Master Collective Bargaining Agreement

Between

Estates at Excelsior
Estates at Fridley
Estates at Roseville
Estates at St Louis Park

And

SEIU Healthcare Minnesota

Effective
March 1, 2018

Through
February 28, 2021
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Article 1.  
PREAMBLE

This Agreement, is made and entered by and between The Estates at St Louis Park, The Estates at Roseville, The Estates at Excelsior and the Estates At Fridley (hereinafter referred to as the "Employer") and its successors and Minnesota’s Healthcare Union SEIU Healthcare Minnesota (hereinafter referred to as the "Union").

Article 2.  
RECOGNITION

A. Estates at Roseville

The Employer recognizes the Union as the sole representative of its regularly scheduled nonprofessional employees in the bargaining unit certified by the National Labor Relations Board in Case Number 18-RC9336, said bargaining units including all regular full-time, regular part-time, and casual certified nursing assistants, trained medication aides, housekeeping aides, kitchen aides, maintenance, cooks, activity assistants, activity aides, laundry aides, adult day program aides, therapeutic recreation specialists, and employed by the Employer at its Roseville, Minnesota facility; excluding managerial employees, office clerical employees, all other employees, guards, and supervisors as defined in the National Labor Relations Act. Such recognition is mutually made for the express purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified.

B. Estates at St Louis Park

The Employer recognizes the Union as the sole representative of the employees in the bargaining unit certified by the National Labor Relations Board in Case Number 18-RC-169850, said bargaining unit including all full-time and regular part-time and casual Registered Nurses (RNs), Certified Nursing Assistants (CNAs), Nursing Assistants Registered (NARs), Trained Medication Aides (TMAs), Health Unit Coordinators (HUCs), Licensed Practical Nurses (LPNs), Cooks, and Dietary Aides, and hospitality aides employed at the Employer’s 3201 Virginia Ave S, St. Louis Park, MN 55426 location; excluding all other employees, managers, and guards and supervisors as defined by the Act. Such recognition is mutually made for the express purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified.

C. Estates at Fridley
The Employer recognizes the Union as the sole representative of its regularly scheduled non-professional employees in the bargaining unit certified by the National Labor Relations Board in case number 18-RC-16062 said bargaining unit including all full-time part-time and casual registered nursing assistants, dietary aides, cooks, and; excluding office clerical employees, professional employees, technical employees, managerial employees, guards and supervisors as defined in the National Labor Relations Act. Such recognition is mutually made for the express purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified.

D. Estates at Excelsior

The Union shall be the sole representative of all the casual, part-time and full-time non-professional employees of said Employer in the classifications set forth in the appendix hereof and within the bargaining unit certified by the National Labor Relations Board (18-RC-8352), or previously agreed upon by the parties excluding RNs, LPNs, managerial employees, office/clerical employees, temporary employees, guards and supervisors as defined in the NLRA.

The Employer recognizes the Union as the sole representative of its regularly scheduled professional employees in the bargaining unit certified by the National Labor Relations Board in Case Numbers 18 RC 136 72 and 18 RC 136 73; said bargaining unit includes all full-time, regular part-time, and casual registered nurses and licensed practical nurses employed by the Employer at its Excelsior, Minnesota facility; excluding managerial employees, office clerical employees, all other employees, temporary and casual employees, guards and supervisors as defined in the Act, and specifically excluding the resident care coordinator. Such recognition is mutually made for the express purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified.

E. No Change to Defeat Agreement

No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No classification or title shall be changed or created, and no employee transferred or promoted, either to positions covered by this Agreement or outside it except upon at least ten (10) days written notice, or as soon thereafter as possible in cases of emergency, to the Union prior to the effective date of the same, which notice shall specify in detail the proposed change, establishment or transfer.

F. No Contradictory Rule

The Employer agrees not to enter into any agreement or contract with its employees (who are in the classifications herein noted), either individually or collectively, which conflicts with any of the provisions of this contract. No statement or rule shall be made or established by the Employer or the Union which conflicts with or contradicts any of the provisions of this contract.
G. Non Discrimination

No employee covered by this Agreement will be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union will discriminate against any employee covered by this Agreement on account of race, color, religion, national origin, age, marital status, gender, sexual orientation, handicap, ethnicity, status with regard to public assistance, service in any United States Military, or any other protected status.

Article 3.
UNION SECURITY

3.1 There is a Collective Bargaining Agreement between the Employer and SEIU Healthcare Minnesota, Minnesota’s Healthcare Union 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:

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

- Employees may choose not to become a Union member and pay monthly fees. These Employees shall not be able to attend membership meetings or participate in contract negotiations.

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. 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.

3.2 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 standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Employees covered by this Agreement who elect not to become Union members shall pay to the Union a monthly service fee equal to the standard monthly dues paid by Union members.

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 and shall be paid by the tenth (10th) day of each month.

Any employee who is delinquent in making payments of the Collective Bargaining Fee, required herein, for more than thirty (30) days shall be subject to termination by the Employer. The Union shall provide written notice to such employee of the delinquency and provide the employee with sufficient opportunity to correct the delinquency. The Union shall provide copies to the Employer of any warning notice sent to such employee; a reasonable time prior to any demand for discharge for non-payment and the Employer shall terminate the employee within three (3) business days after receipt of written notice from the Union to the Employer of such delinquency. The Union shall save the Employer harmless from any claims of an Employee so terminated.

3.3 Dues Deductions

The Employer agrees to deduct Union dues and initiation fees, or comparable enrollment and service fees for employees electing not to become Union members, from the wages of employees who voluntarily provide the Employer with a written authorization to make such deductions. The written authorization shall be irrevocable for a period of one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from the wages of employees in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the 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. The Employer will work with the Union to implement changes in dues and fees deductions in a reasonable time after notification of such changes.

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

In 2018 the Union will move to a dues percentage formula. The Employer and the Union shall collaborate in any changes needed to facilitate the implementation of a new process.

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

The Employer will furnish the Union with a list of employees for whom deductions are made.
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 Employer shall implement and adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, timing and procedure for revocation, window periods, and amount of dues deducted agreed to by the employee as stated in the authorization, 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.

