Collective Bargaining Agreement

Between

Aicota Health Care Center

And

SEIU Healthcare Minnesota

Effective January 1, 2019
Through December 31, 2021
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Collective Bargaining Agreement  
between  
Aicota Health Care Center, Inc.  
and  
SEIU Healthcare Minnesota

Agreement

This Agreement made and entered into effective as of the 1st day of January 2019 by and between Aicota Health Care Center, Inc., (hereinafter referred to as the “Employer”) and the SEIU Healthcare (hereinafter referred to as the “Union”) and its successors.

Article I - Recognition

The Union shall be the sole representative of all employees of the Employer in the classifications listed in Article IX and within the bargaining unit certified by the National Labor Relations Board (18-RC-13507), excluding employees who work twenty (20) hours or less per pay period.

A. Classification or Title Change

In the event that any new or different classification or title not specified in Article IX is established, and such classification or title is not within the bargaining unit certified by the National Labor Relations Board or previously agreed upon by the parties, then the Union shall nevertheless be the sole representative of said employee. The employee shall be included within the terms and conditions of this Agreement, and the wage rate of such classification or title shall be negotiated by the Employer and the Union and the rate agreed upon become a part of this Agreement as of the date such classification or title was established.

B. No Change to Defeat Contract

No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No employee shall be transferred either to positions covered by this Agreement or outside it except upon twenty (20) days’ advance written notice to the Union; such notice shall specify the transfer.

C. No Discrimination

There shall be no discrimination on the part of either the Employer or the Union in favor of or against any employee because of his/her membership in the Union or because of his/her acting as an officer or in any other capacity on behalf of the Union. Further, there shall be no discrimination on the part of either the Employer or the Union in favor of or against any employee on any basis prohibited by law.
D. No Contradictory Rule

The Employer agrees not to enter into any agreement or contract with any of its employees (who are in the classifications herein noted), either individually or collectively, which conflicts with any of the provisions of this contract. The Employer shall send copies of all present and future reasonable rules to the Union.

Article II – Union Security

A. Union Membership

All employees covered by this Agreement who are now or may hereafter become members of the Union, shall, during the life of this Agreement, or any renewal thereof, remain members of the Union in good standing as a condition of employment. All new employees covered by this Agreement who are hereafter newly hired on or after the effective date of this Agreement shall, as a condition of employment, after completion of the probationary period, become, be and remain members of the Union in good standing during the life of this Agreement or any renewal thereof.

B. Effective Date of Agreement

For the purpose of this Article, the date first written above is the effective date.

C. COPE Check Off

The Employer agrees to deduct and transmit to SEIU Healthcare MN COPE contributions on a per month basis from the wages of those employee’s who voluntarily authorize such contributions on the forms provided for that purpose by SEIU Healthcare MN. These transmittals shall occur each month and shall be accompanied by a list of names of those employee’s for whom such deductions have been made and amount deducted for each such employee”. If a dispute occurs between the Union and/or Aicota Health Care Center and any employee over the terms and provisions of this Article. The Union will hold the LTC harmless from any claim arising out of such dispute.

D. Good Standing

For the purposes of this Agreement, “in good standing” is defined to mean the payment of standard regular monthly dues, all as applies uniformly to all members of the Union in the bargaining unit covered by this Agreement.
E. **Employee List**

Each pay period, the Employer shall send to the Union, in a sortable, electronic format (e.g. excel), a list of all new and terminated employees, as well as all employees in the bargaining unit together with their address, phone number, classification, change in classification (in a non-excel format), social security number, cumulative hours worked, hourly rate and employees status as active or inactive (on leave of absence). The Employer’s obligation to provide social security numbers pursuant to this section shall exist only so long as the Union supplies the Employer with written permission from each such employee to furnish his/her social security number to the Union.

F. **Warning Notices**

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.

G. **Termination**

If the employee does not remain in good standing as defined above, the Employer shall terminate the employee within forty-eight (48) hours of written notice to do so from the Union. The Union shall save the Employer harmless from any claim of any employee so terminated.

H. **Dues Deduction**

The Employer agrees to deduct Union dues and service fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization which is irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions shall be made by the Employer from the wages of employees from the first payroll of each calendar month and shall be submitted to the Union within a reasonable time thereafter, but no later than the twentieth (20th) of each month.

It is agreed that employees may express authorization of dues deductions by submitting written authorizations or through federally authorized electronic methods such as online deductions authorization or voice authorization or other electronic methods allowed under controlling federal or state law. The Union shall provide the Employer with written notification of the names of those who have authorized deductions, including a copy of the employee’s authorization upon request.

The parties agree to implement and adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, timing, 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.
Effective January 1, 2019, SEIU Healthcare will be moving to a percentage dues system which shall be based on each member’s gross pay under the Collective Bargaining Agreement. There will continue to be minimum and maximum monthly dues.

In an effort to make the transition as smooth as possible, SEIU Healthcare will need the following data which is in addition to the member information currently provided to the Union in this article:

- **Each Pay Period:** name, social security number, gross pay per pay period, and dues deduction amount
- **Monthly:** Name, hire date, social security number, classification, department, number of hours actually worked per pay period, and actual amount of dues deducted
- **Annually:** name, social security number, gross collective bargaining wages, and annual dues deduction.

In the event that any provision or requirement of this article is determined to be legally invalid by a final decision of a court or agency of competent jurisdiction or by applicable federal or state legislation, the remainder of this Article will remain in full force and effect, and the parties will meet to negotiate, a substitute provision of the invalid provision that furthers the parties’ intent while meeting the requirements of applicable law.

### I. Lobby Day

The Employer will pay for eight (8) hours of lost time for two SEIU Healthcare members to participate in a SEIU Healthcare sponsored Lobby Day to promote funding for nursing homes. This will be paid as an adjusted amount equal to eight (8) hours at the employee’s hourly rate. The two individuals must give a written request within scheduling timelines and may not be from the same department to minimize scheduling problems.

