Collective Bargaining Agreement

Between

Luther Haven

And

SEIU Healthcare – Minnesota

Effective
October 1, 2017
Through
December 31, 2020
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Collective Bargaining Agreement

between
Luther Haven Nursing Home
And
SEIU Healthcare Minnesota

PREAMBLE

This Agreement made and entered into this ______ day of March by and between the undersigned Luther Haven Nursing Home, hereinafter referred to as the “Employer”, and the SEIU Healthcare Minnesota, hereinafter referred to as the “Union.”

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative of its regularly scheduled employees in the classifications set forth in Article 11 hereof and within the bargaining unit certified by the National Labor Relations Board in Case Number 18-RC-14158; said bargaining unit including all full-time and regularly scheduled part-time LPN’S, Medical Aides, Nursing Assistants, Housekeeping Employees, Laundry Employees, Dietary Employees, Maintenance Employees, Activities Employees, and Rehab Employees; excluding RN’s, Managerial Employees, Confidential Employees, Administrative Employees, Office Clerical Employees, Seasonal Employees, Guards, and Supervisors as defined in the Act, as amended, and all other employees.

(A) New or Modified Classifications

In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job classification or title not specified in Article 11 hereof, the issue shall be submitted to the National Labor Relations Board for determination. Upon inclusion of a new or modified job classification or title within the bargaining unit the wage rate of such classification or title shall be negotiated by the Employer and the Union and the rate agreed upon shall become a part of this Agreement.

(B) Change of Job Title

No job title shall be changed or created, and no employee within the bargaining unit transferred or promoted, either to positions covered by the Agreement or outside it, except upon at least ten (10) days written notice to the Union prior to the effective date of the same, which notice shall specify the proposed change, establishment, transfer or promotion.

(C) Non-Discrimination

1. There shall be no discrimination on the part of either the Employer or the Union in favor of or against any employee because of the employee’s membership or
non-membership or because the employee serves as an officer or in another
capacity on behalf of the Union or the Employer.

2. There shall be no discrimination on the part of either the Employer or the Union
on account of any individual's age, sex, race, color, creed, sexual orientation,
national origin, religion, ancestry, marital status or disability.

3. The parties recognize that any allegation relating to discrimination in violation of
Section C2 of this Article shall not be subject to the grievance procedure of this
Agreement.

(D) Stewards/Union Leaders

The Employer agrees to recognize up to six (6) stewards/union leaders elected or selected by the
Union as provided in this section, subject to the following stipulations:

1. The Union agrees to notify the Employer in writing of all designated stewards/union
leaders and replacements.

2. Stewards/Union Leaders shall not leave their workstations for Union business without
prior permission of their designated supervisors and they shall notify their designated
supervisors upon return to their workstations. Such permission shall not be unreasonably
withheld. Permission to leave a workstation for Union business without loss of pay will
be limited to grievances, disciplinary meetings and the orientation of new members
during the general orientation.

3. The Employer shall make time available during the orientation process for a
steward/union leader to provide neutral information to new employees regarding Union
Security and the collective bargaining agreement. The Employer will provide a
steward/union leader, as designated by the Union, with the dates of the orientation. This
shall be on paid time and shall not exceed fifteen (15) minutes except by mutual
agreement between the Employer and the Union.

The Employer agrees to recognize the business representatives of the Union as the proper
authority to adjust with the Employer any controversy between the parties to the Agreement as to
the meaning and application of the provisions of this Agreement.

(E) Union Security

1. 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 purposes of this Agreement is defined to mean the payment of standard
regular monthly dues, uniformly required as a condition of acquiring or retaining
membership in the Union. For new hires choosing to join the Union, payment of
Union dues shall begin with the first payroll period of the month following the
completion of ninety (90) calendar days.
Any employee covered by this Agreement who is hired on and after the effective date of this Agreement and who elects not to become a member of the Union, shall, as a condition of employment, pay to the Union an amount not to exceed the annual dues for members of the Union covered by this Agreement. Payment of the service fee shall begin with the first payroll period of the month following the completion of ninety (90) calendar days of employment.

2. The Employer agrees to electronically furnish to the Union the first month of the calendar year the names and addresses, date of hire, unique identification number, date of completion of the employee's ninety (90) calendar days of employment, full-time or part-time status, classification, rate of pay and number of scheduled hours of all employees employed by the Employer who are covered by this Agreement. On a monthly basis thereafter the Employer shall electronically provide a change report to the Union.

Two times per year, in the months of January and July, the Employer shall electronically furnish to the Union a list of all employees in the bargaining unit by seniority with compensated hours. The Union shall have ten working days after the submission of the seniority list to request corrections in the list. If a change is not requested within ten days, the list shall remain as published for the next six month period.

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

If any employee does not remain “in good standing” as defined above, the Employer shall terminate the employee within seventy-two (72) hours of written notice to do so from the Union. The Union shall save the Employer harmless from any claim of an employee so terminated.

3. In view of Section 19 of the NLRA, both the Employer and the Union are desirous of complying with the terms thereof. Accordingly, 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; however, any such employee who qualifies for such an exception and elects to be exempt from the provision of joining the Union or financially supporting it, is required, as a condition of continued employment, to pay to either the American Cancer Society, American Heart Association, Inc. or United Cerebral Palsy in lieu of periodic dues, the sum equal to such dues at the same timely requirements as applies to employees who join, and become members, of the Union. Failure to abide by these time limits and furnishing proof thereof to the Union shall subject the employee to be terminated from employment.

Any employee who holds conscientious objection pursuant to this provision and requests the Union to use the grievance-arbitration procedure on the employee’s
behalf will be charged by the Union for the reasonable costs of using such procedure.

4. As of June 1, 2002 members of Local 113 who are employed by Luther Haven Nursing Home in the Care Helper, Dining Room Assistant, and Dietary Aide classifications and who are at the minimum wage compensation level, and who work less than forty (40) hours per pay period on a regular basis, and who are under the age of 18 and attending secondary school, will be exempt from paying union membership dues and shall be excluded from Article 1, Section E (1) Union Security and Section F Dues Deduction of this Collective Bargaining Agreement.

(F) Dues Deduction

The Employer agrees to deduct Union dues, or comparable service fees for employees electing not to become Union members, from the wages of employees. The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law. Withheld amounts will be forwarded to the Union following the actual withholding. Any employee who is paying dues or an amount equal to the dues may stop making those payments by giving written notice to both the Employer and the Union during the period no less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer will honor employee check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee’s membership in the Union.

In the event that no wages are due the employee or that they are insufficient to cover the required deduction, the deduction for such months will nevertheless be made from the first wages of adequate amount next due the employee and thereupon be transmitted to the Union. The Employer will furnish the Union a listing of employees for whom deductions were made. If a dispute occurs between the Union and any employee over this deduction, the Union will hold the Employer harmless for the payment made and will handle the dispute without cost to the Employer.

The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such refund.

SEIU Healthcare Minnesota will be moving to a percentage dues system effective January 1, 2019, which is based on each member’s gross pay, per pay period, under the Collective Bargaining Agreement. There will continue to be minimum and maximum monthly dues. In an effort to make such transition as smooth as possible, SEIU Healthcare Minnesota is requesting the following data in addition to the member information provided above:

*Each Pay Period: name, unique identification number, gross pay per pay period, and dues deduction amount.

