between the Villa Healthcare at St. Louis Park, LLC ("Employer") and the SEIU Healthcare Minnesota ("Union").

ARTICLE I – RECOGNITION

1.1. The Employer has recognized the Union as the exclusive bargaining representative of all full-time and regularly scheduled part-time Employees who regularly work for the Employer in the following classifications ("Employees") at the Villa at St. Louis Park ("Facility"): 

1.2. INCLUDED: All full-time and regular part-time non-supervisory Registered Nurses, and Licensed Practical Nurses employed by the Employer.

1.3. EXCLUDED: Administrator, Department Heads, all professional employees, office clerical employees, activities aides, service and maintenance employees, temporary or on-call employees, guards, and supervisors as defined by the Labor Management Relations Act; of 1947, as amended.

ARTICLE II – CLASSIFICATION OF EMPLOYEES

2.1. Employees shall be classified as follows: Full-time employees are those Employees who are regularly scheduled to work thirty (30) or more hours per week. Regular part-time employees are those Employees who are regularly scheduled to work less than thirty (30) hours per week. Employees who are not regularly scheduled are "on-call" employees.

ARTICLE III – BARGAINING UNIT

New, Modified, or Disputed Classification

3.1. In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion in the bargaining unit of any current, new or modified job classification not specified in the "WAGE RATES" Article (Article XXIII) of this Agreement, the issue shall be submitted to the National Labor Relations Board ("NLRB") for determination. Upon inclusion, by agreement between the Employer and Union, or by final order of the NLRB, of a new or modified job classification within the bargaining unit for which the Employer has recognized the Union as exclusive representative, the wage rate of such classification shall be negotiated by the Employer and the Union and the rate agreed upon shall become a part of this Agreement classification.
ARTICLE IV – NO DISCRIMINATION

Equal Employment Opportunity and Prohibition of Discrimination

4.1. The Employer agrees not to discriminate against any applicant or Employee with respect to his/her hiring, tenure or conditions of employment, nor will they limit, segregate or classify Employees in any way to deprive any individual Employee of employment opportunities because of such individual's race, color, creed, religion, age, sex or national origin, disability, disability related to pregnancy, marital status, sexual orientation, protected genetic information, status with respect to public assistance, harassment on the basis of sex, race, or any other protected characteristic or any other characteristic protected under any other federal, state or local statute, administrative regulation, or ordinance.

4.2. There shall be no discrimination on the part of either the Employer or the Union in favor of or against any Employee because of his/her membership in the Union or because of his/her acting as an officer or in any other capacity on behalf of the Union.

ARTICLE V – MANAGEMENT RIGHTS

5.1. Except as specifically limited by the written provisions of this Agreement, the Employer retains the exclusive right to manage all aspects of the Facility, to direct control, and schedule its operations and work force and to make any and all decisions affecting Employees and/or the Facility, whether or not specifically mentioned below. Such prerogatives, authority, and functions shall include but are not limited to the sole exclusive rights to:

1. Hire, promote, demote, layoff, assign, transfer, discipline, suspend, discharge for just cause.

2. Select and determine the number of Employees, including the number assigned to any shift, department, classification, unit, or location or in the Employer's Facility.

3. Increase or decrease the number of Employees working in any shift, unit, department, or schedule, or extend/reduce individual or multiple Employees' shift duration.

4. Direct and schedule the work force including establishing and changing shift/classification durations, starting, ending, break times, and or extend/reduce individual or multiple Employees' shift duration, reduce hours within a unit, classification, or department.

5. Determine the location and type of the Facility's residents, services, and operations.

6. Add, modify, discontinue, or remove services, units, equipment, materials, or supplies.
7. Determine the methods, procedures, equipment, supplies, and operations to be utilized by Employees while working.

8. Establish, increase, or decrease the number of work shifts and their starting and/or ending times, and to establish shift lengths, and to lengthen or shorten shifts.

9. Promulgate, post and enforce reasonable rules, regulations, standards, policies, forms, and procedures regarding attendance, conduct, performance, and acts of Employees during work hours.

10. Select, assign, and direct supervisory Employees.

11. Make all decisions regarding the training of Employees.

12. Introduce new and improved methods of operations.

13. Establish, change, combine, and determine job content, qualifications, and licensure.

14. Develop, distribute, and enforce Employee handbooks and Employee-related policies, procedures, forms, and standards, including standards for attendance, conduct, performance resident care.

15. Make any and all other staffing, scheduling, assignment, operational, or other determinations or adjustments the Employer deems necessary in light of the Employer's resident census, case mix, availability of staff, workforce skill levels, weather, or any other financial, regulatory, resident care, qualitative, or other objective or consideration.