3.4 Employee Lists

Each month, the Employer will send the Union a list with the following information for bargaining unit employees and positions:

- New Hires: name, hire date, address, phone number(s), cell phone number(s), email(s), social security number, classification, shift, unit or department, rate of pay, and number of hours worked per pay period.

- Non-Contract: name, social security number, date of job transfer, position the employee is transferring from and into, new hire information for those employees new to the bargaining unit.

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

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

- Changes: name changes, address changes, phone number changes, changes in hours per pay period, change in classification, shift, unit or department, any other changes affecting union membership or dues, and social security number.
• Hourly Reports: monthly lists of all employees in the bargaining unit with actual hours worked by pay period/month, total wages, along with name, social security number and period the hours cover.

• Seniority List: one list of all employees in the bargaining unit by seniority with compensated hours and one list alphabetically to be sent two times per year – January and July and at any time requested by the Union.

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

3.6 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.

3.7 The Employer agrees to provide the Union copies of job descriptions for all classifications covered under the Collective Bargaining Agreement when substantial changes occur.

**Article 4**

**MANAGEMENT RIGHTS**

Except as specifically limited by the express written provisions of this Agreement, the management of the health care facility and the direction of the working forces shall be deemed the sole and exclusive function of the Employer. Such rights of management and direction include the following:

a. Hire, layoff, demote, promote, transfer, discharge or discipline for just cause.

b. Require observance of posted or published health care facility work rules and regulations.

c. Assign and delegate work.

d. Determine quality and quantity of work performed.

e. Maintain and improve efficiency.

f. Direct the work force.

g. Determine the number of hours to be worked.

h. Determine the materials, means and type of services provided.

i. Determine the methods, supplies and equipment to be utilized.

j. Determine methods of compliance with federal and state regulations affecting health care facilities.

k. Discontinue jobs because of valid management and economic reasons.

l. Decide Employee qualifications consistent with federal and state standards, and

m. Manage and administer the Employer’s operation.

And, in all respects, carry out in addition, the ordinary and customary functions of management, except as specifically altered or modified by the terms of this Agreement or changes to conditions of employment as bargained with the Union.
Article 5
UNION REPRESENTATION

5.1 Union Representatives

The Employer recognizes Representatives of the Union as the proper authority to adjust with the Employer any controversy between the parties to the contract as to the meaning and application of the provisions of this Agreement, and to resolve disputes arising out of the administration of the Agreement. The Union shall notify in writing to the name of the representative assigned to the Employer’s facility.

5.2 Union Access

An official representative of the Union will be permitted to visit the Nursing Home to ascertain that the provisions of this Agreement are being observed, and to confer with employees covered by this Agreement during their non-work time and in non-work areas. Such visits will not interfere with the Employer’s operation of the Nursing Home or the performance of employees’ duties, and the Union representative shall inform the Administrator or Director of Nursing Services of the visit either prior to or upon entering the Nursing Home’s premises.

5.3 Bulletin Boards

The Employer will furnish a bulletin board(s) for the use of the Union in communicating with employees. Such Bulletin Boards shall be located in the break room and by timeclocks. Official Union notices containing no inflammatory comment may be posted. Notices or literature other than that for the normal conduct of the Union’s business must first have the Employer’s approval.

5.4 Stewards/Leaders

The Union shall have the right to appoint Stewards/leaders in the Nursing Home, who shall be recognized as the representative of the Union for all matters arising under this Agreement as may be delegated to them by the Union. The Union shall advise the Employer as to the identity of the Stewards/Leaders in writing. In no instance shall the Stewards/Leaders be discriminated against for discharging such duties, provided such duties do not unreasonably interfere with the regular performance of their work for the Employer.

It is the philosophy of Labor and Management that a cooperative relationship is in the best interest of the parties. To this extent, stewards/Leaders shall be allowed adequate time on the clock to investigate issues that could lead to or are grievances or to attend Labor Management or grievance meetings with prior approval of the supervisor, in an effort to resolve problems expeditiously.

The Union will furnish to the Employer a complete list of Stewards/Leaders, which shall be amended from time to time as may be necessary. Stewards/Leaders shall be entitled to a leave of two (2) days each calendar year for Steward/Leader Training and Education. The Union must
notify the Employer at least two (2) in advance thereof. If requested by the Employer, the Steward/Leader shall present the Employer with written evidence from the Union that the Steward/Leader has used the leave for the purpose for which the leave was intended. Such leave time will not be compensated by the Employer.

The Employer shall allow a Steward/Leader thirty (30) minutes on paid time, into new employee orientation for the purpose of informing new employees as to the identity of Union Stewards/Leaders, to inform new hires about the Union, and to answer questions. The Employer shall provide a list of new employees to the Steward/Leader one week or as soon thereafter as possible, ahead of orientation.

Article 6
LABOR MANAGEMENT MEETINGS

The Company and the Union, as evidence of attitude and intent, agree that during the life of this Agreement individuals from both parties be designated, in writing, by each party to the other for the purpose of meeting at the call of either party at mutually agreeable times and places so as to appraise the other of problems, concerns, suggestions, ideas, etc., related to the facility(s); the work force and resident services; all to promote better understanding with the other.

Such meetings may only be for the purpose of individual facility meetings.

For employees scheduled to work at the time of the meetings, the employees shall be on work time. Such meetings shall not be for the purpose of initiating or continuing collective bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement and such meetings shall be exclusive of the grievance and arbitration proceedings in this Agreement as grievances shall not be considered proper subjects at such meetings. Meetings may be established or facilitated with the assistance of FMCS by mutual agreement.

Article 7
GRIEVANCE AND ARBITRATION

All complaints, disputes, controversies or grievances arising between the Employer and the Union, or any employee covered by this Agreement on or after the effective date of this Agreement, which involve only questions of interpretation or application of any of the provisions of this Agreement, shall be adjusted by and between the parties in the manner provided herein.

For purposes of this Article, a day is a workday other than Saturday, Sunday or a holiday recognized by this Agreement. Responses and filings shall be counted beginning the day after a response or filing is received.

Any grievance based upon the suspension or discharge of an employee shall be referred directly to Step 2 of this procedure within seven (7) days following the suspension or discharge.
The Employer and the Union recognize the best resolutions are handled quickly and directly with an employee’s immediate supervisor. We encourage employees to orally discuss any issue with their immediate supervisor or management to resolve it first. Orally attempting to resolve an issue does not preclude an employee from formally filing a grievance.