*Annually: name, unique identification number, hire date, classification, wage rate, gross collective bargaining wages, and total annual dues deducted.
(G) Union Representative Access – Bulletin Boards Available

A designated bulletin board in the facility shall be made available to the Union for the purpose of posting business notices. The Union will not post any material which is derogatory of the Employer. The business representative for the Union shall have reasonable access to such bulletin board and to other non-resident areas to discharge Union duties with prior approval of the Employer. The Employer will not unreasonably restrict such access.

(H) Probationary Period

Employees shall be subject to a 90 calendar day probationary period, during which time the employment of such employee may be terminated with or without just cause and such action shall not be subject to the grievance procedure. At the discretion of the Employer, a full-time employee’s probationary period may be extended by an additional thirty (30) days and a part-time employee’s probationary period may be extended by an additional sixty (60) days. In such cases, the Employer will notify the Union in writing.

(I) Committee on Political Education (COPE)

With participation of at least ten (10) Local 113 members working at the facility, 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 contributions 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 such employee.

ARTICLE 2 - EMPLOYER AUTHORITY

Except as specifically limited by the express provisions of this Agreement, the management of the Nursing Home shall have the sole and exclusive functions of (including but not limited to) the right to hire, to lay off, to determine the quality and quantity of work to be performed, promote, demote, transfer, discharge or discipline for just cause, require observance of Nursing Home Rules and Regulations, enter into contracts for the furnishing of supplies and services, maintain and improve efficiency, direct the work forces, to determine the materials, means and type of services provided and modify or discontinue the existing methods of service and equipment to be used or provided.

ARTICLE 3 - GRIEVANCE PROCEDURE

(A) Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation of or adherence to the terms or provisions of this Agreement.

(B) Procedure
Grievances, as defined in paragraph A above, shall be resolved in conformance with the following procedure:

Step 1. The employee will informally discuss the grievance with the applicable department head. The Employee may have a Union Steward present at this meeting.

Step 2. If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing and submitted to the Nursing Home Administrator or designee.

The written grievance shall set forth the nature of the grievance, the facts upon which it is based, the provisions allegedly violated, and the remedy requested.

The written grievance must be submitted to the Employer within fifteen (15) calendar days after the date of occurrence. A grievance relating to pay shall be timely if received by the Employer within fifteen (15) calendar days after the pay day for the period during which the grievance occurred.

Within fifteen (15) calendar days after submission of the written grievance to the Employer, a meeting to consider the grievance shall be held between the Employer, the Union and the employee.

Within fifteen (15) calendar days following the Step 2 meeting, the Employer shall submit a written reply to the Union and the grievant.

Step 3. If the grievance is not resolved in Step 2, either the Employer or the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within fifteen (15) calendar days following receipt of the Step 2 written reply to the grievance.

The arbitration request shall be referred to a Board of Arbitration composed of one (1) representative of the Union, one (1) representative of the Employer, and a third neutral member to be selected by the first two. In the event that the first two cannot agree upon a third neutral within an additional five (5) days, such third neutral member shall be selected from a list of seven (7) neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service.

The parties by mutual agreement may agree to waive the Board of Arbitration and elect to use a single arbitrator for hearing and deciding the matter in dispute.

A majority decision of the Board of Arbitration will be final and binding upon the Union, the Employer and the employee. The decision shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the parties. Each party shall be responsible for compensating its own representative and witnesses.

(C) Board of Arbitration Authority
The Board of Arbitration shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The Board of Arbitration shall consider and decide only the specific issue(s) submitted in the written grievance, and shall have no authority to make a decision on any matter not so submitted. The above limitation shall not preclude the Employer from raising issues of arbitration. The Board of Arbitration shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law.

(D) **Waiver**

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow set time limitations shall result in the grievance being waived and it shall not be submitted to arbitration. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union.

**ARTICLE 4 - WORK SCHEDULES**

(A) **Normal Hours**

This Article is intended to define the normal hours of work and to provide the basis for the calculation of overtime.

(B) **Right to Schedule**

Except as expressly limited by this Agreement, work shifts, staffing schedules and the assignment of employees thereto shall be established by the Employer.

(C) **Eighty Hour Work Period**

The regular work period shall be eighty (80) hours to be completed in a two (2) week pay period.

Eight (8) hours shall constitute a day’s work to be completed within eight and one-half (8-1/2) hours including an unpaid thirty (30) minute lunch period. Normally, no employee shall work more than seven (7) consecutive days during a two (2) week period and such days off shall normally include at least two (2) Saturdays-Sundays per calendar month and two (2) days off during the alternate week. If necessary to allow for flexibility in scheduling, non-consecutive days off during week days (Monday-Friday) may be utilized.

Normally schedules shall be posted electronically a minimum of seven (7) days in advance of the employee’s scheduled work. The Employer shall make paper copies of the initial schedule available to employees on or near the bulletin board. Once posted electronically, if scheduled changes subsequently become necessary, the Employer will notify the affected employee(s) of the required schedule changes. Employees may trade scheduled work days with other employees subject to approval of the Employer.

(D) **Notices of Work Week Schedules**
Substantial changes in work week schedules shall likewise be in conformity with this Agreement and shall be furnished to the Union at least ten (10) days before the effective day of such proposed change.

(E) Overtime

Subject to the foregoing provisions, overtime at one and one-half (1-1/2) times the respective straight-time hourly rate shall be paid to the employee for all time worked in excess of eight (8) consecutive hours, or in excess of eighty (80) hours worked in a two (2) week pay period. The “pay period” begins at 10:30 p.m. on Saturday and ends two weeks later at 10:30 p.m. on Saturday. A day begins at 10:30 p.m. and ends 24 hours later at 10:30 p.m. All work which will result in overtime compensation must be approved by the employee’s immediate supervisor or designee.

(F) Seniority Preference

In establishing work week schedules, the Employer shall give preference to employees in accordance with seniority as far as practicable and consistent with proper Nursing Home management.

(G) Twelve Hours Between shifts

When practicable, there shall be at least twelve (12) hours between shifts.

(H) No Time Off in Lieu of Overtime

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

(I) Split Shifts

Normally, there shall be no split shifts, except as is consistent with past practice.

ARTICLE 5 - LEAVES OF ABSENCE

(A) Application for Leave

Any request for an unpaid leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization, if granted, for a leave of absence shall be furnished to the employee by the Employer, in writing.

(B) Benefits during Leave

Unless otherwise specified herein, neither benefits nor pay shall be granted or earned by employees while on a leave of absence.

(C) Unpaid Leaves of Absence
A leave of absence without pay may be granted for the following purposes:

1. **Personal Illness:** For personal illness, after accumulated Extended Ill Time (EIT) has been used, for the period up to a maximum of ninety (90) days. Additional leave maybe granted up to a maximum of three (3) months if the illness or disability continues. During such leave, length of service benefits will not accrue, but will remain the same as at the beginning of the leave. Upon returning, the employee will be returned to her or his current position, or similar classification.

2. **Critical Illness in the Immediate Family:** For critical illness or death in the family (parents, parents-in-law, brothers, sisters, children, spouse, grandparents, and grandchildren) for a period of up to ninety (90) days. Length of service benefits will not accrue, but will remain the same as at the beginning of the leave. Upon returning, the employee will be returned to her or his current position, or similar classification.