16. Implement and enforce applicant and Employee drug and alcohol testing policies, procedures, and standards to the extent permitted by applicable law.

17. Supplement the Employer's Employee workforce through the use of contract service providers, independent contractors, contract labor, or workers provided by sources of qualified staff, including nursing pools, registries, and all other sources of qualified staff.

ARTICLE VI – SUBCONTRACTING

6.1. The Employer and the Union agree that the Employer shall not contract out any bargaining unit work that would result in the permanent lay-off of bargaining unit Employees without first notifying the Union of such; and second, making a reasonable effort to meet with representatives of the Union to confer and look at possible alternatives to such subcontracting.
ARTICLE VII – PROBATIONARY PERIOD

7.1. Employees shall be probationary Employees for the first ninety (90) calendar days of employment from their most recent date of hire and during such period, may be disciplined or terminated without cause and without said discipline or termination causing a breach of this Agreement, and may not be challenged through grievance pursuant to this Agreement.

7.2. The Employer may require a thirty (30) calendar day extension of an Employee's probationary period provided the notice is submitted in writing to the Employee and the Union no later than the end of the probationary period.

ARTICLE VIII – DISCIPLINE AND DISCHARGE

No Discipline or Discharge Without Cause

8.1. The Employer shall not discipline or discharge an Employee who has completed their probationary period (or any extension thereof) without just cause.

8.2. The Employer will provide the Union with copies of notices of disciplinary suspensions, or discharges of Post-Probationary employees.

ARTICLE IX – UNION SECURITY

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

1. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying an initiation fee and monthly dues.

2. Employees may choose not to become a Union member and pay a service fee and monthly fees. These employees shall not be able to attend membership meets or participate in contract negotiations.

At the time of employment, a new employee who shall be subject to this Agreement shall be informed of this by the Employer and the Union.

It is the Employee's responsibility and a condition of employment to ensure that payments to the Union are made on a timely basis. The Collective Bargaining Agreement provides that Employees may voluntarily elect to have Union Dues and fees deducted from their checks and sent to the Union.
All Employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life of this Agreement remain members of the Union in good standing as a condition of employment. "In good standing," for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee and standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Employees covered by this Agreement who elect not to become Union members shall pay the Union an enrollment fee in an amount equal to the standard initiation fee paid by Employees who become Union members and a monthly service fee equal to the standard monthly dues paid by Union members. This payment in no event shall exceed the regular monthly Union dues paid by Union members working an equivalent number of hours.

Payments required by this section shall be made only after an Employee has completed sixty (60) days of employment. The fee required by paragraph one shall be due and payable upon the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter. Monthly payments required by paragraph two are due and payable the first (1st) day of the month following the completion of sixty (60) days of employment.

Any Employee electing to pay the enrollment and service fee who is delinquent in making the payments required herein for more than thirty (30) days shall be terminated by the Employer. Termination shall occur within a reasonable time after Employer's receipt of a written demand for termination from the Union.

**Dues Deductions**

The Employer agrees to deduct Union dues or comparable enrollment and service fees for employees electing not to become Union members who voluntarily provide the Employer with a written authorization to make such deductions. The written authorization shall be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from the wages of employees in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union in the month following the actual withholding, together with a record of the amount, social security number, and name of those for whom such deductions have been made.

In the event that no wages are due the employee or that they are insufficient to cover the required deduction, the deduction for such month will nevertheless be made from the first wages of adequate amount next due the employee and will thereupon be transmitted to the Union.

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

The Union will also send copies to the Employer of the various warning notices sent to the member pursuant to its present practice.
If the employee does not remain in good standing, as defined above, the Employer shall terminate the employee.

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.

9.4. Employee Lists

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

9.1.2. Terminated Employees: name, termination date, classification, rate of pay, social security number.

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

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

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

9.1.6. Seniority List: one list of all employees in the bargaining unit by seniority with compensation hours and one list alphabetically to be sent in January and July, and posted in the employee break room.

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

Each pay period, the Employer will send to the Union, in a sortable electronic format (e.g. Xcel), a list with the following information: name, hire date, address, home and cell
phone number(s) if available and personal and work email addresses if available, classification, rate of pay, social security number and number of hours worked per pay period.

9.6. Upon written notification of the Union, the Employer will provide yearly wage updates for each employee in the bargaining unit including any additional information requested by the Union.

9.7. **Conscientious Objection**

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment; except that such employee shall be required in lieu of periodic dues and initiation fees or service fees to pay to a non-religious, non-labor organization charitable fund exempt from taxation under Section 501(c)(3) of Title 26, the sum equal to such dues and initiation fees or service fees at the same time requirements as applies to employees who join and become members of the Union, or who pay a service fee. Failure to abide by these time limits and furnishings proof thereof to the Union shall subject the employee to be terminated from employment. Evidence of payment shall be furnished by the employee.