#### Article III – Union Representation

##### A. Stewards/Leaders

The Employer recognizes the right of the Union and its internal organizer to designate stewards/leaders to handle official Union business. The stewards/leaders shall handle such routine business as from time to time may be delegated by the Union in connection with this collective bargaining relationship, including participating in investigatory interviews (see Article VI.B.), which does not unduly interfere with patient or resident
safety and/or care and which does not unduly interfere with the assigned duty of an employee. The names of such stewards/leaders shall be reported to the Employer in writing within three (3) business after their appointment. The Employer, steward/leader, and affected employee shall mutually agree to a time for such investigatory interviews. The Employer agrees that stewards/leaders will be given up to $\frac{1}{2}$ hour paid time with new employees during orientation. The Employer will provide steward/leaders with a new employee list and employee orientation date and first (1st) week schedule.

B. **Internal Organizer**

The Employer recognizes the Internal Organizer of the Union as the proper authority to adjust with the Employer any controversy between the parties to this Agreement as to the meaning and application of the provisions of this Agreement. Internal Organizers of the Union may visit the Employer's health care center premises for the purpose of discussing grievances and other Union matters with employees. Such discussion shall take place at such times and places as are mutually agreed to, in advance, between the Employer and the Union. The parties hereto shall cooperate in arranging such discussions so that there shall be no disturbance to patients or residents or interruption providing care to such patients and residents. Such Internal Organizer visitation shall last no longer than reasonably necessary to transact Union business.

C. **Bulletin Board**

A bulletin board space shall be made available to the Union for the purpose of posting Union notices. Bulletin boards have been updated to have Union materials more accessible to bargaining unit employees for meetings, and other correspondence for SEIU Healthcare members.

D. **Labor Management Meetings**

The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance which is in the interest of both the employees and the Employer. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a "Labor-Management meeting." Management and the Union will meet quarterly to discuss issues that come up at the Aicota Health Care Facility. The meetings are to discuss issues that are no grievance and in general interest to each party. The Union will contact Management to arrange these meetings.

**Article IV – Hours of Work**

A. **Probationary Period**

Full-time employees shall serve a probationary period for their first ninety (90) calendar days of employment. Part-time employees shall serve a probationary period for their first
one hundred and twenty (120) calendar days of employment.

B. Definitions

1. **Full-Time:** All employees who are regularly scheduled to work eighty (80) hours in a two (2) week period.

2. **Part-Time:** All employees who are regularly scheduled to work less than eighty (80) hours in a two (2) week period.

C. Work Week/Break Time/Meal Period

1. **Work Week:** The normal hours of work for a full-time employee shall be eight (8) hours per day to be worked within an eight and one-half (8-1/2) hour period.

   2. **Break Time:** Employees will receive a rest period of fifteen (15) minutes for each four (4) hours. Employees who work a five (5) hour to six and a half (6 ½) shift will receive a rest period of twenty (20) minutes. Employees who work a six and a half (6 ½) hour shift to seven and a half (7 ½) hour shift shall receive a rest period of twenty five (25) minutes.

   3. **Meal Period:** All employees working an eight (8) hour shift will receive a one-half (1/2) hour meal period. Evening and night shift employees will be paid for their meal period if they are unable to leave their station or are required to be on call during their meal period.

D. Overtime

1. **Overtime Payment:** If an employee is required to work in excess of eight (8) hours per day, or in excess of eighty (80) hours per pay period, the overtime rate at one and one-half (1-1/2) times the employee’s regular straight-time rate shall be paid to such employee. Overtime shall be paid in fractions of an hour, if necessary.

   2. **Consecutive Work Days:** If any employee is required to work more than seven (7) consecutive days, then the time worked on consecutive days thereafter shall be at the rate of time and one-half (1-1/2) of the employee’s straight-time hourly rate unless the employee mutually agrees to another schedule. An employee may be scheduled to work more than seven (7) consecutive five (5) hour shifts from 4:00 p.m. to 9:00 p.m. up to forty-five (45) hours (9 shifts) without paying overtime. If it is necessary to schedule an employee to more than said nine (9) consecutive shifts, then the Employer shall pay time and one
3. **Paid Sick Leave:** Paid sick leave, unworked holiday and vacation hours shall be considered as hours of work for overtime purposes. “Paid sick leave” for purposes of this Article IV.D.2. shall mean sick leave requested and taken for an employee’s regularly scheduled hours of work in any pay period. “Paid sick leave days,” granted at the discretion of the Employer, in excess of the regularly scheduled hours of an employee for a particular pay period shall not be considered in determining overtime or overtime pay for that employee.

4. **Requests for Work/Filling Vacancies:** Any employee who desires extra hours of work shall notify the Employer of such desire. The Employer shall compile a list of all such employees, which list shall be divided into full-time employees and part-time employees. Employees on each list shall be placed thereon in order of seniority. At such time as the Employer finds it necessary to call in employees for the purpose of filling temporary vacancies, the Employer shall start with the most senior, qualified part-time employee on said list. In the event said list is exhausted, the Employer shall then seek replacements from employees on the full-time list, in order of seniority, provided, however, that the Employer does not need to call in an employee if, by so doing, the Employer would be required to pay overtime. Moreover, the Employer may require an employee to take time off in lieu of overtime with the consent of such employee.

In no event shall the Employer be understaffed. To this end it is agreed and understood that in the event the Employer is unable to find a replacement pursuant to the foregoing procedure, the Employer may require the least senior, qualified employee, who is working, to stay to fill such vacancy.