3. **Child Care Leave:** An employee may request an initial leave of absence for child care for a period of up to three (3) months. Within twenty-one (21) calendar days prior to conclusion of the approved leave, the employee may request, and shall be granted, an additional three (3) months if desired. During this period, the employee may retain accrued benefits, but may not accumulate additional benefits except while she is using accumulated EIT. An employee may use accumulated EIT for that period of time that has been determined by a physician or certified nurse midwife that the employee is unable to work due to pregnancy related disability. Within twenty-one (21) calendar days prior to the conclusion of the approved leave; the employee shall notify the department head of her intent to return to work.

   The employee shall be reinstated to her original position or to a job of comparable status, at the salary level that was held when the leave began.

4. **Military Leave of Absence:** The Employer shall comply with all applicable State or Federal laws relating to such leaves.

5. **Personal Leaves:** Leave of absence for reasons other than above will be granted to employees at the discretion of the Employer and on an individual basis. Length of service benefits will continue to accrue for leaves of absence of fourteen (14) calendar days or less. For leaves of absence more than fourteen (14) calendar days length of service, benefits will not continue to accrue, but will remain the same as at the time of beginning the leave. The Employer may permanently fill the employee’s position after the first fourteen (14) calendar days of leave. Upon returning from leave, the employee will be given the first opportunity to return to a position for which she/he is qualified and will be given the first opportunity to return to her/his former position if and when the position is open.

**(D) Paid Leaves of Absence**

A leave of absence without loss of pay shall be granted for the following purposes:
1. **Funeral Leave:**

Employees who have completed the required probationary period shall be granted up to a maximum of three (3) scheduled days leave without loss of pay in the event of death in the immediate family (parents, step-parents, siblings, children, spouse, parents-in-law, grandparents and grandchildren). Such leave of up to three (3) days shall be the date of the funeral or memorial service, the date prior thereto, and the day after unless alternative days have been requested by the employee and approved by the supervisor for attendance at a special memorial or burial or for planning purposes. An employee may be granted an additional day of leave without loss of pay if the funeral or memorial service is in excess of three hundred (300) miles.

2. **Jury Duty:**

Employees who have completed the required probationary period who are called to serve for jury duty shall be allowed time off by the Employer. Such employee shall continue to receive his/her regular pay, less the difference the employee receives as a juror for each regularly scheduled work day on jury duty up to ten (10) working days.

Such employee who is called for such duty and serves shall notify the Employer as soon as possible of such and shall furnish the Employer such information as is necessary to receive the difference in pay from the Employer.

(E) **Notification of Return from Leave**

Except as otherwise provided in this Article, employees returning from a leave of absence pursuant to this Article shall notify their supervisor in writing thirty (30) days in advance or, for leaves of thirty (30) days or less, as soon as possible of their anticipated return date.

**ARTICLE 6- PAID TIME OFF (PTO)**

Paid Time Off (PTO) is a benefit system that provides employees with pay for days the employee is eligible to be absent from work. PTO is a system that replaces vacation days and sick days. PTO cannot be paid as overtime. When PTO is paid it will be used to replace normally scheduled hours. PTO shall be paid to employees before leaving for their vacation upon written request made two (2) weeks in advance of the pay period.

Employees are eligible for PTO unless employed on a casual basis. Eligible staff will accrue PTO based on PTO compensated hours. Requests for PTO other than sickness or injury of the employee or the employee’s child pursuant to Minn. Stat. § 181.9413 shall be submitted to applicable department head on the approved form at least thirty (30) days in advance, or before the next work schedule has been completed. PTO shall normally be granted dependent on the needs of the Employer on a “first come, first serve” basis. Response to PTO requests shall be provided by the Employer within ten (10) days to the extent practicable. If a holiday falls during an employee’s scheduled PTO, the employee shall be responsible to find a replacement for the holiday.
PTO ACCRUAL RATE SCHEDULE

<table>
<thead>
<tr>
<th>Completed Years of Service</th>
<th>80 Hr. Accrual Rate Per Year</th>
<th>80 Hr. Accrual Rate Per Pay Period</th>
<th>Rate of Accrual Per PTO Compensated Hr.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1–4 Years</td>
<td>15 Days (120 Hrs.)</td>
<td>4.616 Hrs.</td>
<td>.05770</td>
</tr>
<tr>
<td>5–9 Years</td>
<td>20 Days (160 Hrs.)</td>
<td>6.160 Hrs.</td>
<td>.07700</td>
</tr>
<tr>
<td>10–11 Years</td>
<td>22 Days (176 Hrs.)</td>
<td>6.776 Hrs.</td>
<td>.08470</td>
</tr>
<tr>
<td>12+ Years</td>
<td>25 Days (200 Hrs.)</td>
<td>7.696 Hrs.</td>
<td>.09620</td>
</tr>
</tbody>
</table>

Column 1: Completed Years of Service is the number of complete years the employee has worked for the Employer.

Column 2: If the employee were paid for 80 hours each pay period (26), the employee would accrue 15 days.

Column 3: Accrual rate per pay period reflects the number of hours which will accrue in one pay period.

Column 4: Accrual per hour worked reflects the fraction of an hour PTO the employee will earn based on the employee’s completed years of service.

PTO must be handled in one of four ways by the employee’s anniversary date.

- PTO to be carried over to next anniversary year
- Transfer to the employee’s Extended Ill Time (EIT) account
- Cash-in at a percentage of the employee’s wage value
- Maximum cash-in of PTO is 80 hours on the employee’s anniversary date

Employees shall meet with the payroll coordinator one or two pay periods prior to the employee’s anniversary date to discuss how to manage the employee’s accrued PTO. Excess PTO accrued which is not carried over, transferred to EIT or cashed-in will be lost.

Carry over of unused PTO:
On an employee’s anniversary date, an employee may opt to carry over unused PTO for use during the following anniversary year. Total accumulated PTO cannot exceed the maximum of 42 days (336 hours.)

Transfer to EIT Account:
On an employee’s anniversary date, an employee may opt to transfer accrued PTO into an employee’s EIT account. Total accumulated EIT days cannot exceed 75 days/600 hours.

Cash-In of Unused PTO:
An employee may opt to cash-in accumulated PTO on the employee’s anniversary date according to the Cash-In Schedule with at least two-week advance notice to the payroll coordinator. Checks will be issued with regular payroll.

CASH-IN SCHEDULE

<table>
<thead>
<tr>
<th>Completed Years of Service</th>
<th>Cash-In Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td></td>
</tr>
</tbody>
</table>
PTO will accrue from date of hire. PTO is not available to an employee until the successful completion of six months employment. When PTO is paid, it will be used to replace normally scheduled hours. PTO can not be used to bring an employee's paid hours above the level of an employee's normally scheduled hours. The only exception is a check issued under the cash-in option.

PTO shall be provided to employees who are absent from work and unable to perform their normal work duties due to the employee’s illness or injury or that of their child pursuant to Minn. Stat. §181.9413. To be eligible for PTO for illness or unscheduled absence, the following steps are required:

- An employee must notify his/her supervisor or designate at least one hour prior to the regular starting time of the shift, except in the case of an emergency.
- When the employee returns to work the employee will report to Station One nurse’s station.
- Employees must submit a PTO request slip for authorization by their Supervisor prior to the payroll ending date.
- Employees are to record on the electronic system requests for PTO to be paid.
- If abuse of personal illness PTO is suspected, the Employer reserves the right to require proof of illness or injury.