9.8. **Indemnification**

If a dispute occurs between the Union and an employee over the deduction of dues or service charges or from any claims of an employee who is terminated for not remaining in good standing as defined above, the Union shall defend and indemnify the Employer for and against all claims and liability.

9.9. **SEIU Lobby Day**

The Employer agrees to replace one SEIU Healthcare Minnesota Member on the schedule and pay four (4) hours of lost time with a thirty (30) day notice to participate in a SEIU Healthcare Minnesota-sponsored Lobby Day to promote funding for nursing homes if the Lobby Day is on an Employee's regularly scheduled day to work. Verification of actual participation such as a certificate of attendance signed by the Union Business Representative is required for payment. The Member will be selected by the Business Representative.

**ARTICLE X – UNION REPRESENTATIVE ACCESS**

10.1. A Union representative shall be permitted to visit the Employer to ascertain that the provisions of this Agreement are being observed and to confer with bargaining unit Employees under the following criteria:

1. The Union shall notify the Employer as to which business representative is assigned to the Employer.
2. Such visits will be limited to three (3) times per month and will not exceed three (3) hours in duration. (Union attendance at Labor Management meetings shall not constitute a Union visit for purposes of this Article.)

3. The business representative will sign in at the main desk upon arrival, receive a badge for identification purposes, and sign out upon departure.

4. Such visit will be limited to the break room unless different arrangements are made between the Employer and the Union business representative.

5. Employees working with the business representative will do so on non-work time. Other meetings requiring the presence of the business representative, i.e., grievance meetings, labor/management, etc. will be arranged between the Employer and the business representative.

ARTICLE XI – BULLETIN BOARD

11.1. The Employer will allow the Union space to post notices of Union meetings, list of stewards, and other Union business in the Employer's break room. Under no circumstances shall such notices include inflammatory or derogatory comments. The Employer may remove postings which the Employer believes violate the above sentence.

ARTICLE XII – LABORMANAGEMENT MEETINGS

12.1. The Employer and the Union agree that during the life of this Agreement, individuals from both parties (the number to be mutually agreed upon) be designated in writing by each party to the other for the purpose of meeting on a mutually agreeable schedule and at mutually agreeable times and places so as to apprise the other of problems, concerns, suggestions, ideas, etc., related to the Facility, the workforce and resident services, all to promote better understanding with the other. All topics for such meetings shall be mutually agreed upon and shall not be for the purpose of initiating or continuing collective bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement, and such meeting shall be exclusive of the grievance and arbitration proceedings in this Agreement, as grievances shall not be considered proper subjects at such meetings.

ARTICLE XIII – GRIEVANCE AND ARBITRATION PROCEDURE

13.1. Should any differences or disputes arise over the interpretation of, application or compliance with the terms or provisions of this Agreement, there shall be an earnest effort on the part of both parties to resolve such differences ("grievance") promptly through the following steps. Employer grievances begin at Step 2 (below) by the Employer notifying
the Union's Representative, who shall be responsible for providing the responses required under this procedure.

13.2. **Step 1**

Employees shall immediately first informally discuss grievances with their immediate supervisor. A steward may accompany the aggrieved Employee, if he or she requests.

13.3. **Step 2**

If a grievance is not resolved in Step 1, it shall be reduced to writing on a mutually acceptable grievance form and must be submitted to the Employer's Administrator/Designee within fourteen (14) calendar days of the action or event which precipitated the grievance. Grievances regarding wage provisions of this Agreement shall be timely if submitted within thirty (30) calendar days after the regular pay day of the period in which the alleged violation occurred. Grievances relating to disciplinary actions or discharges shall be timely if submitted to the Employer within seven (7) calendar days of notice of the disciplinary action or discharge. The Employer's Administrator/Designee shall meet with the Union's Representative or Designee in an attempt to resolve the grievance within fourteen (14) calendar days of receipt of a written grievance. The Employer or Union shall have fifteen (15) calendar days after receipt of a written grievance, to respond in writing to the grievance.

13.4. **Step 3(Optional)**

If a grievance is not resolved at Step 2, the parties may participate in non-binding mediation of the unresolved grievance, with the assistance of the Federal Mediation and Conciliation Service ("FMCS"). The parties agree to work in good faith to complete FMCS mediation within thirty (30) days of their completion of Step 2 of the Grievance Procedure.