E. **Scheduling**

1. **Posting of Work Schedule:** Schedules shall be posted fourteen (14) days in advance of employees’ scheduled work. Once the schedules have been posted, they may not be changed except by mutual agreement between the Administrator and his/her designee and the employee or employees affected. In no event shall the Employer be understaffed. To this end, it is agreed and understood that in the event the Employer is unable to find a replacement for another employee who is absent, for whatever reason, the Employer may require the least senior, qualified employee, who is working, to stay to fill such vacancy.

2. **Replacements for Scheduled Work Days:** Employees may find a replacement for scheduled work days upon prior approval of the Administrator and his/her
designee of scheduling. It is not the expectation of the Employer for an ill employee to find their own replacement.

3. Scheduling Pattern:
   a. Weekends and Days Off.
      Full-time employees shall have every other weekend off (Saturday and Sunday), defined by where the majority of the hours worked occur) and two (2) days off, except where otherwise mutually agreeable.

      Part-time employees shall have at least one (1) weekend off (Saturday and Sunday) a month if scheduling permits. The Employer shall work toward providing every other weekend off for part-time employees on the basis of seniority and job requirements.

   b. Shift Guarantee:
      Employees shall be guaranteed the shift(s) (day-evening-night) they were hired for, except where otherwise mutually agreed or where a reduction in staff necessitates a change in shift.

   c. Work Week Schedules:
      Upon request, copies of work week schedules shall be made available to the Union. No existing pattern shall be changed in a discriminatory manner.

F. Guaranteed Hours

Any employee reporting for work at his/her regular starting time and who has not been previously notified not to report to work shall receive a minimum of four (4) hours straight-time pay. An employee who is called in to work an unscheduled shift shall be paid for the entire shift if he/she reports within one (1) hour of being called to work, and shall be paid for a minimum of four hours straight-time pay if less than four hours is worked on said unscheduled shift.

G. Meetings/Inservice Training Sessions

The Employer retains sole discretion to schedule and require employees’ attendance at any and all inservice meetings. The Employer will use its best efforts to schedule such inservice meetings in conjunction with employees’ regular shifts. For inservice meetings for which Employer has mandated attendance, there shall be a minimum two (2) hours of regular pay to each employee in attendance. For inservice meetings for which Employer has mandated attendance, which are conducted in excess of two (2) hours, the
Employer shall pay each employee for the actual time attended. Inservice attendance and payment therefore is not related to, has no effect on, nor will the Employer pay any shift differential. Employees attending such Employer-mandated inservice meetings while working any shift shall be paid their straight hourly rate of pay, not one and one-half or double time, but will receive regular overtime if necessary under the Collective Bargaining Agreement. The Employer reserves the right to require employees to read, study and comprehend tapes and/or transcripts of mandatory inservice meetings which the employee did not attend because of reasons beyond his/her control or with the Employer’s approval. The overtime provisions of this section do not apply to non-mandatory inservice meetings.

H. Compensated Hours

Compensated hours, for purposes of wages and accruing benefits, shall mean actual hours worked, plus holiday hours worked. Effective July 1, 2004, compensated hours, for purposes of wages and accruing benefits, shall mean actual hours worked, plus paid vacation hours and holiday hours worked.

I. Split Shifts

1. There shall be no split shifts, unless voluntarily agreed to by the employee.

2. There shall be twelve (12) hours between employees’ shifts, unless there is mutual agreement between the employee and Employer.

Article V – Seniority

A. Definition

1. “Seniority Hours,” for purposes of calculating seniority, shall be defined as compensated hours as defined in Article IV.H., plus vacation hours, sick time hours, holiday hours not worked and premium pay hours for holidays worked from most recent date of employment.

2. There shall be nine (9) seniority lists. Departments, for the purposes of this Agreement, shall be defined as follows:

   a. Nursing Assistants
   b. LPNs
   c. Maintenance
   d. Laundry/Housekeeping
   e. Dietary
   f. Rehabilitation
   g. Nurse Assistant in Training
h. Activities
i. Assisted Living PCAs

3. Employees who have previously worked in another department shall be able to use the seniority they earned while working in that department only for the purpose of job bidding.

4. There shall be no change in seniority as a result of involuntary transfer of classification. In the event of involuntary transfer, the employee shall be entitled to the first vacancy which occurs in the department from which he/she was transferred. The abolishment or elimination of a job shall be deemed an involuntary transfer.

B. Seniority List

The Employer shall prepare seniority lists for all employees covered by this Agreement as described in V.A.2., above, with copies to the Union. The Union shall receive updated seniority lists on a monthly basis, or as otherwise mutually agreed between the parties.

C. Job Posting

In the event of a job vacancy in the bargaining unit, the Employer shall give a written notice of such vacancy by posting upon an appropriate bulletin board a notice that such job vacancy exists. This notice shall be posted for five (5) calendar days, but during these five (5) calendar days the Employer may temporarily assign any employee to fill the vacancy. In the event that employees within the bargaining unit bid for said vacancy, the Employer shall award the position to the most senior, most qualified employee bidding for said vacancy. The employee shall have three (3) days’ orientation to the new position. At the end of orientation, the employee will assume the position as a regular employee in said classification. If the employee is unable to satisfactorily fill the position in said orientation period, it is understood that he/she shall have the right to return to his/her previous position.

D. Seniority/Service Credit

Vacation, insurance and all other benefits shall be based on compensated hours, regardless of any change in classification.

E. Layoff and Recall Procedures

1. Notice of Layoff or Reductions: In the event of a reduction of hours or layoff, the Employer shall first seek volunteers to accomplish the necessary reduction. If volunteers cannot accomplish the necessary reductions, the employee shall receive two (2) weeks’ notice of reductions in hours or layoff.
If the Union does not receive two (2) weeks' notice, the affected employees shall receive pay in lieu thereof.

