Collective Bargaining Agreement

between

Bay View Nursing and Rehabilitation Center

and

SEIU Healthcare Minnesota

Effective
June 1, 2019
Through
May 31, 2020
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Employment Agreement Between
Bay View Nursing and Rehabilitation Center
and
SEIU Healthcare Minnesota

PREAMBLE

This Agreement is made and entered into this 1st day of June 1, 2019 by Bay View Nursing and Rehabilitation Center (the “Employer”) and SEIU Healthcare Minnesota, (the “Union”).

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative of Employees employed in the unit for which the Union was certified by the National Labor Relations Board in NLRB Case No. 18-RC-14329 as unit employees’ exclusive representative.

1.1 Classification or Title Change

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

1.2 No Change to Defeat Contract

No Classification or title shall be changed or new classifications or title created to defeat the spirit of this Agreement. The Employer agrees to notify the Union promptly of all changes or additions in classifications or titles within the bargaining unit. Whenever possible, notice shall be in writing and given no later than ten (10) days prior to implementation.

1.3 No Contradictory Rule

The Employer agrees not to enter into any agreement or contract with its employees within the bargaining unit either individually or collectively, which conflicts with or contradicts any of the provisions of this Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

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

1. Hire, promote, demote, layoff, assign, transfer, discipline, suspend, or discharge for just cause;
2. Select and determine the number of employees, including the number assigned to any particular work;
3. To increase or decrease that number;
4. Direct and schedule the work force;
5. Determine the location and type of operation;
6. Install or remove equipment;
7. Determine the methods, procedures, materials, and operations to be utilized by the Employer;
8. Establish, increase or decrease the number of work shifts and their starting and/or ending times;
9. Promulgate, post and enforce reasonable rules and regulations governing the attendance, conduct, and acts of employees during work hours;
10. Select supervisory employees;
11. Train employees;
12. Introduce new and improved methods of operations;
13. Establish, change, combine, or abolish job classifications, and determine job content and qualifications;
14. Set reasonable standard of performance of the employees;
15. Develop and distribute employee handbook and employee-related policies, procedures, and forms.

ARTICLE 3 – SUCCESESSORSHIP

In the event of a transfer, sale or assignment of the Employer’s facility, the Union shall be notified as soon as practical in advance of such action. Upon request of the Union, the Employer agrees to meet and bargain the effects of such transfer, sale or assignment upon the bargaining unit Employees.
ARTICLE 4 – UNION SECURITY

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

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

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

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

It is the Employee’s responsibility and a condition of employment to ensure that payments to the Union are made on a timely basis. The Collective Bargaining Agreement provides that Employees may voluntarily elect to have Union dues and fees deducted from their checks and sent to the Union.

4.2 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 bi-weekly dues or non-member fees, 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 bi-weekly service fees equal to the standard bi-weekly dues paid by Union members. This payment in no event shall exceed the regular bi-weekly Union dues paid by Union members working an equivalent number of hours.

Payments required by this section shall be made only after an Employee has completed sixty (60) days of employment. The fee required by paragraph one shall be due and payable upon the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter unless deducted from the employee’s paycheck pursuant to Section 3.3 below. 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 unless deducted from the employee’s paycheck pursuant to Section 3.3 below.
Any Employee electing to pay the service fee who is delinquent in making the payments required herein for more than thirty (30) days shall be terminated by the Employer without any notice to the delinquent Employee. Termination shall occur within three (3) days after receipt of written notice from the Union to the Employer of such delinquency. The Union shall save the Employer harmless from any claims of an Employee so terminated.

4.3 Dues Deductions

The Employer agrees to deduct Union dues, or comparable 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 more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from the wages of employees each pay period (or at such other intervals as may be agreed upon in writing by the Employer and the Union). Withheld amounts will be forwarded to the Union 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 Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union. The Employer will work with the Union in order to process dues and reporting hours electronically.

Employees may express authorization by submitting a written application, through electronically recorded voice authorization, by submitting an on-line deduction authorization, or by any other means indicating agreement allowed under state and federal law. 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 shall provide the Employer with the names of employees for whom dues shall be deducted.