13.5. **Step 4**

If a grievance is not resolved at Step 2, either party may refer a grievance to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer's Administrator/Designee within ten (10) calendar days following the date of a Step 2 written response. 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. Each party shall have the right to reject one entire FMCS list, and to request FMCS issuance of a new list. The Employer and the Union shall each alternatively strike one (1) name, and the order of striking shall be determined by flip of coin. The remaining arbitrator, after each party has made three (3) strikes, shall hear and determine the dispute.

1. If an arbitration is conducted, the authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement.
The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue.

2. The parties will mutually encourage the arbitrator to issue his or her award, absent mutual agreement of the parties, within sixty (60) calendar days following the close of the record. The award of the arbitrator shall be final and binding upon the Employer, the Union and Employee(s) involved. The fees and expenses of the arbitration shall be divided equally between the Employer and the Union, provided however each party shall bear the expense of preparing and presenting its own case.

3. All the time limitations set forth herein shall be mandatory. A party's failure to comply with a time limitation for advancing a grievance shall result in dismissal of such grievance. A party's failure to respond to a grievance at any level shall be treated as a denial of the grievance. Any failure to satisfy said time limitations following a grievance and/or demanding arbitration shall result in the grievance being permanently barred, waived and forfeited, and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

4. The Employer's obligation to process grievances or to submit any disputes to arbitration under this Agreement shall end upon the expiration of this Agreement, except with respect to grievances which arose prior to expiration of this Agreement.

ARTICLE XIV – NO STRIKE, PROHIBITED CONDUCT, AND NO LOCKOUT

14.1. The Employer and the Union agree that because of the services of the Employer, that this Agreement prohibits strikes, slowdowns, lockouts or work stoppages ("Prohibited Conduct") during the life of this Agreement.

14.2. The prohibition against Prohibited Conduct and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance and arbitration provisions of this Agreement.

14.3. This Article shall not prohibit otherwise lawful Prohibited Conduct if the Employer and Union reach impasse during negotiations regarding a wage reopener, during the life of this Agreement.

ARTICLE XV – SENIORITY

Seniority of Employees Employed by Employer as of August 1, 2013

15.1. The seniority of Employees employed by the Employer as of August 1, 2013 will be based upon their most recent, prior date of hire by AVIV.
Seniority of Employees Hired by the Employer After August 1, 2013

15.2. Employees hired by the Employer after August, 1, 2013, and retained by the Employer after completion of their probationary period, will be credited with seniority as of their first day of employment with the Employer and their names will be added to the seniority list for their classification.

Basis of Seniority

15.3. Except as otherwise previously provided with respect to Employees previously employed by AVIV, seniority will, for wage and benefit purposes, be based on an Employee's most recent date of hire by the Employer. Seniority shall be by classification within each department based on an Employee's most recent date of hire within or transfer to that classification. There shall be separate seniority lists for each classification which shall include full-time and part-time Employees. Employees working in more than one classification shall accrue all their seniority in their Primary Classification. An Employee's "Primary Classification" shall be the classification in which the Employee is regularly scheduled to work the most hours. Primary Classification seniority shall control for all purposes (layoff, job bids, etc.), other than employee benefits and wage rates.

Seniority Lists

15.4. The Employer shall, on or before the thirtieth (30) 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. Such lists shall be updated every six (6) months.

Vacant Positions

15.5. All vacant positions, whether in existing or proposed new bargaining unit classifications, shall be posted at least seven (7) days before being permanently filled. The Employer may make interim assignments to vacant positions. Such notice shall state the job classification to be filled and if possible, the anticipated shift of work and hours of work per pay period and the qualifications for the position.

15.6. Job related qualifications, as determined by the Employer, may include but are not limited to, related experiences and licensure and/or registration. The Employee with what the Employer determines to be the requisite qualifications, with the most seniority in the classification with the vacant position shall be awarded the position. If no Employee within the classification bids on the position, the most senior qualified applicant outside the classification shall be awarded the position. The Employer may assign Employees to particular areas, residents, or tasks as necessary to satisfy regulatory/resident care objectives.
Transfers

15.7. Employees voluntarily transferring from one classification to another will accrue seniority, from the date of transfer to the new classification. Employees involuntarily transferred from one classification to another shall retain all previously accrued seniority.

Layoffs/Reductions/Recall

15.8. In reducing the number of Employees or making a reduction in hours, the Employer will determine the number of positions to be reduced within the Facility, Department, Unit, or classification. Subject to the preceding sentence, permanent layoffs shall be made in reverse order of seniority. Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for up to a maximum of twelve (12) months. The Employer will make a reasonable effort to give two (2) weeks' notice of impending permanent layoff to affected Employee(s). With respect to reduction in hours due to resident census fluctuations, case mix fluctuations, and other factors which cause the Employer to temporarily reduce staffing levels, the Employer may temporarily reduce hours by soliciting Employees to voluntarily reduce their hours, and/or by reducing the lengths of Employee(s') shifts.