2. **Layoff Status:** In the event of a reduction of hours or layoff, it shall be made in the reverse order of seniority within the department. An employee on layoff status shall retain rights for a period of six (6) months following the date of layoff. Employees on layoff status shall have preference for any available additional work hours in their job classification for which they are qualified. Employees shall be called back to work in the reverse order of layoff.

3. **Staffing Changes:** Non-bargaining unit personnel shall not be used to replace bargaining unit personnel who have had their hours reduced and/or have been laid off except as necessary for achieving licensure, certification or accreditation. If staffing changes are necessitated as a result of licensing or accreditation, the Employer shall notify the Union of this fact and the Union may recommend alternatives to the Employer to deal with such staffing changes. Supervisors may do bargaining work in case of emergencies.

**Article VI – Disciplinary/Discharge/Termination**

**A. Definition**

The Employer agrees to progressively discipline employees through the steps of one verbal warning, and two (2) written warnings, before discharge of an employee. The Employer shall provide written notice of written disciplinary action or discharge to the employee and a copy to the Union. The Employer need not employ progressive discipline in the following cases which shall include, but not be limited to: evidencing drunken behavior or odor of alcohol on breath, possession or illegal use of illegal narcotics or other illegal drugs, failure to notify the Employer to be excused from work, theft, violating patient/resident rights as outlined in the Patients' and Residents' Bill of Rights, violation of the Vulnerable Adults Abuse Reporting Act, insubordination, abuse of sick leave, failure to file a resident incident report, sexual or other harassment, violation of ban on firearm/weapons in the workplace, HIPAA violation, falsifying documents including punching another employee's timecard.

**B. Investigatory Interviews**

The Employer shall inform an employee of an investigatory interview involving formal discipline (written warnings or discharges) before the meeting. Upon the specific request of an employee, a Union representative shall be present during such investigatory interview, in accordance with Article III.A.
C. Quit

1. **Notice of Quit:** Employees electing to resign or quit their employment will give the Employer fourteen (14) days written notice and shall continue in the Employer’s service during this period, except under unusual circumstances, and with the exception that the employee may leave sooner when competent replacement can be made by the Employer.

2. **Notice of reduction or change in hours:** An employee who is electing to reduce or change the number of hours he/she works in a given/scheduled pay period will be carried out on the next unposted schedule. An employee who wishes to make more immediate changes is solely responsible for covering his/her own shifts.

3. **Vacation Pay:** Employees electing to resign and give the proper fourteen (14) days written notice of termination of employment will be entitled to receive vacation pay in lieu of vacation to the extent that such vacation pay has been earned on the date of termination of employment, subject to the following qualifications:

   a. Employees resigning within twelve (12) months from the date of their initial employment shall receive no vacation pay upon termination of employment.

   b. Employees resigning after the date of their last previous vacation shall receive prorated vacation pay upon termination of employment.

D. Personnel Files

Employees who desire to inspect evaluation reports, disciplinary notices or records and attendance records contained in their individual personnel files shall make a request, in writing, to the Administrator or his/her designee, for such an opportunity. The Administrator or his/her designee, within seven (7) working days after receipt of such written request, will make such records available for inspection by the employee so requesting at a time mutually acceptable to the Employer and employee. It is agreed that disciplinary notices, contained in personnel files, will not be used for disciplinary purposes for more than eighteen (18) months.

A. Definition

A grievance is defined as any difference of opinion, controversy or dispute raised by either party relating to the interpretation of or application of the terms and provisions of this Agreement. The steps in the grievance procedure are as follows:
1. **Step One:** The employee will informally discuss the grievance with the employee’s immediate supervisor. A representative of the Union may also meet with the supervisor and affected employee to discuss the grievance in an attempt to resolve it. Employee must discuss grievance with immediate supervisor or Business Office Manager within four (4) days of incident.

2. **Step Two:** If the grievance is not resolved in Step One, it shall be reduced to writing, specifying the alleged violation of the Contract and shall be submitted to the Administrator or his/her designee. The grievance must be filed with the Administrator or his/her designee within thirty (30) calendar days following the Step One meeting. A grievance relating to the wages, hours, vacations and days off provisions of this Agreement shall be timely if received within six (6) months after the alleged grievance occurred.

3. **Step Three:** In case no settlement can be arrived at between the parties in Step 1 or 2 above, the matter in dispute may be submitted to the Federal Mediation Conciliation Service for resolution. Both parties must mutually agree to this non-binding mediation procedure. The utilization of Step 3 does not prevent either party from utilizing the arbitration procedure in Step 4.

4. **Step Four:** If the issue remains unresolved to the satisfaction of the employee or Employer after Step Two, the written grievance must be submitted to the Administrator within five (5) calendar days. Within seven (7) calendar days following receipt of the grievance by the Union, representatives of the Employer and Union shall meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement. If the grievance remains unresolved, the Union or Employer may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer within twenty (20) calendar days following the meeting.

B. **Arbitration**

1. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. Each party shall have the right to strike two (3) names, with the remaining candidate to be named the neutral arbitrator. The grieving party strikes first.

2. The award of the arbitrator shall be made no later than thirty (30) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Union, the Employer, and, if applicable, the individual employee filing the grievance.
3. The Employer and Union agree that in matters which are proceeding to arbitration and which are deemed important to both parties, the parties will mutually discuss the possibility of sharing equally the cost of said arbitration, regardless of the outcome.

4. In the event that the arbitrators decision is not consistent with federal or state law, either party may appeal the decision and have the decision reviewed by the appropriate courts as if such decision were rendered in a Minnesota District Court. In the event of such appeal, each party shall be responsible for its own cost, attorneys' fees and disbursements associated with such appeal.

**Article VIII – Insurance Benefits**

**A. Medical Examination**

The Employer shall assume the expense of any medical examination required by the Employer.

**B. Health Insurance**

Upon completion of the health insurance eligibility period, the Employer shall provide for qualified employees coverage under the company health insurance plan.