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

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

4.4 Employee Lists

Each month, the Employer will send the Union a list with the following information:

- New Hires: name, hire date, address, phone number, classification, rate of pay, employee number and number of hours worked per pay period.
- Non-Contract: name, employee number, date of job transfer, position the employee is transferring from and into, new hire information if the employee is transferring into the bargaining unit.
- Terminated Employees: name, termination date, classification and employee number
- Employees on Leave of Absence: name, date leave begins, date or return and employee number
- Changes: name changes, address changes, phone number changes, changes in hours per pay period, change in classification, any other changes affecting union membership or dues, and employee number.
- Hourly Reports: monthly lists of all employees in the bargaining unit with actual hours worked by pay period/month, along with name, employee 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 monthly and posted on the union bulletin board.

4.5 SEIU Healthcare Minnesota may be moving to a percentage dues system which is based on each members gross pay per pay period under the Collective Bargaining Agreeable. There will continue to be a minimum and maximum dues.

In an effort to make the transition as smooth as possible, SEIU Healthcare Minnesota is requesting the following data in addition to the member information provided above:

- Each Pay Period: Name, employee number, gross pay per pay period, and dues deduction amount
- Annually: Name, employee number, hire date, classification, wage rate, gross collective bargaining wages, and total annual dues deducted.

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

4.7 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.

ARTICLE 5 – UNION REPRESENTATION ACCESS/BULLETIN BOARDS/STEWARD

5.1 Access to Facility
Union Representatives are allowed on the Employer’s property, upon consultation with the Employer, as provided below:

The Employer has advance knowledge of the name and title of the Union Representative.

The Union has notified the Employer of their intent to access the Employer’s property and has confirmed availability of the break room, not to be unreasonably denied.

The Union Representative must sign in and meet with bargaining members in the break room away from patients and other employees.

The Union Representative will hold such meetings Monday through Friday during normal business hours unless they have approval for a different time, not to be unreasonably denied.

5.2 Bulletin Boards

A designated bulletin board located in the hallway adjacent to the break room shall be provided by and for the exclusive use of the Union for communicating with employees. A Union Representative shall have access to the Bulletin Board Monday through Friday during business hours provided the provisions in Article 5.1 “Access to Facility” are followed. Notices or literature other than that for the normal conduct of the Union’s business (i.e., meeting notices, steward lists, union social activities, etc.) must first have the Employer’s approval. The Employer’s approval shall not be unreasonably denied.

5.3 Steward/Leader Committee

The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, shop stewards/leaders to handle Union business. Stewards/Leaders handling Union business shall do so on unpaid time. However, should the Employer, or an Employee request a steward/leader or stewards/leaders to attend any meeting, such time shall be on Employer’s time. The Employer will provide the name, address, telephone, job and shift of all new hires to the Stewards/Leaders.

The Employer agrees to recognize the Internal Organizer of the Union or his/her designee as the proper authority to adjust with the Employer, any controversy between the parties as to the meaning and application of the provisions of this Agreement. A Steward/Leader shall be allowed to attend new employee orientation on paid time for the purpose of distributing Union new employee packets.

5.4 Negotiating Committee

Any Union member who serves on the Union’s negotiating committee shall receive credit for seniority and benefits purposes.
ARTICLE 6 – PROBATIONARY PERIOD

All employees covered by this Agreement who are hired on or after the effective date of this Agreement, whether or not previously employed by the Employer, shall be subject to a probationary period of ninety (90) calendar days. During the probationary period all employees shall work under the terms and conditions of this Agreement, except as otherwise expressly provided herein.

Seniority shall not accrue to employees during their probationary period. However, upon successful completion of said probationary period, all employees shall be deemed to be regular employees covered by the terms of this Agreement and their seniority shall revert back to the date of hire.

During the probationary period, an employee may be terminated with or without just cause and such action shall not be subject to the grievance procedure.

The probationary period may be extended for an additional thirty (30) calendar days at the Employer’s discretion. The Employer shall notify the Union, in writing, of the name of the employee who will have his/her probationary period extended. The notice must be received by the Union no later than the eightieth (80th) calendar day of the probationary period of the employee involved.

ARTICLE 7 – GRIEVANCE PROCEDURE

Definition of a Grievance

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

Procedure

All complaints, disputes, controversies or grievances arising between the Employer and the Union, or any Employee covered by this Agreement which involve 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 “workday” is a day other than Saturday, Sunday or a holiday recognized by this Agreement.