If an employee is covered by worker’s compensation, employee shall not be eligible for PTO, or Extended Ill Time.

Except when an employee is terminated for just cause, employees who have completed at least one (1) year of service and who involuntarily terminate, or voluntarily terminate with fourteen (14) days written notice of termination, or are laid off, shall be entitled to payment of accrued PTO.

If a holiday falls during an employee’s PTO, such employee will be paid for the holiday to which he/she is entitled. An additional day of PTO may be scheduled in lieu of the above payment.

PTO shall be earned based on compensated PTO hours excluding holidays and extended illness.

**ARTICLE 7- EXTENDED ILL TIME (EIT)**

Extended Ill Time constitutes days which the employee is absent from work with pay due to long term illness or disability.

An employee is eligible for EIT unless the employee is designated as casual. Employees will accrue EIT based on each hour worked. When EIT is paid it will be used to replace normally scheduled hours.
EIT ACCRUAL RATE SCHEDULE

<table>
<thead>
<tr>
<th>Completed Years Of Service</th>
<th>80 Hr. Accrual Rate Per Year</th>
<th>80 Hr. Accrual Rate Per Pay Period</th>
<th>Rate of Accrual Per Hr. Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Years</td>
<td>7 Days</td>
<td>2.16 Hrs.</td>
<td>.0270</td>
</tr>
</tbody>
</table>

Maximum accrual level for EIT is 75 days (600 Hrs.)

Extended Ill Time is available:

- For illness or disability of more than four scheduled days.
- For use from the first day of an employee’s inpatient hospitalization or outpatient surgery if the employee is unable to work for four (4) consecutive work days or more.
- After the fourth day of illness or injury to the employee’s child, who is under 18 years of age or under age 20 and is still attending secondary school in accordance with Minn. Stat. § 181.9413 for such reasonable periods as the employee’s attendance with the child may be necessary.
- Only to replace normally scheduled hours.

Extended Ill time is not available:

- To be used whenever an employee chooses.
- To be used for routine medical and dental check ups.
- To be used for illness on a scheduled day off.
- To be used unless proper notification has been given to the employee’s department manager.

When EIT is utilized the following steps must be followed:

- An employee shall notify supervisor before the scheduled shift or as soon as possible if an emergency.
- Indicate the date on which the health condition began.
- Indicate the probable duration of the health condition.
- When returning, report to Station One nurse’s station.
- The department manager will record on the employee’s time card the amount of EIT to be paid.

EIT is available upon successful completion of six months employment.

For purposes of this Article, the term “disability” shall be defined as follows:

A mental or physical illness, injury, or condition which renders an employee unable to safely perform normal work duties as evidenced by a physician’s statement which:

1. Identifies the disability;
2. Indicates the date on which the employee will become or became unable to perform normal work duties; and

3. The date on which the employee will be able to return to work.

The Employer reserves the right to require that employees claiming a “disability” submit additional medical documentation and/or undergo a medical examination by a physician selected by the Employer (paid for by the Employer).

Use of Extended Ill Time for a “disability” may not extend beyond the period of an employee’s actual disability.

ARTICLE 8 - HOLIDAYS

(A) Recognized Holidays

Full-time employees shall be granted the following seven (7) holidays with pay:

- New Year’s Day
- Memorial Day
- Labor Day
- Christmas Day
- Easter
- Fourth of July
- Thanksgiving Day

Christmas shall be deemed to begin at the start of the relief shift on December 24 and to end at the end of the relief shift on December 25. This effectively extends the holiday rate of pay to a thirty-two (32) hour period. Employees shall be paid at the holiday rate for all hours worked during the thirty-two (32) hour period. An employee working more than one shift during the thirty-two (32) hour period shall be considered to have worked one (1) holiday, (for scheduling purposes).

(B) Premium Pay/Compensatory Time Off

If a full-time employee works on a holiday, he or she will be paid, in addition to the regular rate of pay for the hours worked, eight (8) hours of straight time pay for the holiday or will be given eight (8) hours of compensatory time off, at the employee’s option, within sixty (60) days following said holiday.

(C) Un-worked Holiday

If a holiday falls on a full-time employee’s day off, he or she will be given eight (8) hours straight time pay as holiday pay.

(D) Holiday Pay in Lieu of Compensatory Time Off

If in Section (B) above, the employee has not received his or her eight (8) hours of compensatory straight time off within the time limit specified, she or he may choose to be paid eight (8) hours of straight time pay for the holiday in lieu of compensatory straight time off provided. If a holiday falls during an employee’s PTO, one day will be added to her or his PTO time.
(E) Part-Time Employees

Part-time employees shall be paid double time for all hours worked on any of the holidays defined in Section A above.

(F) Holiday Scheduling

Normally the scheduling of holidays shall continue to be done on a rotating basis.

(G) Eligibility

Because service with the Employer must be continuous, employees shall be expected to work holidays as scheduled. Employees who are absent without good cause on a regularly scheduled work day prior to or after a holiday shall not be eligible for holiday pay.

(H) Scheduling of Holidays on Weekends - Nursing Department Only

1. If it is an employee’s scheduled weekend off and scheduled holiday off, the employee’s schedule will not change.

2. If it is an employee’s scheduled weekend to work and the employee’s scheduled holiday to work, the employee’s schedule will not change.

3. If it is an employee’s scheduled weekend off and scheduled holiday to work, the employee will work two consecutive weekends and have two consecutive weekends off.

4. If it is the employee’s scheduled weekend to work and scheduled holiday off, the employee will work two consecutive weekends and have two consecutive weekends off.

ARTICLE 9 - SENIORITY

(A) Seniority Definition

Seniority for all employees shall be by classification and defined as the employee’s total compensated hours (on a straight time rate) with the Employer based on the Employee’s last date of hire. There shall be one (1) seniority list for both full-time and part-time employees.

Casual/on-call employees shall be on a separate seniority list. A regularly scheduled employee who goes to casual/on-call shall take his/her seniority hours with him/her and vice versa.

(B) Seniority List

The Employer shall prepare and post seniority lists of all employees covered by this Agreement specifying the seniority of each employee by classification and department. Such list shall be updated semi-annually and again prior to instituting an involuntary layoff.
(C) Filling of Vacancies

All bargaining unit vacancies, whether in existing or proposed new classifications, shall be posted for at least five (5) days before being filled. Such posting shall state the job classification of the vacancy, the anticipated shift of work, whether the position is full-time or part-time (anticipated hours per pay period) and the qualifications for the position.

The filling of vacancies shall be based on the principle of qualifications and seniority. If all factors are substantially equal, such position shall be filled on the basis of the more senior applicant within the department. When practicable, the Employer shall follow the principle of promotion from within. Nothing in this provision shall limit the right of the Employer to assign an employee to a vacancy when such employee is limited by injury, illness or work restrictions.

(D) Layoffs and Recall

1. Normally, seniority rights of an employee shall be recognized in the event of layoffs and recall from layoffs within each classification by department. Layoffs shall be in inverse order of seniority by classification by department, and recall from layoffs shall be in inverse order of layoff by classification and department, except that special capabilities may be considered for positions requiring special skills. Employees shall be given ten (10) days notice of layoff or pay in lieu thereof.