Step 1: Notice of a grievance shall be given by the aggrieved party to the appropriate department head or designee within ten (10) days after the occurrence of such grievance (except that as to grievance over wages, hours, vacations and days off, such notice shall be timely if given within twenty (20) days after the regular pay day for the period in which the alleged violation occurred). The written grievance shall state the Article and Section of the Agreement alleged to have been violated or past practice, the nature of the violation, the remedy or correction to be desired, and it shall be signed and dated by the employee, the Union Representative or the Steward/Leader involved. The department head or designee will answer all written grievances in writing within five (5) days.

Step 2: If the grievance is not settled in Step 1, the written grievance must be submitted to the Administrator or designee within ten (10) days following receipt of the answer from department head. The Administrator or designee shall reply in writing to the employee and the Union Representative or Steward/Leader within ten (10) days after receipt of the grievance.

Upon mutual agreement, the parties may meet to discuss the grievance prior to responding to the grievance.

Step 3: If the grievance is not settled at Step 2, it may be submitted to the Employment/Labor Relations Manager or his /her designee within ten (10) days after receipt of the answer in Step 2. The Employment/Labor Relations Manager or his /her designee shall answer in writing to the employee and the Union Representative within ten (10) days after receiving such grievance.

Mediation. The grievance may be referred to mediation at any time by mutual Agreement. Such mediation shall be referred to Federal Mediation and Conciliation Service for assignment and shall be non-binding expect by mutual agreement.

Step 4: If the Employment/Labor Relations Manager, or designee’s (written) answer to the grievance does not result in a satisfactory resolution of the grievance, it may be submitted to arbitration within ten (10) days.

1. Should the Employer and the Union fail to agree on an arbitrator, the party requesting the arbitrator shall request a panel from Federal Mediation and Conciliation Service from which an arbitrator shall be selected by the parties.
2. The Service shall nominate a list of five (5) impartial arbitrators and furnish copies of such list to both parties.

3. The party who initiated the arbitration proceedings shall, within five (5) days of the receipt of such list, strike two (2) names from said list and notify the other party in writing of the names so stricken.

4. The other party shall, within five (5) days, strike an additional two (2) names from said list and notify the first party in writing of the names so stricken.

5. The party requesting arbitration shall notify Federal Mediation and Conciliation Service of the action taken and notify the arbitrator of the request for a hearing.

6. Hearing and Decision of Arbitrator - The arbitrator shall meet at a time and place agreeable to the parties, and proceed to hear the parties and the witnesses with as much dispatch as possible. The decision of the arbitrator shall be in writing, and shall be final and binding. The Employer and the Union shall share equally the expenses of the arbitrator and all other agreed upon expenses. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the 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 issues.

7. The time limits specified in this Article may be waived or modified by mutual written agreement of the parties at any time. Absent such written agreement, the time limits contained herein shall be strictly construed.

8. All notices required herein shall be in writing.

9. Nothing contained in the Agreement shall be construed to impair any of the rights of the Employer, the Union or the employees under the laws of the State of Minnesota.

10. Employer Grievances

Where and as the Employer believes that the Union through its agents, representatives or members is (are) not in compliance to the provisions of this Agreement, the Employer shall have standing to raise such determination as a Grievance before duly authorized representatives of the Union. Such grievances shall be set forth in writing and served on the
Union’s local business office. The Union agrees, on the receipt of the Employer grievances, to hold a meeting within ten (10) workdays in an effort to amicably settle the dispute. In the event the matter is not settled at the local level the Employer may take the matter to a mutually agreed upon higher level for consideration.

**Article 8**

**DISCIPLINE/DISCHARGE/SUSPENSION/QUITS**

8.1 **No Discharges Without Just Cause**

The Employer shall not discharge, or suspend an employee without just cause or as a result of a previous corrective action where suspension or termination was noted as action to be taken for future concerns.

The term “just cause” shall include but not be limited to:

- a. Dishonesty.
- b. Incompetence.
- c. Racial intolerance.
- d. Intoxication or drinking intoxicating beverages on the job.
- e. Failure to notify Employer to be excused from work.
- f. Use of illegal drugs.
- g. Falsification of patients’ and/or time card records.
- h. Theft on the premises.
- i. Giving confidential information pursuant to Minnesota Statute Section 144.651 (The Bill of Rights for Patients and Residents of Health Care Facilities).
- j. Violating patient’s rights pursuant to Minnesota Statute Section 144.651 (The Bill of Rights for Patients and Residents of Health Care Facilities).
- k. Violence on the premises.
- l. Gross insubordination.
- m. Proven cases of physical or psychological abuse of any resident in any form or degree (in accordance with established state statutes).
- n. Violation of any applicable federal or state law or rule, or interpretation thereof, affecting residents’ rights or licensure, certification or other legal obligation of the Employer.

8.2 **Discharge/Suspension Notices/Copies to Union**

A written notice of any discharge, suspension, or disciplinary action shall be given the employee and a copy thereof shall be sent to the Union, unless the employee requests such copy not be sent to the Union. The Union may file a written grievance relating to such discharge, suspension or disciplinary action in strict accordance with the “Grievance and Arbitration” article herein. The Employer may require an employee to sign as having received any disciplinary notices and it is the employee’s duty to do so. Such a signature in receipt of said notice implies neither acceptance of nor agreement to the discipline, only that the notice was received.
8.3 Disciplinary Meetings

An employee upon his/her request shall have the right to a Union representative present during Weingarten and written disciplinary meetings. The Employer shall attempt to utilize the choice of the employee but it must not interfere with operations. The representative is there as an observer only and shall not insert themselves into the process except to ask clarifying questions.

8.4 Suspension – Time Limits

Disciplinary suspensions shall not exceed three (3) scheduled days of work.

8.5 Investigatory Leaves

An employee may be placed on an investigatory leave without pay up to five (5) days pending the conclusion of an investigation. The Employer will consider any investigatory leave over three (3) days as days worked by the employee and will pay the employee his/her usual wages for scheduled days missed. If the Employer does not discipline, suspend or terminate the employee, they shall be compensated for all scheduled time missed.