1. **Eligibility:** Current and future employees working thirty (30) hours per week shall be eligible for such health insurance only.

2. **Dependency Coverage:** Employees covered under VIII.B.1 above shall be offered the opportunity to participate in dependency coverage by paying the difference between the single premium and the dependency premium.

3. **Joint Committee:** The Employer and Union agree to establish a Joint Committee to develop and implement health care cost containment programs. The parties agree that any savings realized by this action shall be credited to employee benefits.

**C. Malpractice Insurance**

The Employer shall continue to provide existing malpractice insurance coverage to affected bargaining unit employees. The Union shall be advised of any change in existing coverage.
Article IX - Wages

A. Starting Rates

It is agreed that the starting rates for new full-time and part-time employees to job classifications are as follows:

Starting Wages Effective 01/01/19

<table>
<thead>
<tr>
<th>Classification</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity Aid</td>
<td>$13.81</td>
</tr>
<tr>
<td>NAR’s</td>
<td>$15.42</td>
</tr>
<tr>
<td>TMA</td>
<td>$16.17 (15.42 + 0.75 differential)</td>
</tr>
<tr>
<td>Dietary Aides</td>
<td>$13.44</td>
</tr>
<tr>
<td>Cook</td>
<td>$15.42</td>
</tr>
<tr>
<td>Housekeeping Aide</td>
<td>$13.44</td>
</tr>
<tr>
<td>LPN’s</td>
<td>$20.77</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$15.58</td>
</tr>
<tr>
<td>PCA’s</td>
<td>$14.35</td>
</tr>
<tr>
<td>Rehab Aid</td>
<td>$13.81</td>
</tr>
<tr>
<td>NAR in Training</td>
<td>$13.44</td>
</tr>
</tbody>
</table>

B. Differentials

Nursing assistants shall receive a seventy-five cent ($0.75) per hour differential for each hour scheduled and worked as a TMA. If a scheduled TMA is asked to do NA duties during a shift, that employee shall continue to receive TMA wage scale for all hours worked as an NA.

If a TMA trades with a NAR (TMA Certified) on any given day, only the employee who actually works as a TMA will receive this differential.

A pm shift differential: of thirty-five cents ($0.35) per hour shall be granted only for those hours worked after 2:30 pm for any eight-hour shift that extends at least until 6:30 pm.

A NOC shift differential: of seventy-five ($0.75) per hour shall be granted for those working the night shift (10:30 pm – 7:00 am).

Extra weekend differential: All employees scheduled by the Employer to work an extra weekend under Article IV.E.3.a, shall receive a differential of seventy-five cents ($0.75) per hour for said extra weekend.
C. **Charge Nurse Premium**

LPN's who serve as charge nurse will receive an additional seventy-five cents ($0.75) per hour while performing such duties. Additionally, LPN’s serving as Charge Nurse shall receive the increased pay for all vacation hours.

D. **Challenge Pay**

Employees who are called into work shall receive an additional fifty cents ($0.50) per hour. An additional one dollar and fifty ($1.50) per hour shall be granted to any worker(s) in a department whose workload increases because another regularly scheduled staff member is reassigned or other cause. This additional one dollar and fifty cents ($1.50) pay rate is effective only when workload increases due to temporary staff reductions or other increases due to the reduction. This additional one dollar and fifty cents ($1.50) pay rate shall not be paid when staff reductions are made in the discretion of management due to census reduction or other relevant factor. This additional one dollar and fifty cents ($1.50) per hour also includes the night nurse (10:30 pm – 7:00 am) if an aide is unable to be replaced on that shift.

Cooks will receive an additional eighty-five cents ($0.85) per hour if a dietary aide is unable to be replaced only for the hours that they are directly affected: The day cook (7:00 am – 3:30 pm) will receive up to six (6) hours (7:00 am – 2:30 pm) and the pm cook (10:30 am – 7:00 pm) will receive up to four (4) hours (3:00 pm – 7:00 pm).

E. **Temporary work in higher Classification**

When an employee works temporarily in a higher classification, the employee shall be paid at the higher job class start rate, plus ten cents ($0.10) per year of service, for all hours worked in the higher classification.

F. **Miscellaneous**

Employees shall continue to receive the computation of their total take-home pay and every deduction including sick leave and vacation benefits. Employees who regularly work shifts qualifying for shift differential shall have their differential included in their vacation pay.

Definite paydays shall continue to be every other Friday at noon. The Employer will make its best efforts to have paychecks available after 5:00 p.m. for employees working Thursday evenings. The employer shall continue to provide for direct deposit.
The wage increases under Article IX are minimum increases and the Employer has the sole discretion, without notice to or negotiation with the Union, to grant further increases to all or individual employees and/or to increase the starting wage rates on the basis of merit or on any other basis.

**Experience Credit:** The rates provided for in this Article shall be minimums and the employer shall have the ability to pay a new hire more than the start rate specified herein which is based on employee experience. Experience credit is to be applied uniformly both to future hired employees, as well as to existing employees on an equitable basis by the employer.

**G. Training Pay**

Employees who are assigned duties of training new employees shall receive an additional seventy-five cents ($.75) per hour, including clinicals, while performing such training duties.

**Article X – Holiday Reimbursement**

**A. Holidays**

The following shall be recognized as scheduled holidays:

- New Year's Day
- Easter Sunday
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Thanksgiving Day
- Christmas Day

In addition to the foregoing, all full-time employees shall be entitled to take their birthday as an additional holiday. All part-time employees with three (3) or more continuous calendar years of service shall also enjoy the birthday holiday as a benefit—receiving holiday pay if working on their birthday. In all holidays, the employee must complete a request to take another day off in lieu of said holiday. The time off request will then be scheduled subject to scheduling and resident care needs.