2. Seniority rights of an employee on layoff shall terminate after a period of one (1) year from date of layoff, or if the employee refuses recall to a position of the same hours per payroll period as were in effect at the time of layoff. Employees on recall status shall be responsible for maintaining a current listing of their name, address and telephone number with the Employer. Employees recalled to work shall work the designated hours established for the position for which they are recalled.

3. Prior to placing employees on layoff, the Employer will first offer voluntary layoff and also offer the employees an opportunity to voluntarily request leaves of absence without pay for a period not more than thirty (30) calendar days. During such leave of absence employees shall continue to accrue PTO and seniority based on their normal hours of work over the past six months. Such leave of absence shall be without other benefits. The Employer will not permanently fill the employee’s position during the period of such leave of absence.

(E) 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:
1. No employee will be required to take more than five hundred (500) hours of involuntary days in any calendar year. When practicable, seniority will be observed on a shift basis by department and classification in assigning absent days.

2. Employees who lose regularly scheduled hours for agreeing to an absent day, or who receive an involuntary absent day, shall receive credit for those hours lost for purposes of insurance benefits, salary increments, PTO accrual, seniority and EIT accrual.

(F) Trial

Employees changing classification as a result of a transfer or promotion shall serve a trial period of thirty (30) work days. In the event an employee does not satisfactorily complete the required trial period such employee shall be reassigned to the employee’s former position or an equivalent position in the classification previously held if available.

(G) Rehires

Employees rehired by the Nursing Home will be placed with a new date on the seniority list. The Nursing Home reserves the right to place an employee on the salary schedule based on prior hours of service.

ARTICLE 10 - DISCHARGE - QUITS

(A) No Discharges Without Just Cause

The Employer shall not discharge or suspend an employee who has completed the probationary period without just cause.

(B) Discharge – Suspension Notices – Copies to Union

A written notice of any discharge, suspension or disciplinary warnings shall be given the employee and a copy thereof shall be sent to the Union. The employee and/or the Union may file a written grievance relating to such discharge or suspension.

(C) Employee Quit Notices

Any employee who wishes to quit shall give the Employer fourteen (14) days notice. Except in extenuating circumstances, LPN’s will provide 30 days notice of voluntary resignation. Failure to provide the 30-day notice will not result in forfeiture of cash-in of PTO.

ARTICLE 11 - WAGES

(A) Wage Schedule

The wage schedule and increments for the classifications of work covered by this Agreement are contained in Appendix A. Eligible employees will receive a step movement each year of the contract.
Year 1 - $0.25 per hour wage increase across-the-board for all employees retroactive to 10/1/17.

Increase LPN scale by an additional $0.50 per hour ($0.75 total) across-the-board for all employees retroactive to 10/1/17.

Year 2 — $0.20 per hour wage increase across-the-board for all employees 1/1/19.

Year 3 — $0.20 per hour wage increase across-the-board for all employees 1/1/20.

(B) Shift Differential

All scheduled evening and night employees who worked the majority of hours after 5:00 p.m. and before 7:00 a.m. shall receive $1.00 per hour in addition to the above-scheduled rates. Employees regularly scheduled to work PM’s or nights and receive shift differentials shall be entitled to shift differential calculation for EIT, holiday and PTO time.

(C) On-Call Employees

Employees who are notified to be “on call” shall be paid fifteen percent (15%) of their regular base rate up to a maximum of one dollar and fifty cents ($1.50) per hour on call. When the employee is called to work, on call shall end and employee shall be paid at the regular rate or overtime rate of pay as provided in this Agreement. Maintenance employees who are designated to be on call, as part of an on-call rotation determined by the Employer using at a minimum an every third week rotation, shall be available via phone and able to report to work within 20 minutes when on call. Maintenance employees called in to work shall receive a minimum of one (1) hour’s pay.

(D) Pay Days – Employer Computations

Definite pay days shall be established on a regular two-week pay period. An employee shall be permitted to know on what basis his/her pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of his/her total take-home pay, if requested. Paychecks shall be issued via direct deposit for all employees.

(E) In-Service Meetings

Should employees be required to attend in-service meetings, they will be paid at their applicable rate of pay. Employees reporting to an in-service on their day off shall receive a minimum of one (1) hour’s pay.

(F) Advance Notice

Employees required to report for work outside their scheduled work shift will be guaranteed two hours work or pay in lieu thereof. Employees who desire to work less than two hours shall be exempt from this provision.
An employee who is called in to work and reports within one hour of being called shall receive pay for all hours of that shift. If a pattern develops where an employee is not demonstrating a good faith effort to report at the beginning of the shift, the extra payment may be revoked by the Employer for said employee.

(G) Higher Class Pay

When a dietary aide is assigned to a cook’s position, such dietary aide shall receive cook’s pay for the time spent in that position.

(H) TMA Differential

TMA employees shall receive a $.50 per hour differential.

(I) Sunday Check

Maintenance employees shall receive a $30.00 differential for conducting the Sunday AM check.

(J) Boiler Licenses

Maintenance employees will receive differentials based on following licenses:

1. Specialist Engineer $ .40 per hour
2. Second Class C $ .50 per hour
3. First Class Grade C $ .60 per hour

(K) Experience Credit

The Employer may place new hires on the wage scale based on relevant outside experience up to the 6,000 hour step. Normally, the Employer shall determine such placement based on one-half year credit for each full year of relevant outside experience.

LPN’s may be placed on the wage scale based on relevant outside experience up to the 20,000 hours step. In unusual circumstances, placement may be based on a full year of credit for each full year of relevant outside experience.

An employee hired with experience credit and placed above the start rate of the wage scale shall move to the next step upon working the number of hours between the step he/she is on and the next step.

(L) Longevity

The 22,000 hour step and the 30,000 hour step are for employees who have worked that number of hours at Luther Haven.

(M) Training Pay
Employees shall receive $.25 per hour premium pay for all hours worked and recorded while assigned by a supervisor or designee to orient an employee.

(N) Weekend Shifts

Excluding approved leaves of absences, once an employee misses 3 scheduled weekend shift(s), those shift(s) may be required to be made up. A missed shift(s) to be made up may be either a weekend shift(s) or a shift Monday through Friday at the Employer’s discretion and, further, the shift that was missed (days, evenings or nights) shall normally be the same shift that is to be made up unless the Employer determines otherwise based on staffing needs. The Employer may cancel any shift that is picked up under this paragraph based upon the Employer’s decision that the employee is not needed and that shift shall still count pursuant to this make-up obligation. Employees who make up a missed shift shall not be entitled to any weekend bonus otherwise provided for in this Contract. This make-up responsibility shall apply to all departments. An employee who misses a weekend shift(s) because of a condition that is determined to be covered by the Family Medical Leave Act shall not be subject to the make-up provisions of this paragraph.

ARTICLE 12 - INSURANCE BENEFITS

(A) Deferred Compensation and Cafeteria Benefit Plan

The Employer shall offer a Deferred Compensation Program (Tax Sheltered Annuities) and a Cafeteria Benefit Plan to those employees desiring to participate in such programs.

(B) Life Insurance

Life insurance will be provided to full-time employees who have completed the required probationary period and who waived participation in the Employer’s group health insurance plan, with Fifteen Thousand and no/100 ($15,000.00) Dollars life insurance at no cost to the employee.