In cases of abuse and neglect in which the State must conduct its own investigation the Employer will notify the Union. In this circumstance the paragraph above shall be waived and the employee will be placed on an unpaid leave of absence until the conclusion and decision by the State. If the Employer does not suspend or terminate the employee, the employee shall be compensated for all normally scheduled time missed. The employee will be returned to their previous position.

8.6 Quit

It is an expectation that an employee who desires to terminate his/her employment give at least two (2) weeks written notice of his/her intention.

8.7 Attendance

For the purposes of attendance multiple day absences shall be counted as a single occurrence. Multiple absences for the same reason (when an employee works between absences), with documentation, shall be counted as a single occurrence.

Article 9
CLASSIFICATION OFEMPLOYEES
9.1 Definitions

ALL employees are classified into one of the following categories of employment:

Full-Time Employee: A full-time employee is one who is regularly scheduled an average of 60 hours or more per pay period and is eligible for all benefits including holiday pay if worked and straight time if holiday not worked.

Part-time with benefits: A part-time employee with benefits is one who is regularly scheduled an average of 40 hours to 59.99 hours per pay period and eligible for all benefits including holiday pay if worked and 401k.

Part-time without benefits: A part-time employee without benefits is one who is regularly scheduled an average of 39.99 hours or less per pay period and is not eligible for benefits except for holiday pay if worked and 401K.

Casual: A casual employee is one who has no regular schedule and receives no benefits except for holiday pay if worked and 401k. Casual employees are required to work a minimum of two weekend shifts in a three (3) month period and two holidays per year, one being either Thanksgiving or Christmas, rotating, when hours are available. Casual employees will be terminated if they work no hours in a 3 month period.

Employees must work an average of 60 hours or more per pay period to be eligible for health insurance, subject to ACA guidelines.

10.1 Nursing Home Seniority

For the purpose of wage increments, vacation benefits, and sick leave benefits, seniority shall be the period of continuous employment with the Nursing Home from the last date of hire in the facility.

Each facility in the bargaining unit shall maintain separate seniority lists.

Rehires will be given credit for previous credit for the purposes of wage increments only. They shall not progress until they have worked enough time to be eligible for the next higher progression step on the increment scale.

10.2 Classification Seniority

For purposes of layoff, recall, job promotions, vacation, holiday requests, etc., the following provisions shall apply:
1. Seniority shall be by last date of hire within an employee's classification. There shall be one seniority list for both full-time and part-time employees within each classification in each facility.

2. Employees voluntarily transferring from one classification to another shall be assigned a new seniority date which shall be the date of the transfer for the purposes of this section only. Employees transferring involuntarily as provided above, shall retain their seniority date.

3. Updated seniority lists shall be posted and copies furnished the Union annually and at other times upon request.

4. Layoff/Permanent Reduction: In reducing the number of employees or in making a permanent reduction in hours, the Employer shall do so in reverse order of seniority, except that special capabilities may be considered for positions requiring special skills. Employees shall be given fourteen (14) calendar days notice of layoff or pay in lieu thereof. Laid off employees shall be given the opportunity to return to work in a previous classification held by such on the basis of seniority the employee earned in the previous classification. Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for a period of one (1) year.

5. Job Postings: Vacancies or new positions shall be posted for five (5) days excluding Saturdays, Sundays, and Holidays, and filled in order of seniority except that special capabilities may be considered for positions requiring special skills. Qualifications for the job shall be posted by the Employer, and the posting shall include the shift, block schedule, and the number of hours for the position.

10.3 Identical Seniority Dates

In the case of two employees with identical dates of hire, the employee who has the higher employee number shall be the senior employee.

10.4 Reduction Other Than Layoff

In the event the Employer needs to reduce the number of employees scheduled on a particular shift because of a change in low resident census, the following order will be used:

Employees will be cancelled in the following order:
(a) Outside Staffing Agency employees, including Pool Staff
(b) Casual staff
(b) Overtime Shifts
(c) Ask for volunteers to take a voluntary absence day or a reduced shift
(d) Extra Shifts – by reverse seniority casuals first, then by reverse seniority Part-time employees, then by reverse seniority Full-time employees
(e) Low Need Days – when the need is not met by the above, then a full-time or part-time employee will have one of their regularly scheduled authorized shifts reduced by reverse order of seniority

The Employer will endeavor to advise an employee who is assigned a mandatory low need day at least two (2) hours notice before the beginning of low need time. Employees will have the choice to use vacation or take it without pay.

Article 11
HOURS OF WORK AND OVERTIME

11.1 Scheduling

The normal work day shall consist of seven and one-half (7-1/2) work hours within eight (8) hours, which includes a one-half (1/2) hour unpaid meal period. The Employer will normally schedule employees to work no more than six (6) consecutive days, except in cases of unexpected staffing emergencies. In such emergency cases, if an employee is required to work more than six (6) consecutive days, he/she will be compensated at time and one-half (1 ½) for all hours worked on such consecutive day and all consecutive days thereafter. Employees shall be scheduled to work every other Saturday and Sunday only, except upon mutual agreement between the Employer and employee.

11.2 Scheduling Hours of Work

The Employer will make every effort to maintain staffing levels as posted in the regular monthly work scheduled. Work scheduled shall be posted at least two (2) weeks in advance. When signing up for open shifts, employees will use the Shift Pick-Up form. The Employer will respond within twenty-four (24) hours.

Employees may exchange shifts by mutual written agreement and approval of the Employer, not to be unreasonably denied.

When assigning pick-up shifts, employees who are regularly scheduled full-time shall have the first opportunity for additional non-overtime hours on the basis of seniority, and then regularly scheduled part-time employees by seniority, then casual employees by seniority.

Next employees on the regular full-time list shall have the first opportunity for additional overtime hours on the basis of seniority, then regular part-time by seniority, then casual by seniority.

Only after such efforts have been undertaken can the Employer require overtime or utilize outside agency employees to fill vacant positions, except in cases of bona fide emergencies unforeseen by the Employer. If overtime is mandated under these procedures, it shall be distributed on the basis of seniority starting with the least senior employee.
Pool and outside agency employees may be assigned those hours where there are no bargaining unit members available. There shall be no permanent hours of work, shifts or schedules made available to temporary, pool or outside agency employees.