**B. Floating Holidays**

Floating Holidays are awarded on July 1st of each year after eligibility criteria has been met. Employees using their floating holidays must follow normal time off requests for scheduling. There are a total of three (3) floating holidays that may be earned by full time employees and two (2) that may be earned by part time employees.
1. Full-time employees who have completed their probationary period shall be entitled to a one-day floating holiday. Full-time employees must give the Employer three weeks advance written notice prior to the date of taking said floating holiday. Employer and employee must mutually agree on the date for said floating holiday.

2. All employees with five (5) or more continuous calendar years of service shall receive a floating holiday. Part-time employees qualifying for this floating holiday shall be paid for normal hours worked.

3. All employees with twelve (12) or more continuous calendar years of service shall receive a floating holiday. Part-time employees qualifying for this floating holiday shall be paid for the normal hours worked.

C. Holidays Falling on Regularly Scheduled Day Off

If any of the above scheduled holidays fall on a full-time employee’s regularly scheduled day off, he/she will be paid for an additional eight (8) hours of pay, or have the option to receive an additional day off at the regular rate of pay.

D. Holiday Pay

1. **Holiday Pay/Compensatory Day:** All employees who work on any of the scheduled holidays will be paid two (2) times their straight hourly rate for every hour they work during each shift that falls within the holiday. The employee may at his/her option, choose a compensatory day off instead of the double time pay. The Employer and the employee shall mutually agree to the day off for compensatory time.

2. **New Year’s Day:** New Year’s Day holiday pay starts at 3:00 p.m., December 31st, and ends at 11:00 p.m. on January 1st.

3. **Christmas Day:** Christmas holiday pay starts at 3:00 p.m., December 24th, and ends at 11:00 p.m. on December 25th.

4. **Part-Time Holiday Pay:** Part-time employees shall be eligible for holiday pay in accordance with Paragraph C. 1. above, if they work the holiday. In addition part-time employees shall be paid two (2) times their straight hourly rate if they are normally scheduled by their Employer to work, and do work, on their birthday.
E. Holiday Work Coverage

The Employer shall first seek volunteers to work holidays. Then, the Employer shall schedule the holidays fairly and equitably among all employees. Weekend scheduling shall take preference over holiday scheduling.

Article XI Vacations

A. Scheduling of Vacations

Vacations shall normally be taken throughout the calendar year and will be granted according to the seniority system as long as staffing coverage can be arranged. The vacation period of any employee shall not be split except with the consent of such employee. The employee must have vacation hours accumulated to be granted the vacation time.

B. Requests for Vacation

All vacation requests shall be made in writing no less than fourteen (14) days prior to the posting of the schedule for the period in which the anticipated vacation is to occur, unless mutually agreed upon otherwise. The Employer shall consider requests by employees to use vacation for family emergencies and for special circumstances without giving the required notice if the employee finds an appropriate replacement and only with the approval of the Administrator.

C. Vacation Computation

1. All employees who have been continuously employed and have accumulated less than 2,000 compensated hours, will have their vacation time calculated annually with an accrual rate of .02 times compensated hours for each base year. (Example: .02 X 2,000 compensated hours in year one = 40 vacation hours accrued after year one.)

2. All employees who have been continuously employed and have accumulated more than 2,000 compensated hours, but less than 7,832 compensated hours, will have their vacation time calculated annually with an accrual rate of .041494 times compensated hours for each base year. (Example: .041494 X 2,000 compensated hours in year two = 82.98 vacation hours accrued after year two.)

3. All employees who have been continuously employed and have accumulated more than 7,832 compensated hours, but less than 21,160 compensated
hours, will have their vacation time calculated with an accrual rate of .062241 times compensated hours for each base year. (Example: .062241 X 2,000 compensated hours in year four = 124.48 vacation hours accrued after year four.)

4. All employees who have been continuously employed and have accumulated more than 21,160 compensated hours, will have their vacation time calculated with an accrual rate of .082988 times compensated hours for each base year. (Example: .082988 X 2,000 compensated hours in year 11 = 165.97 vacation hours accrued after year 11.)

**Article XII— Sick Leave and Other Leaves**

**A. Sick Leave - Accumulations**

Each full-time employee will accumulate one half (.5) day of sick leave for each month of employment not to exceed a maximum of fifty-five (55) days. Each part-time employee will accumulate sick leave on a strict prorated basis one half (.5) day for each 173.3 compensated hours. Upon retirement, an employee who has accumulated fifty-five (55) days of sick leave and has twenty (20) or more continuous years of service shall receive payment of five (5) days of accumulated sick leave.

In order to be eligible for sick leave benefits after notice of quit has been submitted, the employee shall provide the Employer with a physician’s written verification of the employee’s illness during said sick leave.

The Employer’s policy of requiring employees to make up weekend shifts missed shall be waived if the employee has not missed a weekend shift for three (3) months prior to an absence on a weekend shift.

**B. Sick Leave Payout for Family Illness**

In pursuance with Minnesota Law, Chapter 87-S.F.No.840, effective August 1, 2014.

1) An employee may use personal sick leave benefits provided by the employer for absences due to an illness or injury to the employee’s child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee’s attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee’s own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer’s general assets.
2) An Employer may limit use of personal sick leave benefits provided by the employer for absences due to illness of or injury to the employee’s adult child, spouse, sibling, parent, grandparent, or stepparent to no less than 160 hours in a 12 month period. This paragraph does not apply to absences due to illness or injury of a child, as defined in section 181.940 subdivision 4.

3) For purposes of this section, “personal sick leave benefits” means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

4) For the purpose of this section, “child” includes stepchild and a biological, adopted, and foster child.