(C) Insurance

Effective 1/1/18, full-time employees as defined by the Affordable Care Act, are eligible and may elect to participate in the Silver plan or Bronze plan as provided, from time to time, by the Amalgamated National Health Fund.

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The Employer will contribute $500.00 per month toward the health insurance premium of the category of coverage selected by an eligible and participating employee. Effective January 1, 2019, the Employer will contribute $25.00 per month and effective January 1, 2020, the Employer will contribute $550 per month toward the health insurance premium of the category of coverage selected by an eligible and participating employee.

The Employer shall not be obligated to contribute more towards the Employer portion of the health insurance premium.

All eligible and participating employees will be required, as a condition of coverage, to authorize the employee’s share of health insurance premium to be paid through payroll deduction and eligible and participating employees will execute whatever documents are necessary to effectuate this payment process. To the extent that an employee has insufficient funds on a payroll check and if the Employer does pay some or all of it, that employee authorizes the Employer to withhold the amount paid to the employee by the Employer on a future paycheck.

If the Employer’s contribution toward the health insurance premium is not sufficient to meet the requirements under the Affordable Care Act to offer affordable coverage, such that the Employer would be subject to an assessable payment for an employee based on an employee’s wage rate, the Employer in its discretion, may contribute an amount greater than the contribution set forth above in order to make such coverage affordable.

The Union, the Employer and the Amalgamated National Health Fund will execute the Supplemental Agreement as attached. If the Union, the Employer and the Fund are not able to reach agreement on the terms of the Supplemental Agreement, the Employer shall have no obligation to provide the health insurance contributions above.

In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid and/or minimize any penalties, taxes, or fines for the Employer?

(D) Plan Descriptions

Copies of the life and medical insurance contracts and any amendments shall be furnished to the Union and summary plan descriptions shall be provided to the Union and eligible employees.

(E) Dental Insurance

The Employer shall make available, subject to insurance company limitations, a dental insurance policy for voluntary employee participation. All premium contributions shall be the responsibility of the participating employee.
(F)  Retirement Plan

Effective January 1, 1998, the employer amended Luther Haven Employees’ Tax Sheltered Annuity Plan to provide a convenient way for employees to save money toward retirement and defer current income taxes. Anyone who is employed at the nursing home can contribute to the plan. After meeting the eligibility requirements the employer will make a matching contribution equal to $.25 for every dollar contributed by the employee up to four per cent (4%) of employee’s compensation. Employees are always vested (have ownership) in their own contributions, including any amounts rolled over from other plans and Luther Haven’s matching contribution.

ARTICLE 13 - HEALTH AND SAFETY

(A)  Safe Working Environment

The Employer shall provide a place of employment free from recognized hazards that are causing or likely to cause serious injury or death to any employee. The Employer and employees covered by this Agreement shall be subject to the Right To Know Act.

(B)  Safety Devices

Employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe.

(C)  Physical Examination – Mantoux Test

The cost of administration of Mantoux tests and if necessary chest x-rays shall be paid by the Employer. Such tests will be administered in accordance with applicable law.

ARTICLE 14 - LABOR-MANAGEMENT MEETING

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

ARTICLE 15 - UNIFORMS, BREAK PERIODS

(A)  Uniform Allowance

A uniform allowance in the amount of $20.00 shall be paid to a new employee following completion of the required probationary period. Thereafter, full-time employees shall be paid $50.00 per year and part-time employees $35.00 per year. Such payments shall be made on or about the first of the month following employee’s anniversary date of employment.
If the Employer requires employees to wear an identifying device, such device shall be furnished by the Employer without cost to the employee.

(B) **Dining Facility**

A dining room shall be available for the convenience of the employees.

(C) **Break Time and Meal Periods**

1. Employees shall receive one fifteen (15) minute paid break for each four (4) hours work period.

2. Each employee scheduled to work a shift of six (6) continuous hours or more shall receive one-half hour unpaid meal period.

**ARTICLE 16 - MISCELLANEOUS**

(A) **Definitions**

*Full-time employees:* Employees who regularly work sixty-four (64) hours during a two week pay period shall be classified as full-time employees.

*Part-time employees:* Employees who regularly work less than sixty-four (64) hours during a two week pay period shall be classified as part-time.

*Casual employees:* Employees who are not regularly scheduled but who work during emergencies or as temporary replacements. Casual employees are not eligible to receive compensated leaves, PTO or insurance benefits. The Nursing Home may exclude employees from the casual list after three months if employee is not called by Nursing Home for work. This provision excludes seasonal employees. Employees will provide to the Employer two weeks written notice in the event the employee desires to move from regular employment to casual status. Inclusion on the casual list shall be subject to the needs and requirements of the Nursing Home.

Casual employees are required to work a minimum of 1 weekend (2 shifts) per month, if needed, at the discretion of the Nursing Home. This provision shall not apply to seasonal employees, snowbirds from the period of November 1 through April 30 or college students.

(B) **Breakage**

The Employer shall not charge employees for breakage of employer property unless such damage was intentional and caused by willful and deliberate actions of the employee.

(C) **Personnel Files**

An employee shall be entitled to inspect her/his personnel file including, but not limited to, performance appraisals, disciplinary notices or records and attendance. Such review shall be at reasonable times outside of work hours and with proper notice to the Employer.
(D) **Applicable Laws**

Nothing contained in this Collective Bargaining Agreement shall be construed to impair any of the rights of the Employer, the Union or the employees under any of the applicable State or Federal laws.

(E) **Change of Status**

A change in status from one classification to another, shall not work a forfeiture of earned benefits, nor a loss of a credited standing to earn benefits. When employee changes status from full-time to part-time or vice versa, the employee shall earn benefits according to the applicable provisions of this Agreement.

(F) **Classification Changes**

If an employee moves laterally from one class to another, the employee will be placed on the same step and carry the same number of hours for salary schedule advancement.

If an employee moves to a lower class, the employee will be placed on the same step on the new salary schedule and will maintain the number of hours towards eligibility for next step increase.

**ARTICLE 17 - EDUCATIONAL LEAVE**

In the event the Employer requires an employee to attend a program or course, the Employer shall pay the employee at the applicable rate of pay for all hours attending such course and shall reimburse the employee for tuition and mileage.

**ARTICLE 18 - SCOPE OF AGREEMENT**

This Agreement constitutes the entire agreement of the Employer and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by both parties.

**ARTICLE 19 - NOTIFICATION OF SALE OF FACILITY**

When practicable, the Employer shall notify the Union two weeks in advance of the effective date of a sale and shall provide the name and address of the future owner.

**ARTICLE 20 - CONTRACT DURATION**

This Agreement shall be effective as October 1, 2017 and will be in full force and effect through and including December 31, 2020, and will continue 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 September 30 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 this 1st day of March, 2018.

Luther Haven Nursing Home
By [Signature]

SEIU Healthcare Minnesota
By [Signature]
Letter of Understanding
between
Luther Haven Nursing Home
and
SEIU Healthcare Minnesota

This Letter of Understanding is entered into between Luther Haven Nursing Home and SEIU Healthcare Minnesota. Pursuant to the Minnesota Department of Health requirement that nursing home employees obtain a specific number of Continuing Education Units (CEUs) per year and the utilization by Luther Haven Nursing Home of an internet-based program which provides employees with education qualifying for CEUs, the parties agree as follows:

1. After an employee’s completion of the annual required number of CEUs through the internet-based education program, the employee shall be provided with an Internet CEU Stipend in the amount of the regular hourly rate of pay multiplied by the annual CEU requirement. (Example: 8-hour annual CEU requirement = stipend of 8 hours at regular hourly rate of pay.)