11.3 Extra Shift Hours

The Employer shall follow a process to offer extra hours to employees after the schedule has been posted. All extra hours shall be posted whereby employees may indicate the availability for specific extra shifts in their classification. Openings on the schedule shall be offered by seniority as follows:

a. first to qualified bargaining unit Employees who have signed the volunteer call-in list where such work would not result in overtime;
b. second to qualified bargaining unit Employees who have not signed the volunteer call-in list where such work would not result in overtime;
c. third to casual Employees where such work would not result in overtime;
d. fourth to qualified bargaining unit Employees who have signed the volunteer call-in list where such work would result in overtime;
e. fifth to qualified bargaining unit Employees who have not signed the volunteer call-in list where such work would result in overtime;
f. sixth to casual Employees where such work would result in overtime.
g. When a-f is exhausted, the Employer can offer hours to pool or Agency staff.

11.4 Immediate Needs

Any time after the seventy-two (72) hour period the Employer shall utilize the house standby list and employee phone list to fill any shifts that open up. The Employer will make every good-faith effort to contact employees in order of seniority - full time regularly scheduled employees first, then part-time regularly scheduled employees, than casual employees. If no such employee agrees to take the hours, the Employer may require employees in that classification to take the assignment. In doing so, the Employer will endeavor to use reverse seniority.

11.5 Overtime

Employees shall be paid overtime at the rate of time and one-half (1 ½ ) the employee’s regular rate of pay for time worked in excess of eight (8) hours of work in a day and/or eighty (80) hours of work in a two week pay period.

11.6 Relief Periods

All employees shall be allowed, without a reduction in pay, one (1) fifteen (15) minute rest period for each three and three-quarters (3-3/4) hours worked. Such time shall be included in the regular work day. A one-half (1/2) hour unpaid meal period shall be provided each employee scheduled to work five (5) or more hours per day. Meal periods shall be scheduled as close as possible to the middle of the employee’s shift. Relief and meal periods may not be combined with one another nor taken at the beginning or end of a shift unless approved by management.
11.7 No Split Shifts

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

No employee shall be scheduled to work without a minimum of twelve (12) hours between scheduled shifts except in cases of emergency where the required services provided to residents would be jeopardized or written request by an employee and approval by the facility Administrator. The Employer shall advise the Union of any such arrangements.

11.8 Work Week Schedules to Conform

Schedules shall be posted fourteen (14) days in advance of the employees scheduled work. Once posted, if any changes are made, the Employer shall notify affected employees in advance and attempt to accommodate employee preferences based on seniority, provided such accommodation does not require the payment of overtime.

Any proposed work week schedules shall be in conformity with this Agreement and shall be furnished quarterly to the Union upon their request.

11.9 No Time Off in Lieu of Overtime

Employees shall not be required to take time off in lieu of overtime pay. Work hours on Saturdays and Sundays shall not be increased by reason of anything contained in this Agreement.

11.10 Seniority Preference

In the establishment of 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.

11.11 Unscheduled Shifts

An employee who is called to work an unscheduled shift and arrives within one (1) hour of the call shall be paid for the entire shift.

11.12 Snow Emergency Days

Employees reporting within a reasonable length of time, not to exceed two (2) hours from the beginning of the employee’s shift on a snow emergency day, shall not be considered tardy. Snow Emergency Days shall be determined by the Employer based on school closings, travel advisories, impassable roads, etc. Employees will be allowed to use PTO to cover up to 2 hours for hours missed due to snow emergency days.
11.13 Four Hour Guarantee

Employees required to report for work on a scheduled shift will be guaranteed at least four (4) hours work or four (4) hours pay. An employee who picks up an additional shift and is cancelled and the Employer has given a good faith effort to reach the employee, shall not be eligible to receive the four (4) hours pay or work. If the Employer cannot prove good faith, the employee shall receive four (4) hours pay or work.

11.14 NAR Floating

When staffing needs require employees to float, employees shall float in the following order:
1. Pool or agency employees. Temporary staff will be assigned to open shifts only.
2. Pickups. Pickups will be assigned to open shifts only.
3. Where there are no temporary or pick up shift employees available, the least senior employees shall float where needed.

Employees with ten (10) or more years of service will not be required to float to other units within the facility unless no employees with less than ten (10) years of service are available.

**Article 12**

**HOLIDAYS**

12.1 Recognized Holidays

Employees shall be paid at the premium rate of double time for work performed on the following holidays: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Christmas Day holiday pay shall be figured as follows:

Holiday premium pay shall commence with the second/pm shift on December 24th/December 31st and end after the end of the first shift on December 25th/January 1st.

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

Employees working a recognized holiday shall receive straight pay and/or overtime at the regular rate as appropriate. In addition, they shall receive Holiday Pay at straight rate for all hours worked on a recognized holiday.

Any employee who works the holiday and is eligible for holiday pay may elect to work at straight time during the holiday and take the same amount of hours as paid time off at a later time. Scheduling the additional paid time off shall be done with the approval of the employee’s supervisor.

12.2 Rate of Pay
Full-time employees who do not work on the designated holidays shall receive their normal scheduled shift at the regular straight-time rate of pay as holiday pay. Probationary employees shall not be eligible for holiday pay, unless they work the holiday.

12.3 Absence

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

12.4 Seniority Preference

Seniority preference shall be recognized in holiday scheduling to the extent possible, however, all employees in departments regularly scheduled to work holidays must work a minimum of three (3) holidays annually and must rotate holidays taken each year unless the employee arranges for coverage with another employee.

12.5 Part-Time and Casual Employees

Holiday premium pay shall be paid to part-time and casual employees who work on any of the holidays listed above.

Article 13
PAID TIME OFF (PTO)

13.1 Coverage

All full-time and part-time employees shall accrue Paid Time Off for all paid hours beginning on the ratification date of this Agreement.

13.2 Waiting Period

All newly hired employees must complete their probationary period before they can cash out or use any Paid Time Off (PTO). Accrual will start on the first paid day of employment.

13.3 Paid Time Off (PTO) Accruals

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</tbody>
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13.4 Cash Out

Employees may elect to cash out Paid Time Off (PTO) twice per calendar year in May and November. Such cash out is limited up to forty (40) hours each time. Forty (40) hours must be left available for use after each cash out election.