15.9. Employee eligibility for various Employer benefit plans shall be determined by the eligibility requirements of each plan. Employees who move among classifications shall retain their dates of hire and/or total compensated hours for purposes of determining employee benefit plan eligibility and benefit accrual rates.

ARTICLE XVI - HOURS OF WORK AND OVERTIME

16.1. Nothing in this Agreement shall be construed as a guarantee or commitment by the Employer to any Employee of a minimum or maximum number of hours of work per work day, week, pay period, or year. This Agreement shall not create any limit on overtime. The Employer shall make overtime available to Employees in light of hours already worked during the pay period when the overtime needs to be worked, and in light of employees' seniority, resident care objectives, and employee relations considerations.

Pay Period

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

16.3. Limit on Consecutive Days

No employee shall work more than seven (7) consecutive days during a two week period, unless by mutual agreement between the Employer and employee, and such days off shall include at least two Sundays per Calendar Month.
Posting of Schedules

16.4. Schedules shall be posted a minimum of two (2) weeks in advance of Employees' scheduled work.

Filling Vacancies

16.5. In filling vacant positions, the Employer shall give preference to Employees by classification, by compensated hours, along with qualifications for the position who the Employer, in the exercise of its sole discretion, determines are most qualified for the position. If the Employer concludes that two or more candidates for a position are equally qualified, the Employer shall award the position to the Employee in accordance with seniority by classifications.

16.6. The Employer shall follow a process to offer open hours to employees by first offering them on a non-overtime basis by seniority within the classification, then on an overtime basis by seniority within the classification. All open shifts and hours shall be posted for a minimum of five (5) calendar days prior to the posting of the work schedule and no later than five (5) calendar days after the posting of the work schedule whereby employees may indicate availability for specific open shifts within their classification.

Overtime

16.7. Overtime pay shall be one and one-half (1.5%) percent times the regular rate of pay. All Employees shall be paid overtime pay for all hours worked over eight (8) hours in a 24 hour period or over eighty (80) hours in a fourteen (14) consecutive day period. Overtime payments shall not be pyramided. Employees shall not be required to take time off in lieu of overtime pay. Any overtime worked must be approved by the Employee's supervisor, or if in nursing, DON, ADON, building charge nurse or staffing coordinator, in that order. This overtime must be approved in advance by the Employee's supervisor, as defined above.

Split Shifts

16.8. There shall be no split shifts unless mutually agreeable between the employee and Employer.

Four Hour Guarantee

16.9. If a nurse reports for work and is sent home, the nurse shall receive a minimum of four (4) hours pay (including shift differential), so long as the nurse has not been notified at least two (2) hours prior to the beginning of the shift, not to report to work.
Mandating

16.10. There shall be no mandating of over-time or mandating of work after the schedule is posted for employees with more than fifteen (15) years of seniority. In addition, new hires shall not be mandated during their probationary period.

Before mandating, the employer shall endeavor to find volunteers by seniority or use outside agency staff to fill shifts which become available after the schedule is posted. Mandating shall be by least senior on a rotating basis, to be filled by employees working the shift prior to the need.

Use of Pool

16.11 When needed, the Employer may use outside pool or agency employees except as otherwise directed by this Agreement. When using such temporary workers, the temporary worker shall be assigned where needed. Regular staff shall not be reassigned to accommodate temporary staff except by mutual agreement.

ARTICLE XVII – HOLIDAYS

17.1. The following days shall be considered holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day.

One floating holiday for employees who have been employed at the facility fifteen (15) years or more, subject to the usual vacation request guidelines and shall be used within the calendar year. The floating holiday will not be carried over to the next calendar year.

17.2. For purposes of this policy, a holiday will be treated as beginning at 11 p.m. prior to the calendar day of the holiday and ending at 1059 on the calendar day of the holiday. For Example, an Employee scheduled to start work at 11:00 p.m. on December 24 will be treated as working on Christmas Day, but an Employee scheduled to start work at 11:00 p.m. on December 25 will not be treated as working on Christmas Day.

17.3. The Employer recognizes that there may be religious holidays (other than those already designated above) that Employees would like to observe. If an Employee wishes to observe such a holiday, then Employee must notify his/her immediate supervisor as soon as he/she knows the date of the holiday (preferably at the start of the calendar year) in order to be given time off to observe the holiday. Employee may elect to apply accrued vacation to the time off. Otherwise, the time off will be unpaid.