C. FMLA Personal Leave

In the case of illness, pregnancy or physical disability, which exhausts accumulated sick leave, an automatic leave of absence, without pay, may be granted to the employee under the Federal Guidelines of Family Medical Leave Act (FMLA). FMLA leave allows up to 12 weeks of unpaid leave. Upon request, the employee shall furnish a written statement from a competent medical physician stating the nature of the illness or disability. The employee’s leave of absence may be extended by mutual agreement between the Employer and the Union per the Personal Leave verbiage.

D. Personal Leave

Subject to operational needs, the Employer may grant an employee a personal leave of absence for legitimate reasons in addition to a FMLA leave. A leave not to exceed an additional (3) months may be granted for critical illness, pregnancy, adoption, or physical disability in the employee or family member. Other personal leaves shall be granted at the discretion of the Employer. These leaves shall not generally exceed three (3) months. Upon mutual agreement of the Employer, employee and the Union, personal leaves may be extended for an additional three (3) months.

E. Return From Leaves of Absence

1. For illness and injury leaves of absence up to one hundred eighty (180) days upon proper notice, an employee will be returned to his/her former position, or a position substantially identical to that former position, at the same rate of pay in effect for that employee at the beginning of the leave, except if during such leave there was a negotiated wage increase, in which case the employee would receive the negotiated rate of pay.
2. For personal leaves of absence up to ninety (90) days upon proper notice, an employee will be returned to his/her former position, or a position substantially identical to that former position at the same rate of pay in effect for that employee at the beginning of the leave, except if during such leave there was a negotiated wage increase, in which case the employee would receive the negotiated rate of pay.

3. For personal leaves of absence between ninety (90) and one hundred eighty (180) days, an employee, upon proper notice, will be returned to his/her former position, if it exists. If it does not exist, such employee will be returned to employment at such position as is then available for such employee, with the understanding that such employee will have first option to resume his/her former position at such time as it becomes available.

F. Bereavement Leave

1. The Employer shall continue the present practice of granting a leave of absence of three (3) days without loss of pay to employee in case of death in the immediate family, defined as: the parents of the employee, the employee’s brother, sister, spouse, son, daughter, stepchildren, foster children, grandchildren, grandparents, stepparent, or parents-in-law, sister-in-law or brother-in-law. The three (3) days of eligibility for funeral leave pay shall be consecutive calendar days and shall include the day of the funeral and/or arrangement planning. Additional leave, without pay, shall be granted in accordance with the policy above.

2. Part-time employees shall be granted such leave if the death or family emergency occurs on a regularly scheduled work day or if the leave needs to be taken on a scheduled work day.

G. Jury Duty

When an employee receives notice of jury duty, he/she shall report such to his/her supervisor immediately. He/she will be given leave for such jury duty and will be made whole for loss of pay up to a maximum of fourteen (14) non-consecutive days. He/she will report for work whenever his/her jury duty does not conflict. Any reasonable rearrangement of work hours, including reshifting of other employees for that purpose, will be made. In making the employee whole, his/her wages will be computed as if he/she worked on the first shift at straight time and be paid in full, minus the amount evidenced by the jury check. Part-time employees shall be eligible for such leave if the jury leave occurs on a regularly scheduled work day. This employee shall be made whole only for the amount of pay missed for that scheduled day(s) and shall be computed as regular pay,
minus jury pay. At no time shall the employee be reimbursed for more than the equivalent of the amount he/she was scheduled for a period not more than fourteen (14) non-consecutive days.

H. Snow Days

During severe inclement winter weather, snow days are defined as any weekday, Monday through Friday, excluding holidays, when the Aitkin School District closes all schools. On the weekend days, excluding holidays, snow days shall be determined and granted solely within the Employer’s discretion. In the event of a snow day, any employee scheduled to work a six or more hour shift, who arrives and begins such shift in a timely manner, shall receive one hour bonus pay in addition to his/her hours of regular pay. Said bonus pay shall be at employee’s regular straight hourly rate of pay. Further, if any employee reports within twenty (20) minutes of the beginning of his/her six or more hour shift on a snow day, he/she shall be paid for the full shift. The bonus pay granted under this provision shall have no effect and shall not be taken into account whatsoever in the computation of, and payment of, overtime pay.

I. Union Business Leave

An employee elected to a Union office or selected by the Union to do work which requires the employee to be away from his/her employment with the Employer may request a Union business leave of absence by submitting a written request to the Employer at least thirty (30) days in advance of the beginning of the requested leave. The Employer may deny the request or limit the minimum or maximum length of the leave based on the best interest of the Aicota Health Care Center.

J. Perfect Attendance

Any employee who has perfect attendance for a four (4) month calendar period shall be entitled to four (4) hours compensation time with pay if he/she is part-time, or eight hours compensation time with pay if he/she is full-time. Perfect attendance, for purposes of this provision, means that the employee has worked all regularly scheduled shifts and has worked the entire shift for each day. It shall not be considered perfect attendance in those cases where an employee has given away to or forfeited shifts with other employees over and beyond one shift per month. Employees shall not be considered as having attended work for those days wherein they are suspended or otherwise not working a regularly scheduled shift due to disciplinary action. Starting periods for the Attendance Program are October 1 through January 31; February 1 through May 31, June 1 through September 20 or each year. If an employee is hurt on a work-related instance, the injury will not count against the perfect attendance record for that 4-month period, if there are no other instances.
Article XIII – Educational and Professional Development

A. Education Reimbursement

It shall remain the practice of the Employer that education leave is granted on a non-discriminatory basis.

1. If the Employer requests the employee to take additional training or education, then the Employer shall pay for such training and education.

2. The Employer shall continue to pay for the certification exam for nursing assistants.

3. If the Employer agrees that an employee take the course in Trained Medical Assistant training, the Employer shall pay tuition fees and books for employees who successfully complete such course.

4. The Employer may require employees to complete one (1) year of service after the above-mentioned training has been paid for by the Employer. If the employee terminates his/her employment before one (1) year of additional service, then the employee shall pay the prorated amount back to the Employer.