Any grievance based upon the suspension or discharge of an Employee shall be referred directly to Step 2 of this procedure within seven (7) workdays following the suspension or discharge.

Grievances, as defined in the paragraph above, shall be resolved in conformance with the following procedure:
Step 1: The grievance shall be discussed informally between the Employee and/or Union Steward/Leader and the Administrator and/or Employee's departmental head. The departmental head shall attempt to resolve the grievance and shall respond to the Employee and/or the Union Steward/Leader within six (6) "workdays", excluding Saturdays and Sundays.

A grievance involving suspension/discharge shall start at Step 2 of the grievance process.

Step 2: If the grievance is not resolved at Step 1, it shall be reduced to writing and shall specify the alleged violation of the Contract and the Employees involved and submitted to the Administrator or his/her designee.

The written grievance must be submitted to the Employer within fourteen (14) workdays after the date of the occurrence. A grievance relating to pay shall be timely if received by the Employer within fourteen (14) workdays after the pay day for the period during which the grievance occurred.

Upon receiving the formal written grievance, the Employer will re-evaluate the merits of the grievance and respond in writing within six (6) workdays. If the grievance is accepted, the matter is resolved.

Step 3: If the grievance is not resolved in Step 2, a meeting to consider the grievance shall be held between the Employer, the Union Steward/Leader or Internal Organizer, and the Employee within fourteen (14) workdays after the submission of the written grievance. This meeting may take place in person, by telephone, or by any other means mutually agreed upon between the parties. Within fourteen (14) workdays of this meeting, the Employer shall submit a written reply to the Union Steward/Leader, the grievant and Internal Organizer. If the Union and the grievant accept the terms of the written reply, the grievance shall be considered resolved.

Step 4: If a satisfactory settlement is not reached at the Step 3 meeting, the grievance may be submitted to the Federal Mediation and Conciliation Services (FMCS) Grievance Mediation Process, if mutually agreed upon by both parties. If a grievance goes to mediation, time limits are waived until the parties meet in mediation. If the grievance is not resolved after attempts at mediation, the grievance shall move to Step 5, Arbitration, within fourteen (14) workdays.

Step 5: If the grievance is not resolved in Step 4, either the Employer or the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within fourteen (14) workdays following the receipt of the Step 3 written reply to the grievance.
The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine this 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. The parties shall alternately eliminate arbitrators from the list of seven (7) names until one (1) name who remains shall be the neutral arbitrator. A coin toss shall be used to determine which party shall strike first.

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 not have the authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue.

The award of the arbitrator shall be final and binding upon the Employer, the Union and employees involved. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being waived and it shall not be submitted to arbitration. The time limitation provided herein may be extended by mutual agreement between the Employer and the Union.

ARTICLE 8 – UNIFORMS, DINING/LOCKER FACILITIES

8.1 Uniform Allowance

When the Employer requires employees to wear specific wearing apparel (uniforms), the Employer shall furnish the same without cost to the Employee or such uniforms shall be reimbursed under the following schedule:

Full-time employees – One Hundred ($100.00) dollars per year.
For the purpose of uniform allowance only, part-time employees (employees scheduled forty (40) or less hours per pay period) – Fifty ($50.00) dollars per year.

Shoes will be an allowable expense from the employee’s yearly dollar allowance. Shoes of nursing personnel must be white or almost white in color.

For the purchase of uniforms at any supplier or store, a receipt must be turned in to the Red Wing Health Center for reimbursement to the maximum amounts stated above. The Employer shall reimburse employees within thirty (30) calendar days from the date the receipt is submitted.
If the Employer determines to provide uniforms to Employees in lieu of paying a uniform allowance, the parties shall meet in a Labor/Management Committee to discuss such change. The Committee shall determine implementation, color and pattern of uniforms and the number of uniforms provided to each employee.

If the Employer requires the employees to wear an identifying device of any nature, i.e., name tags, such device shall be furnished by the Employer at a rate three (3) per year without cost to the employee. Additional devices provided above and beyond three (3) per year shall be paid for by the employee at cost but not to exceed five dollars ($5.00).