17.4. Part-time Employees will receive their regular rate of pay for hours worked on the holiday, plus holiday pay at their regular straight time rate of pay for the number of hours actually worked on the holiday.

17.5. In order to be eligible for holiday pay for hours not worked on a holiday, an Employee must have worked the regularly scheduled day before and regularly scheduled day after the
holiday, except in cases of excused absence or illness, where evidence of such illness satisfactory to the Employer is furnished by the Employee at the Employee's discretion.

17.6. Employees who are scheduled to work on a holiday but who do not work on a holiday shall not receive holiday pay, except in the case of excused absence or illness, where evidence of such illness satisfactory to the Employer is furnished by the Employee.

17.7. Employees shall not be rescheduled for the purpose of defeating the holiday pay provision of this Article unless agreed to in writing between the Employee and the Employer.

17.8. Employee shall alternate working holidays from year to year.

17.9. Employees scheduled to work a holiday shift on a normally scheduled day off shall be given the choice of scheduling an extra day off that pay period.

ARTICLE XVIII – REST PERIODS AND LUNCH PERIODS

18.1. All Employees shall be entitled to a fifteen (15) minute rest period for each four (4) consecutive hours worked. However, two (2) rest periods shall be provided whenever an Employee is required to work seven (7) or more hours in a workday. All lunch periods shall be on the Employee's own time and rest periods on the Employer's time. Rest periods and lunch periods for the individual Employees shall be scheduled by the Employer so as not to interfere with the operation of the Employer's Facility.

ARTICLE XIX – LEAVES OF ABSENCE

19.1. Family & Medical Leave Act (FMLA) Leave

Employees are eligible for FMLA leave if they:

19.1.1. Have worked for the Employer for at least twelve (12) months in the seven (7) years immediately preceding commencement of the leave;

19.1.2. Have worked at least 1,250 hours for the Employer during the twelve (12) calendar months immediately preceding commencement of the leave; and

An eligible employee may take up to 12 weeks of FMLA leave in any 12-month period for the following reasons:

19.1.3. The birth, adoption or foster care placement of a child;

19.1.4. A serious health condition of the employee that renders the employee unable to perform his or her job functions;

19.1.5. To care for a family member of the employee if that individual has a serious health condition; or
19.1.6. For any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on active duty status or notified of an impending call or order to active duty status in support of a contingency operation.

FMLA leave for birth and/or care or placement for adoption or foster care must conclude within 12 months of the birth or placement.

An eligible employee generally is entitled to a total of 12 work-weeks of FMLA leave during a rolling 12-month period. A rolling 12-month period for these purposes is measured backward from the date an employee uses any FMLA leave. The Employer's FMLA forms, policies, and procedures shall govern all aspects of FMLA leave, and other forms of leave available under State law. The Employer may, without notice or bargaining, revise any aspect of its FMLA or other leave forms, policies, or procedures, provided such revisions comply with applicable law.

19.2. Military Leave

19.2.1. Employees involved in reserve duty or who are participating in active duty for the U.S. military will be excused from work for the required periods of time. Such leave is unpaid.

19.2.2. Employees must send an email to Human Resources and provide to Human Resources a copy of employee's orders to report for duty at the time when leave is being requested.

19.2.3. Employees may at their election, substitute accrued vacation time for military leave that is unpaid.

19.2.4. Employees who are re-employed following service will be reinstated with seniority and benefits such persons had accrued at the time they left for service, in addition to seniority and benefits they would have attained had they remained continuously employed.

19.2.5. The Employer will allow employees to take any additional leave rights in connection with an employee's own military service or the military service of an employee's immediate family members, as required by law.

19.2.6. The Employer's military leave forms, policies, and procedures shall govern all aspects of military leave, and other forms of leave available under State law. The Employer may, without notice or bargaining, revise any aspect of its leave forms, policies, or procedures, provided such revisions comply with applicable law.
19.3. **Bereavement and Funeral Leave**

19.3.1. Employees may take bereavement leave for up to three (3) consecutive, regularly scheduled workdays in the event of the death of an employee’s spouse, domestic partner, child, step-child, grandchild, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, or sister-in-law. Employees must provide information as required by the Employer.

19.3.2. Full-time employees will receive their regular pay for up to three (3) consecutive, regularly scheduled workdays. Pay for bereavement leave is equal to eight (8) hours at the employee’s regular rate of pay. Additional time off without pay may be arranged with approval of their immediate supervisor. For full-time employees, time off for bereavement leave is unpaid only for any work week in which the employee performs no work. Bereavement leave for part-time employees is unpaid.

19.3.3. In all cases where bereavement leave is approved but unpaid, employee may, at their election, apply accrued vacation time to the absence.