2. Employees may complete the internet-based education program CEUs at the Luther Haven Nursing Home facility or at a different location at the discretion of the employee.

3. An employee must complete the internet-based education program CEUs outside the employee’s regular working hours.

4. Article 11 – Wages, Section (E) In-Service Meetings shall not apply to the completion of CEUs through an internet-based education program.

5. Employees shall not be provided with overtime compensation for the completion of CEUs through an internet-based education program in accordance with 29 C.F.R. § 785.27 and Wage and Hour Opinion (WH-504) October 23, 1980.

By
Luther Haven Nursing Home

By
SEIU Healthcare Minnesota

Date 3/7/18
Date 3/7/18
Letter of Understanding
between
Luther Haven Nursing Home
and
SEIU Healthcare Minnesota

This Letter of Understanding is entered into on a pilot basis effective October 1, 2017 through December 31, 2020 and includes the express agreement between the parties that the Employer may unilaterally terminate this Letter of Understanding if it determines that it is not effectively working.

Subject to the conditions set forth below, full-time employees who have worked a minimum of 40,000 hours and who are scheduled every-other weekend will be eligible for one scheduled weekend off per calendar year without arranging for their own substitute. The calendar year shall be calculated as October 1, 2017 through December 31, 2020.

1. The weekend shall not be a holiday weekend (defined by Saturday and Sunday).

2. Only one employee per department can request a particular weekend off.

3. The employee must request the weekend off in accordance with the regular policy of the Employer.

4. The Employer and the Union agree to meet in the Labor Management Committee to review the circumstances in the event the Employer indicates it is terminating the plan because it is not working successfully. In addition, during the first quarter of 2020, in the event the plan is not previously terminated, the Employer and the Union will discuss whether or not the plan should be expanded or modified.

By [Signature]
Luther Haven Nursing Home

By [Signature]
SEIU Healthcare Minnesota

Date 3-7-18

Date 3/7/18
MEMORANDUM OF AGREEMENT
DRUG AND ALCOHOL TESTING

This Memorandum of Agreement is entered into between the Luther Haven Nursing Home (hereafter "Nursing Home" or "Employer") and SEIU Healthcare Minnesota (hereafter "Union").

WHEREAS, the Nursing Home and the Union are parties to a Collective Bargaining Agreement; and

WHEREAS, the Nursing Home wishes to provide written guidelines in compliance with applicable Minnesota Statues for requesting or requiring Employees and applicants to undergo drug and/or alcohol testing; and

WHEREAS, the Nursing Home prohibits and Employee from being under the influence of any illegal drug or alcohol while the Employee is working or while the Employee is on the Employer’s premises or operating the Employer’s vehicles, machinery, or equipment; and

WHEREAS, the Nursing Home prohibits an Employee from the use, possession, manufacture, distribution, dispensing, selling or transfer of illegal drugs, alcohol or drug paraphernalia while the Employee is working or while the Employee is on the Employer’s premises or operating the Employer’s vehicles, machinery or equipment.

NOW, THEREFORE, the Nursing Home and Union agree as follows:

1. Persons Subject To Testing: All Employees and applicants are subject to testing under applicable sections of this Memorandum Agreement. The Employer will request or require an Employee or applicant to undergo drug or alcohol testing only under the circumstances described in this Agreement.

2. Circumstances for Drug or Alcohol Testing:

   a. Reasonable Suspcion Testing: The Employer may request or require an Employee to undergo drug and alcohol testing if the Employer has a reasonable suspicion related to the Employee’s job performance that the Employee:

      1. Is under the influence of drugs or alcohol while the Employee is working, or is on the Employer’s premises, or operating the Employer's vehicles, machinery, or equipment.

      2. Has violated the Employer’s rules regarding use, possession, sale or transfer of drugs, alcohol or drug paraphernalia while the Employee is working, or is on the Employer’s premises, or operating the employer’s vehicles, machinery or equipment.
3. Has sustained a personal injury as defined in Minnesota Statute § 176.011, subdivision 16, or has caused another person to die or sustain a personal injury.

4. Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

b. **Treatment Program Testing:** The Employer may request or require an Employee to undergo drug and/or alcohol testing if the Employee has been referred by the employer for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an Employee benefit plan, in which case the Employee may be requested or required to undergo drug and/or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

c. **Applicant Testing:** The Employer may request or require a job applicant to undergo drug and alcohol testing provided a job offer has been made to the applicant and the same test is required or requested of all job applicants conditionally offered employment for that position.

3. **Refusal to Undergo Testing:**

   a. An Employee or applicant has the right to refuse to undergo drug and alcohol testing. If an employee or applicant refuses to undergo drug or alcohol testing requested or required by the Employer, no such test shall be given.

   b. Consequences or Refusal: If an Employee refuses to undergo drug or alcohol testing requested or required by the Employer, the Employee shall be discharged from employment on grounds of insubordination. If an applicant refuses to undergo drug or alcohol testing requested or required by the Employer, the conditional job offer will be withdrawn.

   c. Refusal on Religious Grounds: An Employee or applicant who refuses to undergo drug or alcohol testing of a blood sample based on religious grounds shall not be deemed to have refused if the Employee or applicant submits to a urine sample. However, if the Employee or applicant also refuses to undergo drug or alcohol testing of a urine sample, the Employee or applicant shall be deemed to have refused to submit to drug or alcohol testing and shall be subject to the provisions of section a and b above.

4. **Procedure for Testing:**

   a. **Notification Form:** At the time the employer request an Employee or applicant to undergo drug or alcohol testing, the Employer shall provide the individual with a form on which to:
1. Acknowledge the individual has seen a copy of the Employer’s drug and alcohol testing article; and,

2. Indicate consent to undergo the drug and alcohol testing.

b. Chain of Custody: The testing facility shall maintain a written record of the chain of custody of the sample and ensure proper handling.

c. Laboratory: all drug and alcohol testing shall use the services of a testing laboratory qualifying under Minnesota Statute however, no test shall be conducted by a testing laboratory owned and operate by the Luther Haven Nursing Home.

d. Methods of Analysis: The testing laboratory shall use methods of analysis and procedures to assure reliable drug and alcohol testing results, including standards for initial screening tests and confirmatory tests.

e. Test Results: The testing laboratory is required to prepare a written report indicating the drugs, alcohol, or their metabolites tested for, the types of tests conducted and whether the test produced negative or positive test results. The testing laboratory shall disclose that report to the Employer and the Employee or applicant within five (5) calendar days after obtaining a negative result on the initial screening test or, if the initial test was positive, within five (5) calendar days after a confirmatory test.

f. Notice of Test Results: Within three (3) working days after receiving the test result from the testing laboratory, the Employer shall inform, in writing, an Employee or applicant who has undergone drug or alcohol testing of:

1. A negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

2. The right to request and receive from the Employer a copy of the test result report.

3. The right to submit information to the Employer after notice of a positive test result to explain that result. The employer may request that the Employee or applicant indicate any over-the-counter or prescription medications that the employee or applicant is currently taking or has recently taken or any other information relevant to the reliability of or explanation for a positive test result.