Upon institution of the photo ID swipe photo ID card system, the Employer will provide one (1) ID badge to each employee annually and up to one (1) replacement at no cost (unless the card is damaged in the line of duty). Further replacements will be at the employee’s cost of five dollars ($5.00) per card.

If an employee has his/her uniform or eye glasses damaged during the course of his/her job duties, the Employer shall pay the cost of replacement taking into account the depreciated value of the worn clothes.

8.2 Dining – Locker Facilities

The Employer will continue to provide locker facilities and will provide a designated outside smoking area for the convenience of employees to use on their breaks and meal periods.

ARTICLE 9 – HOURS OF WORK

9.1 Work Week

The regular work period for all employees, except nursing assistants and medication aides, shall be eighty (80) hours to be completed in a two (2) week period. Eight (8) hours shall constitute a day’s work to be completed within eight and one-half (8 1/2) consecutive hours with a one-half (1/2) hour unpaid meal period included therein. The regular work period for nursing assistants and medication aides shall be seventy-five (75) hours to be completed in a two (2) week period. Seven and one-half (7 1/2) hours shall constitute a day’s work to be completed within eight (8) consecutive hours and a one-half (1/2) hour unpaid meal period included therein. No employee shall be scheduled to work more than five (5) consecutive days, except upon the payment of overtime at the rate of time and one-half his/her regular rate of pay, unless the employee agrees to a different schedule. (Examples - Agree to work extra hours, trades, or schedule change for employee convenience.) All existing employees shall have a minimum of every-other weekend (Saturday and Sunday) off and two (2) days off during the alternate week.
Schedules shall be posted on the 20th of each month for the following month. Once posted, if schedule changes subsequently become absolutely necessary by the employee or the Employer, it will be discussed by the parties in person in order to achieve and mutually agree upon such schedule changes.

Exceptions to the general pattern of scheduling may be made by agreement between the Employer and the employees as long as the exceptions do not violate or conflict with any other provisions/members of the Collective Bargaining Agreement.

9.2 Break Periods

1. Employees shall be allowed, without reduction in pay, a fifteen (15) minute break in each four (4) hour period, except for the seven and one-half (7-1/2) hour shift, a fifteen (15) minute break for the first four (4) hours and a ten (10) minute break for the three and one-half (3-1/2) hours.

2. Each employee scheduled to work a shift of more than six (6) continuous hours shall be entitled to a one-half (1/2) hour uninterrupted meal period.

9.3 Definitions of Employees

Regularly Scheduled Blocks: Regularly scheduled blocks will constitute a specific set of days and shifts and the total hours an employee will be normally scheduled to work per pay period.

Full-time Employees: Employees who are regularly scheduled to work seventy-two (72) hours or more during a two (2) week overtime rule period shall be classified as full-time employees.

Part-time Employees: Employees who are regularly scheduled to work less than seventy-two (72) hours during a two (2) week period shall be classified as part-time.

Backup Employees: Employees on backup status before 1/1/09 who are not regularly scheduled any hours and who are under no obligation to work when called shall be classified as back up employees. Back up employees shall fill in where needed when agreeing to work. If an employee fails to work for two (2) months in a six (6) month period, the employee will be treated as having voluntarily terminated his/her employment.

After 1/1/09, employees who chose to become backup status employees shall be required to work one (1) weekend (Saturday and Sunday) and four (4) additional shifts per month. If an employee fails to work the required shifts for two (2) months in a rolling six (6) month period, the employee shall be removed from the backup list and shall be considered to have voluntarily terminated his/her employment.

Student Employees: Employees who are hired but who are also students at a college, technical school or high school shall be classified as student employees. These employees shall work when
on leave from school during the summer months and holidays or after school hours. These employees may be required to provide documentation to the Employer regarding their status as a student.

Temporary Employees: Employees who are hired for a specific term of employment such as summer student employees or temporary replacement for employees on leave of absence shall be classified as temporary employees. Temporary employees may be dismissed at the end of the term for which they were hired and such termination shall not be subject to the grievance procedure. Part-time employees shall be offered any available hours before utilizing a temporary employee.

9.4 Overtime

Overtime pay shall be one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of forty (40) hours in a work week. Employees shall not be required to take time off in lieu of overtime pay.

All overtime must be authorized by the employee's supervisor, or person in charge of the building.