13.5 Paid Time Off (PTO) maximum accruals

Employees will accrue Paid Time Off (PTO) for all paid hours up to 2080 hours per year. Employees may carry over Paid Time Off each year to a maximum cap of three hundred (300) hours.

13.6 Layoff

Employees may use Paid Time Off (PTO) any time within two hundred seventy (270) days of layoff.

13.7 Termination of Employment

Employees who resign or go to casual status with a two (2) week written notice shall receive pay for seventy five (75%) per cent of their unused Paid Time Off (PTO) minus taken Paid Time Off (PTO). Employees shall work their scheduled hours during the two (2) weeks unless otherwise agreed upon between the Employee and the Employer. Such two (2) week notice may not include previously approved Paid Time Off (PTO).

13.8 Vacation transfer

Employees with available vacation hours will have those hours transferred to their Paid time Off (PTO) balance on the date of ratification of this Agreement.

13.9 Sick Transfer

Employees with available sick hours will have those hours transferred to a separate sick account on the date of the ratification of this Agreement. Those hours will be used for qualifying occurrences until exhausted. Unused sick days are not paid upon voluntary or involuntary termination or reduction in work force. Employees in their resignation period may not use accrued sick time.

13.10 Arrangements for Paid Time Off (PTO)
Arrangements for Paid time Off (PTO) must be made in a timely fashion and well in advance, with the approval of the Employer. Every effort will be made to grant Paid time Off (PTO) at the time requested provided, however, it does not affect the operation of the facility in a detrimental manner. Each employee shall submit a signed, written Paid Time Off (PTO) preference to his/her department head or designee by March 1 of each year listing three (3) preferences for all Paid Time Off (PTO) available to that employee. The department head or designee shall sign and date the employee’s written request for Paid Time Off (PTO) and return a copy to the employee.

Paid Time Off (PTO) will be approved in accordance with the Employer’s need to maintain efficient operations. Paid Time Off (PTO) shall be granted according to the employee’s bargaining unit seniority within his/her respective department. The Employer shall give each employee written notice of his/her approved Paid Time Off (PTO) schedule by March 31 of each year. The employee shall sign a receipt acknowledging receipt of this notice of his/her approved Paid Time Off (PTO) schedule.

Paid Time Off (PTO) requests submitted to be taken between January 1 and March 31 and Paid Time Off (PTO) requests submitted after March 31 will be granted on a “first come, first served” basis subject to the remaining availability of slots on the Paid time Off (PTO) schedule. Such requests may be for single or multiple days. Such requests must be submitted in writing at least two (2) weeks prior to the posting of the work schedule covering the desired Paid Time Off (PTO) period and shall be subject to the written approval of the Employer.

Such requests shall be approved by shift based on availability according to the Paid time Off (PTO) schedules.

13.11 Illness

Employees are eligible for sick pay when an absence is due to either the employee’s own illness or injury or absences due to the employee having to care for a sick or injured child or dependent or other as defined by FMLA eligibility. Eligible employees may use Paid Time Off (PTO) when an absence is due to either illness or injury in compliance with State and Federal laws.

Paid Time Off (PTO) for illness will begin on the first day of illness. Payment for a partial sick day may occur if an employee leaves work prior to the end of a workday with the supervisor’s approval.

Paid Time Off (PTO) for illness or appointments must be recorded, whether incurred for illness or approved in advance for planned appointments.

Article 14
LEAVES OF ABSENCE

14.1 Eligibility and Requests for LOAs.
Full-time and regular part-time employees with a minimum of twelve (12) months of service with the facility shall be eligible for a leave of absence for personal or medical reasons, or for a Union leave for employment with the Union. All leaves of absence shall be requested in writing on a form provided by the Employer, except in cases of legitimate emergency preventing the employee from doing so. All leaves of absence granted shall be in writing and for a specific period of time. Employees must adhere to the Employer’s procedures for leaves of absence, complete all required paperwork, and provide all necessary documentation. All leaves shall run concurrently with each other for the purpose of timelines.

14.2 Types of Leave and Length of Leave.

a. Personal Leave. Eligible employees may request a Personal Leave not to exceed thirty (30) days. Such leave shall not be unreasonably denied. Personal Leaves do not begin until the employee’s vacation has been exhausted.

b. Medical Leave. Eligible employees may request a Medical Leave in thirty (30) day increments. Medical Leaves may be extended for an additional thirty (30) day period, not to exceed a total of sixty (60) days for workers not eligible for leave under the Family and Medical Leave Act (FMLA). This Collective Bargaining Agreement incorporates the provisions of the FMLA, and the Employer will comply with the provisions of the FMLA and its governing regulations to provide up to twelve (12) weeks of job-protected leave for employees who meet the eligibility requirements under the FMLA and who have a qualifying reason for leave. As soon as a employee becomes aware that he/she is, or will become, disabled from working for any medical reason, the worker must properly advise the Employer in writing of the reason and the anticipated commencement date and duration of the disability. The Employer will hold the nature of the medical problem in confidence.

The Employer may require a doctor’s certificate of the reason for the disability and, prior to the employee’s return to work, a certification of the worker’s fitness for duty. The Employer may also request in writing, periodic certification of continued disability, not to exceed once a month.

c. Military Leave. Employees shall be granted military leave in accordance with applicable laws.

d. Union Leave. Eligible employees may request a Union Leave for employment with the Union, for a period not to exceed thirty (30) days.

14.3 Compensation During Leave
Employees must use all available Paid Time Off (PTO) prior to the start of a Personal Leave. Medical Leaves, including leaves under the FMLA, are unpaid leaves of absence; however, compensation during this leave is required (except where state law provides otherwise, or where the leave is due to workers' compensation) when an employee has available paid time off, including sick and Paid Time Off (PTO). The employee is required to use all available sick days/salary continuation first, and then available vacation and personal holiday, and such paid time off shall run concurrently with the applicable leave period.

14.4 Failure to Return to Work.

A worker who does not return to work at the conclusion of the approved period of leave will be deemed to have voluntarily quit, unless the employee is eligible for an extension of leave due to a qualifying disability under the Americans with Disabilities Act.

14.5 Returning Employees

An employee returning from a leave of absence within the times specified in this Article will be returned to their previous classification, schedule and rate of pay. An employee returning from leave beyond the specified time limits shall be returned to the same classification, rate of pay and number of hours as she/he held prior to the leave. If the employee’s former shift is not available, the employee shall be returned to his/her shift when it becomes available.