5. Mandatory LPN Education - The Employer will continue its current practice of providing classes offering CEUs or reimbursing nurses for attending outside CEU programs for the purposes of meeting minimum nursing registration or licensure requirements.

Article XIV – Working Conditions

A. Employee Dining Room

The Employer shall continue to provide vending machines in the employees’ dining room. The Employer has no present intention of discontinuing free coffee in the employees’ dining room; the Employer shall not be bound by the provisions of this Agreement to continue to provide such free coffee.

The Employer shall continue to provide the initial name pin at no cost to the employee. The employee shall pay a nominal fee for all subsequent pins unless otherwise directed by the Employer.
B. Telephone Usage

Employees shall not be allowed to use the telephone for personal use during work time, except for emergency. If the call is not an emergency call, only a number will be taken. All employees shall have an operating telephone in his/her residence at all times during his/her employment at Aicota Health Care Center. Failure to have such an operating telephone shall be a cause for immediate dismissal.

C. Breakage

Employees shall not be held liable for accidental breakage of glassware and fragile equipment during the course of their duties, providing that such breakage is immediately reported to the employee’s supervisor.

D. No Strike/No Lockout

The parties agree that there shall be no strike, picketing, work stoppage or lockout during the term of this Agreement

E. Supervisors

In accordance with established past practice, the Employer shall continue to utilize the current supervisors in the same manner as they have been utilized. Hereafter, supervisors will not perform additional bargaining unit work except when training employees, temporary filling, due to unforeseen work-load emergencies, or because of unexpected absences of bargaining unit employees. The Employer shall offer any additional hours to bargaining unit employees who have requested to work additional hours and who are available to work.

F. Five Minute Credit

An employee may clock in five minutes late, when such lateness is due to automobile trouble or severe weather conditions. In either case, the Employer may request verification of car trouble or severe weather conditions preventing timely clocking in. This language shall in no way restrict or inhibit the Employer’s ability to discipline an employee for tardiness, especially in cases where it is believed that this privilege has been, or is being, abused.

G. Purchase of Meals

Employees who work the 7:00 a.m. to 3:00 p.m. or 3:00 p.m. to 11:00 p.m. shifts shall have the ability to purchase meals prepared by the Employer’s dietary department for the residents of the Employer’s facility for a cost of $2.00 for noon meal and $2.50 for
evening meal. The Employer agrees to pay any applicable sales tax associated with said meal purchases.

H. Uniform/Clothing Allowance

All employees shall receive a uniform/clothing allowance as noted below. This allowance shall be paid each year on the first payroll in April:

Full-Time - $65 per year
Part-Time - $50 per year (includes weekend only staff)

Employees must use the dollars set forth above to make such uniform/clothing purchases. Employees will be expected to follow the dress code which includes neat, clean, and tatter-free uniforms.

I. Health and Safety

The Employer agrees to continue 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. The Union will continue to recognize its 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 continue to make all reasonable effort to provide employees with safe and adequate equipment, working environment, and facilities.

Article XV- Retirement Savings Plan

The Employer will offer a retirement savings plan ("Plan") to Employees. The Employer shall determine and may modify without notice to or bargaining with the Union, all aspects of that Plan, including but not limited to the Plan administrator, investment options, contributions, Employer contributions, if any, and any other aspects of that Plan.
Article XVI - Successorship

In the event of any sale, purchase, merger or other transaction affecting ownership of Aicota Health Care Center, Inc, the Employer shall notify the Union forty-five (45) days prior to the conclusion of such transaction. The Employer shall make known to all parties to the transaction the terms and conditions of this Collective Bargaining Agreement. Further, the Employer shall make as a condition of such transaction the purchaser’s agreement to recognize the exclusive representation of SEIU Healthcare.

Article XVII - Management Rights

Except as specifically limited by the express written provisions of this Agreement, the management of the Employer and the direction of the working forces shall be deemed the sole and exclusive function of the Employer. Such management and direction shall include, but is not limited to, the rights to hire, lay off, demote, promote, transfer, discharge or discipline for just cause; maintain discipline; assign and delegate work; determine quality and quantity of work performed; maintain and improve efficiency; require observance of reasonable nursing home rules and regulations; direct and schedule the working forces; determine the number of hours to be worked; determine the materials, means and type of service provided; determine the methods, supplies and equipment to be utilized; determine methods of compliance with federal and state regulations affecting nursing homes; discontinue jobs because of valid management and economic reasons; decide employee qualifications consistent with federal and state standards; and manage and administer the Employer’s operation. The Employer shall not subcontract any future bargaining unit work unless the Employer first negotiates and reaches agreement with the Union with regard to the effects of such subcontracting. None of the management prerogatives set forth above shall be exercised in a discriminatory manner contrary to the spirit of this Agreement.

Article XVIII - Term

This Agreement shall be effective as of the 1st day of January 2019, and shall remain in force and effect through December 31, 2021, and shall thereafter, be subject to reopening by either party upon ninety (90) days’ written notice to the other party prior to December 31, 2021, or any anniversary date thereafter.

The contract shall be reopened effective December 31, 2019 and December 31, 2020 for the purpose of negotiating wages.
IN WITNESS WHEREOF, the duly authorized undersigned parties have hereunto signed their signatures effective of the day and date first written above.

Aicota Health Care Center, Inc.

By ___________________________  
Its President/Administrator

Date 4/12/19

SEIU Healthcare Minnesota

By ___________________________  
Its Internal Organizer

Date 3/26/19

By ___________________________  
Union Representative

Date 3-28-19

By ___________________________  
Union Representative

Date 3-28-19

By ___________________________  
Union Representative

Date 3-28-19

By ___________________________  
Union Representative

Date 3-28-19