19.4. **Jury Duty**

19.4.1. Subject to the requirements of this policy, any employee summoned for jury duty will be excused from work in order to serve. Subject to any contrary legal requirements, time off for jury duty will be unpaid. In all cases where time off for jury duty is unpaid, employees may elect to apply vacation time to the time off. Subject to the terms and conditions set forth below, any absence for jury duty will be considered excused, and during any unpaid period of such leave, employee will be treated in the same manner as any other employee on unpaid leave.

19.4.2. Employee must provide a copy of the jury summons to Human Resources upon receipt (but in no event less than ten (10) business days before employee's appearance is required) in order for employee's absence to be considered excused.

19.4.3. The Employer's jury duty leave forms, policies, and procedures shall govern all aspects of jury duty leave, and other forms of leave available under State law. The Employer may, without notice or bargaining, revise any aspect of its leave forms, policies, or procedures, provided such revisions comply with applicable law.

19.5. **Other Leaves of Absence**

19.5.1. The Employer will offer employees all other leave required under applicable law.
ARTICLE XX – PAID SICK TIME

20.1. Following completion of 90 days of full-time employment, full-time employees will begin accruing paid sick time at a rate of .0308 hours per each hour worked (8 days for an employee regularly scheduled to work 40 hours per week), which may be used for illness of the employee or a family member. Accrued sick time carries over to the next calendar year, but the maximum amount of sick time that an employee may accrue is 96 hours. Employees reaching 96 hours of accrued sick time will stop accruing sick time until they have used sufficient sick time to fall below the cap. Employees may not use more than five (5) days of consecutive sick time. Sick time may not be used in lieu of vacation days.

20.2. For sick days that are foreseeable (such as scheduled doctor's appointments), employees must contact Human Resources to request such sick days as soon as employees are aware that they are needed. For unforeseeable sick days, employees must notify Human Resources at the earliest possible time, but in no event later than four (4) hours before their scheduled start time on the day that they require such time off (unless such notice is impossible as a result of severe illness or injury, in which case employees should notify Human Resources as soon as possible). When providing notice to Human Resources pursuant to this policy, a phone call, an email, or a handwritten note is acceptable, but a text message is not. (See policy on Attendance and Reporting Absence or Late Arrival).

20.3. Sick time may be taken only in full-day increments.

20.4. In the event employees are absent for illness or injury for more than three (3) consecutive workdays, the Employer may request certification of such illness or injury from a medical practitioner and/or certification that they are fit to return to work following their absence.

20.5. If employees exhaust their allotment of paid sick days, any additional sick days will be paid only if they have accrued paid vacation days, which will be applied toward the additional sick days taken, if requested by the employee. In the absence of accrued paid vacation days, or if all sick and vacation days have been exhausted, additional sick days will be taken without pay.

ARTICLE XXI – PAID VACATION

21.1. The Employer will allow Employees to take paid vacation in accordance with the provisions of the Employer's Employee Handbook in effect at the time of the Employee's vacation.

Vacation requests shall be approved or denied within seven (7) calendar days of the written submission of the request. Such requests shall not be unreasonably denied. If denied, the Employer shall provide a verbal or written explanation.

Employees with non disciplinary actions within the prior six months may elect to cash out vacation hours. The vacation hours will be paid out on the Employee's paycheck on the last full payroll of the calendar year. Employees must submit in writing the request by
September 1 of each year if they choose to cash out any vacation. The amount of vacation to be cashed out is the amount of vacation available in excess of forty (40) vacation hours for carryover.

ARTICLE XXII – INSURANCE

Health Insurance
Dental Insurance
Vision Insurance

22.1. During the life of this Agreement, the Employer will offer or provide Health, Dental and Vision, to Employees covered by this Agreement under the same terms and with the same coverage, eligibility requirements, deductibles, Employer contributions, limits on the Employer's contributions, carriers, premiums, enrollment periods and other aspects of plans as the Employer offers to other hourly paid Employees.

22.2. The Employer shall have the right to amend the foregoing plans, including coverage eligibility criteria, deductibles, Employer contributions, limits on the Employer's contributions, carriers, premiums, enrollment periods, and other aspects of the plans, provided any such amendments are also applicable to other of the Employer's hourly Employees. The Employer agrees to meet and confer with the Union in advance of any such changes, but shall not be obligated to bargain with the Union regarding any such changes.

ARTICLE XXIII – WAGE RATES

Wage Rates

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All employees shall receive a one half of one per cent (.5%) increase to their base rate effective February 28, 2017.

There shall be a longevity twenty (20) year adjustment of four point two (4.2%) increase to base rate effective February 28, 2017.