14.6 Accepting Employment Elsewhere While on LOA

Accepting employment elsewhere while on a leave of absence shall be considered a voluntary resignation.

14.7 Bereavement Leave

All regular and full-time and regular part-time employees who have completed the introductory period may request time off for Bereavement as outlined below.

Immediate family is defined as: spouse or significant other (defined as your emergency contact listed in your personnel file for at least 90 days), parents (including in-law and step-parents), children (including in-law and step-children), siblings (including in-law and step-siblings), grandparents (including step), and grandchildren (including step).

An employee's immediate supervisor must be notified of the need for bereavement leave.

Eligible employees may take scheduled workdays with pay to attend matters relating to the death of their immediate family member per the schedule below:
• Three (3) scheduled workdays with pay will be provided for the following family members: spouse or significant other, parents (including step-parents), children (including step-children), siblings (including step-siblings), mother-in-law, father-in-law, grandparents (including step), and grandchildren (including step). Bereavement pay is a maximum of eight (8) hours per day paid at the employee’s regular hourly rate.

• One (1) scheduled workday with pay will be provided for the following family members: daughter-in-law, son-in-law, sister-in-law, and brother-in-law. Bereavement pay is a maximum of eight (8) hours per day paid at the employee’s regular hourly rate.

Employees may take one (1) unpaid day to attend the funeral of relatives of the non-immediate family, one time in a calendar year.

If the funeral is 150 miles out of town or out of state, the employee shall be entitled to one (1) additional day, without pay.

Additional time off without pay may be granted with supervisory approval.

Upon request, the employee must submit proof of death, such as an obituary or death certificate to the supervisor.

14.8 Jury Duty

Employees will be granted the necessary time off to serve on jury duty. Eligible employees, who are scheduled to work forty (40) hours or more per pay period, are entitled to time off with pay for jury duty. The maximum amount of time off with pay will equal ten (10) days. These employees will receive their regular wages/salary for actual scheduled day(s) spent on jury duty. Employees who are in their introductory period will be given appropriate time off but will not be eligible for jury duty pay.

Employees who serve as jurors will receive any additional accommodations required by state law.

Upon receipt of a summons, subpoena or other request to appear and serve jury duty, the employee will present such summons, subpoena, or other documentation to the supervisor. The supervisor will mark the employee’s time record for the days served on jury duty or, if applicable, the employee must complete a Time Clock Adjustment Form to reflect time off so the appropriate payroll designee can record the time.

Upon receipt of any governmental compensation for jury duty, the employee must submit documentation to the Company’s payroll department and pay the company for all government compensation received for days paid by the Employer.
Article 15
WAGES

15.1 Wage Rates

Minimum wage rates for all classifications shall be found in WAGE APPENDIX A. Not all classifications are recognized in all facilities covered in the Agreement. Recognized Job classifications in each facility will be found in Article 2 “RECOGNITION”.

Effective July 1, 2018 all employees shall be placed on the appropriate step on the scales in the “WAGE APPENDIX A” and/or receive a minimum three (3%) per cent increase to their base wage rate.

Effective July 1, 2018 all employees off scale shall receive a three (3%) increase to their base wage rate.

15.2 Experience Credit

Employees who have relevant prior long-term care and/or hospital experience, may receive experience credit for the purpose of setting their initial wage rates.

There shall be no “leapfrogging” of current employees base rates by reason of experience credit. “Leapfrogging” is defined as a newly hired employee receiving experience credit which places their base rate higher than a current employee with same years of experience.

Trained Medication Aides shall receive experience credit for hours worked as a TMA when moving to a recognized Nurse classification.

Nursing Assistants shall experience credit for hours worked as a CNA for the company when moving to a recognized Nurse classification.

LPNs shall receive full experience credit when moving from LPN to RN.

15.3 Differentials

Shift Differentials shall be applied to these assignments:

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<tr>
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</thead>
<tbody>
<tr>
<td>Nurse</td>
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<td>TMA</td>
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<td>$1.00</td>
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<td>Preceptor</td>
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Manager On Duty $5.00 per hour for all hours worked as a manager on duty.

Article 16
HEALTH INSURANCE AND BENEFIT PROGRAMS

16.1 Health Plan

Bargaining Unit employees shall be eligible for receipt of and/or participation in all the current and future voluntary Employer benefit programs.

16.2 Employer Contribution

Employer will offer health, prescription, dental and vision plans to all eligible employees subject to the provisions of the plan. The Employer will contribute to the premium cost of the plan(s) the same as provided for all employees.

16.3 Life Insurance

The Employer shall provide, at no cost to employees, a life insurance and accidental death and dismemberment policy under the same terms and conditions as other employees.

16.5 Short Term Disability

Employer will offer short term disability eligible employees subject to the provisions of the plan the same as provided for all employees.

16.6 Long Term Disability

Employer will offer long term disability eligible employees subject to the provisions of the plan the same as provided for all employees.

16.7 Scholarship Loan Program

Eligible employees may participate in the Scholarship Loan Program offered by the Employer subject to the provisions of the program after one (1) year of employment.

16.8 Tuition Assistance Program

Eligible employees may participate in the Tuition Assistance Program offered by the Employer subject to the provisions of the program.
16.9 Retirement Plan

The Employer shall provide a 401K plan for all employees. The specific details of the plan, as well as the plan itself, are subject to change at the Employer’s discretion. The Employer shall provide a match in accordance with the Employer’s Employee Benefits Guide.

16.10 Dependent Care Assistance Plan

Eligible employees may participate in the Dependent Care Assistance Plan subject to the provisions of the Plan.

Article 17
WORKING CONDITION

17.1 Paychecks

Employees shall be able to pick up their paychecks beginning at 7 a.m. or 8 a.m. on the payday, depending on whether the Accounting Office is open at 7 a.m.

A substantial error of fifty dollars ($50) or more in an employee’s paycheck shall be corrected by the close of the following work day or as soon thereafter as possible. Minor errors shall be corrected on the employee’s next paycheck.

The Employer shall provide for direct deposit for as long as the benefit is offered by Corporate.