9.5 Mandated Hours

When the Employer determines the need to mandate, all employees who are working at the time the mandate is being issued will be offered to pick up the mandate hours on a voluntary basis by seniority for mandate (double) pay. If all shifts are not filled by volunteers, the Employer will mandate according to the mandate rotation list (which will be made available to all shift supervisors and to employees upon request) for mandate (double) pay. Any employee mandated to work shall be given two (2) hours’ notice unless in a documented emergency.

To ensure that employees are given at least two (2) hours’ notice of a mandate, employees and supervisors will sign a note stating the exact time of the mandate. If an employee refuses a mandate with less than two (2) hours’ notice, he/she will not receive attendance points. Attendance points for refusing a mandate will not exceed the points given for calling in and canceling an employee’s shift. Further concerns with mandating issues will be dealt with at Labor Management.

All employees may be mandated, except those who are called in to work the “same day” or employees working a schedule of twelve (12) hours or more or probationary employees.

9.6 Flexible Scheduling

The Employer and Employee may mutually agree to a flexible work schedule which provides for shifts worked in excess of eight (8) hours per day. Flexible work schedules shall be available to all full-time and part-time employees regardless of department.
Once a flexible work schedule has been established, the Employer shall send the Union written notification of such flexible work schedule.

Flexible work schedules shall be posted and offered to staff by seniority per Article 10 (C).

Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

1. An Employee shall have the opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The Employee may limit agreement to specific types of flexible work schedules. The Employer shall retain written documentation that an Employee has agreed to a flexible work schedule and the type of flexible work schedule the Employee has agreed to.

2. The Employer or Employee may terminate a Flexible Schedule with written notice of not less than four (4) weeks. Employees who terminate a flexible schedule may bid for vacant positions. If the Employer terminates a flexible schedule and there are no vacancies the Employer, Union and Employee shall meet to discuss options provided for under Article 10.

3. Employees working a flexible work schedule shall be paid overtime at the rate of time and one-half for all hours worked beyond their scheduled flex shift per day or in excess of forty (40) hours per week rather than the overtime provisions set forth in Section (C) of this Article.

4. Flexible Schedule Employee(s) will accrue time off benefits (e.g., sick leave, vacation, etc.) according to the provisions set forth in this Agreement and may use time off benefits in eight (8) hour increments or according to the length of the flex shift.

5. Employee(s) shall be paid double time (2X) for all hours worked on designated holidays (Article 6) and shall be paid straight time for the number of hours they are normally scheduled to work on designated holidays not worked.

   A. If employee works more than 3 (three) twelve (12) hour shifts in three consecutive 24 hour periods, pay shall be at one and one-half (1½) times their regular rate of pay.

9.7 No Split Shifts

There shall be no split shifts, except by mutual agreement of the Employer, Employee, and the Union.

9.8 No Time Off in Lieu of Overtime
Employees shall not be required to take time off in lieu of overtime pay, unless mutually agreed to between the employee and Employer. Time taken off in lieu of overtime must be taken in the same pay period. Overtime work shall be offered by seniority.

9.9 Seniority Preference

In the establishment of new work week schedules, the Employer shall give preference to employees in accordance with seniority.

9.10 12 Hours between Shifts

There will be a minimum of twelve (12) hours lapse between shifts. If an employee does not have a minimum of twelve (12) hours between shifts due to being mandated to work, that employee shall receive time and one-half for all hours worked until the twelve (12) hour point has been reached. Exceptions shall only be made by mutual agreement of the Employer and the affected employee.

9.11 Float/Bump Policy

If the Employer determines the need to reassign an employee to another location after the start of a shift, the Employer will determine where the volunteers will be drawn from. Once the Employer has determined what station the employee(s) will be drawn from, the Employer will first seek volunteers based on seniority. If no volunteers are found, the Employer will determine by reverse seniority, which employees will be moved based upon need.

The Employer shall not involuntarily bump LPN’s out of their classification.

Employees of the Employer shall not be bumped by any outside temporary agency or pool staff and shall have preference of station assignment before outside temporary staff, unless temporary staff assigned to a unit exceeds fifty percent (50%).

Employees shall not be floated/bumped more than two (2) times per shift.