4. The right to submit a written notice to the Employer within five (5) working days after notice of a positive test result, that the Employee or applicant intends to obtain a confirmatory re-test of the original sample at the Employee’s or applicant’s own expense at the original laboratory or another licensed testing laboratory. If a confirmatory re-test is conducted in accordance with Minnesota Statutes, and the confirmatory re-test does
not result in a positive test result there shall be no adverse employment action based on the original confirmatory test.

g. Notice to Employees Receiving Positive Test Results on a Confirmatory Test:
An Employee receiving a positive test result on a confirmatory test shall be notified by the Employer of the following rights of the Employee. This notice shall be provided to the Employee at the same time the Employer provides the notice required in section f above.

1. First Positive Test Result:

   i. The Employer may discharge an Employee for whom a positive test result on a confirmatory test was the first such result for the employee. However, the Employer may not discharge the Employee from employment unless the following conditions have occurred:

      (a) The Employer has first given the Employee an opportunity to participate in, at the Employee’s own expense or pursuant to coverage under an Employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the employer after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency, and

      (b) If the Employee refuses to participate in the counseling or rehabilitation program, the Employee shall be discharged from employment, or

      (c) If the Employee has failed to successfully complete the counseling or rehabilitation program, the Employee shall be discharged from Employment. Withdrawal from the program before its completion or a positive test result on a confirmatory test after completion of the program will be considered evidence the Employee failed to successfully complete the program.

   ii. However, the Employer may discipline but not discharge an Employee for whom a positive test result on a confirmatory test was the first such result for the Employee.

2. Second Positive Test Result:

   i. Where an Employee tests positive on a confirmatory test for the second time for alcohol or drug use, the Employer will discharge the Employee.
3. An Employer may temporarily suspend the tested employee pending the outcome of the confirmatory test and confirmatory re-test, if requested, provided the Employer believes it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory re-test is negative.

5. **Procedure for Testing:**

   a. The Employer will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee solely on the basis of a positive test result from the initial screening test that has not been verified by a confirmatory test.

   b. The Employer shall observe Employee rights under applicable sections of this Agreement.

   c. Nothing in this article limits the right of the Employer to discipline or discharge an Employee on grounds other than set forth herein.

6. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

**IN WITNESS WHEREOF,** the parties have caused this Memorandum of Agreement to be executed this ___ day of ___ , 2018.

SEIU HEALTHCARE MINNESOTA

[Signature]

LUTHER HAVEN NURSING HOME

[Signature]
Letter of Understanding
between
Luther Haven Nursing Home
and
SEIU Healthcare Minnesota

This Letter of Understanding is entered into between Luther Haven Nursing Home and SEIU Healthcare Minnesota and includes the express agreement between the parties.

1. Effective the first day of the first pay period following ratification of the contract through December 31, 2020, an employee regularly scheduled every other weekend, including Copper Glen employees, who picks up an open or unfilled weekend shift shall receive a $20 bonus per shift.

2. For shifts less than 8 hours, the $20 bonus shall be prorated.

3. To be eligible for the open or unfilled weekend shift bonus, the following requirements apply:
   a) The employee may not be tardy as defined in Attendance Policy;
   b) The employee may not leave early or call in during the pay period;
   c) After the pickup bonus is approved, the employee may only trade a shift during the pay period, with the exception of the weekend shift for which the employee received the bonus; and
   d) After the pickup bonus is approved, the employee may not call in during the pay period.

By [Signature]
Luther Haven Nursing Home
Date 3-7-18

By [Signature]
SEIU Healthcare Minnesota
Date 3/1/18
APPENDIX A – WAGES

(Effective Date of Increase October 1, 2017 _S.25 Inc. from Appendix H)
(+ additional $0.50 for LPN)

Employees hired on or after October 10, 1988

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<tr>
<th></th>
<th>Start</th>
<th>2,000 hrs.</th>
<th>4,000 hrs.</th>
<th>6,000 hrs.</th>
<th>8,000 hrs.</th>
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Care Helper and Dining Room Assistants – Minimum Wage

*Team Pay of $0.30 was built into the base wages for LPNs
(Effective Date of Increase January 1, 2019 _5.20 Inc. from Appendix I)

Employees hired on or after October 10, 1988

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Care Helper and Dining Room Assistants – Minimum Wage

*Team Pay of $0.30 was built into the base wages for LPNs
(Effective Date of Increase January 1, 2020 _$.20 Inc. from Appendix J)

Employees hired on or after October 10, 1988

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Care Helper and Dining Room Assistants – Minimum Wage

*Team Pay of $.30 was built into the base wages for LPNs
Letter of Understanding

Between

Luther Haven Nursing Home

And

SEIU Healthcare Minnesota

This Letter of Understanding is entered into between Luther Haven Nursing Home (hereafter “Nursing Home” or “Employer”) and SEIU Healthcare Minnesota (hereafter “Union”).

WHEREAS, the Nursing Home and the Union are parties to a collective bargaining agreement effective October 1, 2017 through December 31, 2020;

WHEREAS, the Nursing Home has expressed a desire to increase its monthly insurance premium contributions toward Employee and Spouse coverage; Employee and Child coverage; Employee and Children coverage; and Family coverage.

NOW, THEREFORE, the Nursing Home and Union agree as follows:

1. Article 12 Insurance Benefits (C) Insurance shall be modified as follows:

For Employee only coverage, the Employer will contribute $500.00 per month toward the health insurance premium of the category of coverage selected by an eligible and participating employee. Effective January 1, 2019, the Employer will contribute $525.00 per month and effective January 1, 2020, the Employer will contribute $550 per month toward the health insurance premium of Employee only coverage selected by an eligible and participating employee.

Effective January 1, 2018, the Employer will contribute $886.00 per month toward the health insurance premium of Employee and Spouse coverage; $538.00 per month toward the health insurance premium of Employee and Child coverage; $736.00 per month toward the health insurance premium of Employee and Children coverage; and $1,122.00 per month toward the health insurance premium of Family coverage selected by an eligible and participating employee. Effective January 1, 2019 and January 1, 2020, the Employer contributions toward shall be 70% of the total monthly premium for Employee and Spouse coverage, Employee and Child coverage, Employee and Children coverage, or Family coverage, respectively, dependent upon the coverage selected by an eligible and participating employee.

The Employer shall not be obligated to contribute more towards the Employer portion of the health insurance premium.
2. These additional Employer contributions toward premiums as set forth in this Letter of Understanding shall only remain in effect as long as the State of Minnesota continues to allow for 100% pass through reimbursement to the Nursing Home.

3. These additional Employer contributions toward premiums shall be for participants choosing a coverage option, other than Employee only coverage, in either the ALICO Bronze Plan or the ALICO Silver Plan.

4. The Employer shall provide thirty (30) calendar days notice to the Union if the State of Minnesota announces it will no longer reimburse health insurance costs at 100%. On the first day of the next calendar month following the thirty (30) day notice, the Employer may revert back to the contributions set forth in Article 12 of the collective bargaining agreement.

5. At no time shall employee monthly contributions exceed those set forth in Article 12 of the current contract.

6. This Letter of Understanding represents the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Letter of Understanding to be executed this 13 day of March, 2018.

SEIU HEALTHCARE MINNESOTA

[LSEIU Healthcare Minnesota Signature]

LUTHER HAVEN NURSING HOME

[Luther Haven Nursing Home Signature]