17.2 Benefit Accrual

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

17.3 Inservices

When new and or different procedures affecting bargaining unit employees are introduced, the Employer shall provide the necessary inservice on such procedures to the affected employees. Employees shall be paid for attending meetings. Any inservice time away from the facility will be paid time.

17.4 Health and Safety

The Employer agrees to provide a safe and healthful work environment for employees and maintain high standards of work place sanitation, ventilation, cleanliness, light and noise levels, adequate heating and cooling and health and responsibility to promote health and safety and will cooperate with the Employer in striving to maintain such standards.
The Employer shall provide employees a work environment that is free from hostile, abusive, and disrespectful behavior.

Both parties have a mutual obligation to provide a safe work environment for all employees, and to provide quality care to all residents. The Employer acknowledges that from time to time a resident may become abusive to staff. Both parties agree to cooperate in an effort to provide abusive residents with quality care, while also providing a safe work environment for those who give care to the residents.

The Employer shall make all reasonable effort to provide employees with safe and adequate equipment, working environment, and facilities.

**Article 18**

**MISCELLANEOUS**

18.1 COPE

The Employer agrees to deduct SEIU Healthcare Minnesota, COPE contributions on a per pay period basis from the wages of those employees who voluntarily authorize such deductions on the forms provided for that purpose by SEIU Healthcare Minnesota. The Employer agrees to transmit such deductions monthly and shall be accompanied by a list of the names and social security numbers of those employees for whom such deductions have been made and the amount deducted for each employee.

18.2 Lobby Day

The Employer will pay for a regularly scheduled shift of lost time for bargaining unit members to participate in a Union sponsored Lobby Day to promote funding for nursing homes. Such members will be selected by the Union and the Employer will be notified two (2) weeks in advance. Attendance will be reported to the Employer and such time will not be paid by the Employer.

18.3 Uniforms

Where the Employer requires uniforms, the Employer shall furnish uniforms to employees as follows:

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<tr>
<th>FTE</th>
<th>New Hire</th>
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</tr>
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<tbody>
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<td>1 full set</td>
</tr>
<tr>
<td>Casual</td>
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</table>
Employees may purchase additional uniforms at reasonable cost from the Employer.

18.4 Parking

The Employer shall provide safe and appropriate parking for all employees on scheduled shifts at no cost to the employee.

18.5 Succeedship

In the event of a transfer, sale or assignment of the Employer's facility, the Union shall be notified expeditiously, and in advance, of such action. The Employer will advise a prospective buyer of the existence of the Collective Bargaining Agreement and require the buyer retain all current employees and maintain the wages, benefits and conditions constituting the Agreement as a condition of the transfer of operations agreement.

In the absence of such Agreement, the Employer shall pay out all Paid Time Off (PTO) benefits.

18.6 Maintenance of Benefits

No Employee active on the ratification date of this Agreement shall have any wages or benefits reduced by anything contained in this Agreement or in the application of this Agreement except by mutual written agreement between the Employer and the employee. Any such agreement must be submitted to the Union and will remain subject to the grievance and arbitration clause in this Agreement.

18.7 Double Shift Meals

Employees shall receive a free meal when he/she works a double shift.

**Article 19**

**NO STRIKE/LOCKOUT TENTATIVE AGREEMENT**

There shall be no strike, work stoppage, picketing or lockout during the term of this Agreement. This Article shall not prohibit otherwise lawful Prohibited Conduct if the Employer and Union reach impasse during negotiations regarding a reopener, during the life of this Agreement.
Article 20  
DURATION

Except as otherwise provided, this Agreement shall be effective from March 1, 2018 through and including February 28, 2021. This Agreement shall remain in full force and effect from year to year thereafter unless either party notifies the other party in writing at least ninety (90) days but not more than one-hundred twenty (120) days prior to March 1, 2021, or February 28th of any year thereafter of its intention to change, modify or terminate this Agreement.

The Contract shall be re-opened effective June 1, 2019 and June 1, 2020 for the purpose of negotiating wages and benefits. The No Strike No Lockout provision shall be waived for the purpose of the wage and benefits re-opener.

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

FOR THE EMPLOYER:  

FOR THE UNION:

employer  

Date  

SEIU Healthcare Minnesota  

Date  

32
Appendix A  Wages

This Scale is for placement purposes for current employees and minimum rates for new hires.

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<td>Cook</td>
<td>$12.50</td>
<td>$12.75</td>
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<td>$13.75</td>
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</tr>
<tr>
<td>Dietary Aide</td>
<td>$11.50</td>
<td>$11.75</td>
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<td>Maintenance</td>
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<td>$15.60</td>
<td>$15.91</td>
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<td>$16.89</td>
<td>$17.22</td>
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<td>Hospitality Aide</td>
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<td>$11.75</td>
<td>$12.25</td>
<td>$12.75</td>
<td>$13.00</td>
<td>$13.25</td>
<td>$13.50</td>
</tr>
</tbody>
</table>

Refer to the recognition clause (Article 2) to determine which job classifications are recognized at each facility.

TMA $1.50 / hr above C.N.A. rate for all shifts scheduled as a TMA
Dietary Over 15 years receive $14.75

All employees will be placed at their correct rate. All employees on scale will receive a minimum 3% (three percent) wage increase to their base rate upon ratification.
All employees over 6 years will receive a 3% (three percent) wage increase upon ratification.
Letter of Agreement
Between
Estates Roseville
And
SEIU Healthcare Minnesota

The parties agree that there shall be additional Paid Time Off (PTO) for those employees at the Estates at Roseville hired before March 1, 2003.

Such employees shall receive up to forty-five (45) hours according to the employee's FTE status.

Such Paid Time Off (PTO) shall be provided as a one time "dump" of hours. The hours shall be available each year on the anniversary of the ratification of this Agreement.

Signed;

Employer

Date

8/14/18

SEIU Healthcare Minnesota

Date

8/14/18
Letter of Agreement
Between
Estates Excelsior
And
SEIU Healthcare Minnesota

The Employer will offer health and prescription plans to all eligible facilities subject to the provisions of the plan. The Employer will contribute one hundred percent (100%) of the single premium for whichever plan the employs selects, for employees hired before June 1, 1988.

Signed;

[Signature]
Employer

8/14/18
Date

[Signature]
SEIU Healthcare Minnesota

8/14/18
Date