9.12 Call Sheet/Extra Hours

A calendar will be posted at the beginning of each month showing available hours for the following month. This calendar will remain posted for ten (10) days.

Hours will be granted from the calendar by seniority unless the granted hours would cause overtime. A first-come-first-serve system will be used for granting hours not filled by the calendar by either employees contacting the facility when interested in extra hours, or by the facility calling employees when hours become available. Overtime hours will be offered from the calendar by seniority.

All hours granted from the calendar will be posted on the 20th of each month on the monthly schedule. Any hours granted from the calendar become a part of the employee’s schedule for
that month. Employees not granted hours from the calendar will receive priority in granting unpredictable/call-in hours. These hours will be granted by seniority, unless the hours would cause overtime. If determined necessary, overtime hours will be granted by seniority.

9.13 Charge Nurse

The Employer assumes responsibility for filling the Charge Nurse position either through voluntary Union LPN’s or via the use of management Nurses.

A pool of Nurses will be established that may be called to fill in as Charge Nurse if LPN’s on duty refuses Charge Nurse duty.

If, during the term of this Agreement, there are concerns with the Charge Nurse duties, both parties shall meet to discuss and resolve those concerns.

ARTICLE 10 – HOLIDAYS

10.1 Recognized Holidays

After completion of the probationary period, all full-time employees shall be granted the following (7) holidays with pay:

- New Year’s Day
- Memorial Day
- Labor Day
- Fourth of July
- Thanksgiving Day
- Christmas Day
- Martin Luther King Day

The Christmas Day and New Year’s Day Holiday shall begin at 10:00 p.m. on the previous day.

10.2 Floating Holiday

All current employees shall be eligible for their floating holiday on February 23rd of each year. New employees, on their anniversary date, shall be eligible to receive the one (1) Floating Holiday. Part-time employees must take their Floating Holiday on a regularly scheduled day to work and shall receive pay for the number of hours they would have been scheduled for that day. The Employer will respond to the employee’s request for the Floating Holiday at least one (1) month prior to the requested date. Employees must take their floating holiday on a regularly scheduled shift to work not to include a holiday shift.

10.3 Premium Pay/Compensatory Time Off

If an employee works on a holiday, she or he will be paid double time for all hours worked on the holiday, or at the employee’s option, shall be granted an equal number of hours of compensatory
time off. Such compensatory time off shall be taken within a four (4) week period following said holiday, subject to Section 10.4 below, and the employee may request which day off he/she prefers, not to include a holiday, based on seniority.

To be eligible for holiday pay or compensatory time off, an employee must have worked his/her regularly scheduled workday immediately preceding and following the holiday unless the employee is off on approved paid leave, work related injury or hospitalization, not to include paid sick leave.

10.4 Unworked Holiday

If a holiday falls on an employee’s day off, he/she will be paid his/her regular rate of pay for his/her normal shift length or at the employee’s option, given his/her normal shift length of compensatory straight time off within a four (4) week period following said holiday, and the employee may request which day he/she prefers, not to include a holiday, based on seniority. The request for compensatory time off shall be made at least one (1) week in advance and the Employer shall respond to the employee within twenty four (24) hours. Part-time employees will receive this benefit prorated based on authorized hours.

10.5 Part-Time Employees

Part-time employees shall be paid holiday pay for un-worked holidays that fall on a regularly scheduled day off, prorated, based on authorized hours. If the employee is given the holiday off on a regularly scheduled day to work, he/she shall be paid for the number of hours he/she would have been scheduled to work.

10.6 Holiday Pay in Lieu of Compensatory Time Off

If in either of the foregoing circumstances (10.2, 10.3), the employee has not received his or her compensatory straight time off within the time limit specified, she or he will receive straight time pay for the holiday in lieu of compensatory straight time off.

10.7 Holiday Scheduling

Employees will be scheduled to work on holidays on a rotating basis, except in the case of emergency or unavoidable situations where application of the general pattern would have the effect of depriving residents of need care. If such a requirement would result in overtime, the Employee may be scheduled an adjacent day off. If the holiday falls on a weekend, the schedule shall prevail. Employees not normally scheduled to work weekends shall, in case of a holiday falling on weekend, receive either an additional mutually agreed upon day off or holiday pay.