In addition, all employees shall continue to receive an increase of two (2%) percent to base rate on all subsequent anniversary dates.

**Experience Credit**

23.1. Employees who have long term care and/or hospital experience in their job classification (RN, LPN) may receive full experience credit for setting their initial wage rates up to 20,800 hours. Employees with experience as Nursing Assistants, Home Health Aides, Personal Care Attendants and Trained Medication Aides may receive fifty (50%) per cent credit for years of experience.

The employer shall provide employee wage rates and years of experience on February 28th of every year and adjust any affected employees. The first application of this provision shall be February 28, 2017.

There shall be no “leapfrogging” of current employee’s 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 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.

**Charge Nurse Premium**

23.2. Employees will receive Charge Nurse premium of $3.00 per hour for hours worked when the Employee has been instructed to work as a Charge Nurse. The criteria, responsibilities, and Charge Nurse duties, will be determined and defined by the Employer.
Lead Premium

23.3. Employees will receive a premium of $.40 per hour for hours worked when the Employer has designated the Employee(s) to work as a Lead.

Experimental Programs

23.4. 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, from time to time, in situations where it is necessary to maintain the efficient operation of the facility, offer premiums or overtime pay to employees who assume additional hours or responsibilities. It is understood that this is intended as a short-term solution, and may be discontinued by the Employer, when the Employer deems it no longer necessary. Similarly, the Employer reserves the right to initiate and discontinue incentive award programs to encourage and/or reward employees.

Any such programs will be applied to eligible employees in an equitable and nondiscriminatory fashion, and on the basis of departmental seniority, if applicable. The introduction of such programs is a proper subject for discussion in Labor-Management meetings. Such programs are not to replace or conflict with provisions of the Collective Bargaining Agreement.

Shift Differential

23.5 Effective May 1, 2017 the shift differential for all hours worked on the PM shift shall be $1.00. Employees hired before May 1, 2017 with the $2.00 PM shift differential shall continue to receive it as applied but shall not receive the $1.00 PM differential.

23.6 All nurses shall be trained on all units.

ARTICLE XXIV – UNIFORMS

If the Employer requires an employee to wear a uniform in the performance of his or her duties, the Employer will provide the employee with four sets of the required uniform. It is the responsibility of the employee to ensure that their uniforms are properly maintained and laundered. The Employer shall provide three (3) sets two (2) times per anniversary year.

ARTICLE XXV – RETIREMENT SAVINGS PLAN

The Employer will offer a retirement savings plan ("Plan") to employees. The Employer shall determine, and may modify without notice to or bargaining with the Union, all aspects of that Plan, including but not limited to the Plan administrator, investment options, contributions, Employer contributions, if any, and any other aspects of that Plan.
ARTICLE XXVI – LIFE INSURANCE

The Employer will offer employees life insurance, with a death benefit in the amount equal to a deceased employee's annual compensation during the prior year. The Employer shall have the right to determine and change all aspects of this life insurance coverage, without prior notice to or negotiation with the Union.

ARTICLE XXVII – DURATION AND CHANGES

Duration

27.1. This agreement shall become effective at 12:00 a.m. on March 1, 2017 and shall remain in effect through 11:59 p.m. on February 28, 2018.

Termination or Changes

27.2. This Agreement shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate it at least ninety (90), but not more than one hundred twenty (120) days prior to February 28, 2018, or February 28th of any year thereafter, if the Agreement is automatically renewed.

In witness whereof the undersigned have caused this Agreement to be executed the day and year first above written.

EMPLOYER:

By: ____________________________

Date: 03/01/2017

UNION:

By: ____________________________

Date: 03/01/17
Letter of Agreement

between

Villa at St Louis Park

And

SEIU Healthcare Minnesota

Leapfrogging Adjustment

All employees affected by leapfrogging shall have wages adjusted March 17, 2017 and then the .5% wage adjustment added to their adjusted base rate.

Signed,

Villa at St Louis Park

Date

SEIU Healthcare Minnesota

Date
Letter of Agreement  

Between  

Villa at St Louis Park  

And  

SEIU Healthcare Minnesota  

Cash Out of Sick Time  

Sick time shall be tracked from January 1, 2017 to June 30, 2017. Call ins will also be tracked July 1, 2017 to December 31, 2017 to evaluate this incentive program.  

Employees are eligible to cash out forty six (46%) of their sick time in January of 2018.  

Employees are also eligible for a two (2%) per cent bonus the third quarter and two (2%) per cent bonus the fourth quarter of 2017 with no call ins to be added to the January 2018 cash out option.  

Signed,  

Villa At St Louis Park  

SEIU Healthcare Minnesota  

Date  

Date