ARTICLE 11 – PAID SICK LEAVE

11.1 Rate of Accrual
Employees shall be entitled to sick leave with pay for personal illness. Sick leave for full-time employees shall be earned and accumulated at the rate of one (1) day (8 hours or 7-1/2 hours for those employees working a 7-1/2 hour day) for each current month of service. Sick leave for part-time employees shall be earned and accumulated at the rate of one (1) day (8 hours) for each 173 compensated hours. Employees who have at least twelve (12) consecutive months of service with the Employer, and have worked an average of twenty (20) hours or more per week during the past twelve (12) consecutive months, may utilize accumulated "sick leave" under the section for absences due to an illness of their child. The amount of sick leave and the conditions for the child's illness are the same as provided for the employee under the Employer's sick leave policy. Sick leave will have a maximum balance of 200 hours. The Employer may require proof of sickness and/or a physician's certificate. No employee shall have to find his/her replacement if he/she calls in sick.

11.2 Wellness Bonus

Employees who have perfect attendance for a period of two (2) consecutive calendar months will be given the opportunity of using one (1) day of any accumulated sick hours for a Wellness Day. This is a day off which is requested three (3) weeks in advance with the supervisor and the supervisor shall respond in one (1) week from the date the request was submitted. Such day must be taken within the following three (3) calendar months and must not be taken on a holiday. Your scheduled Wellness Day is not considered as an absent day.

11.3 Cash Out Bonus

Employees may cash in any sick hours in excess of one hundred (100) at one hundred percent (100%) of their current rate of pay up to a maximum of one hundred (100) hours per year on their anniversary date.

ARTICLE 12 – LEAVES OF ABSENCE

12.1 Application for Leave

Any request for an unpaid leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization, if granted, for a leave of absence shall be furnished to the employee by the Employer, in writing within fourteen (14) days of the request.

No credit for purposes of wage increments, vacation or sick leave shall be given during the period of Leave of Absence, but an employee shall not lose service previously accrued.

12.2 Medical, Pregnancy, Disability Leave
A leave of absence without pay shall be granted for personal illness, disability, critical illness or parenting, for the period of disability, not to exceed six (6) months unless extended in writing by the Employer. A parenting leave of absence without pay shall be granted for a minimum of ten (10) weeks.

There shall be no break in seniority during the period of a Medical, Pregnancy, or Disability Leave of Absence.

12.3 Personal Leave

Upon written application, an employee may be granted a personal leave of absence without pay at the discretion of the department head and the Administrator. Personal leaves are granted subject to the given department’s ability to cover the employee’s schedule for the period requested without hiring additional permanent full-time staff, and the nature of the request. Any employee requesting a personal leave of absence must use all accrued vacation prior to the beginning of the leave of absence.

12.4 Return from Leave

When the employee returns within thirty (30) days from a personal leave or within three (3) months from a medical/disability/parenting leave, the employee will be returned to his/her regularly scheduled position (that is in the same block schedule).

When a medical/disability/parenting leave extends beyond three (3) months but no longer than six (6) months, the employee will be returned to his/her classification, shift, hours status, and weekend rotation.

When a personal leave of absence extends beyond thirty (30) days or a medical/disability/parenting leave extends beyond six (6) months, the employee will not be guaranteed his/her original position, but will be given first preference when a similar position at a comparable wage level within the department becomes available. If the employee chooses not to accept the position offered, he/she will be considered to have resigned.

An employee on leave beyond twelve (12) months or the agreed upon amount of time, shall be terminated. However, if and when the employee is able to return to working status, the Employer shall make every effort and consideration for rehire. This is not to be construed as a guaranteed job placement.

An employee on a leave of absence may continue coverage under the Employer’s group health insurance plan by paying the cost thereof.

12.5 Jury Duty Leave
When an employee receives notice of jury duty, he/she will notify his/her supervisor at once. He/she will be given leave for such jury duty and be made whole for loss of pay during that period. He/she will report for work whenever his/her jury duty does not conflict provided, however, he/she will not be required to work later than 7:00 p.m. on any day he/she was requested to report for jury duty. Any reasonable rearrangement of work hours will be made. In making the employee whole, his/her wages will be computed as if he/she had worked on the first shift at straight time and be paid in full therefore, minus the amount evidenced by his/her jury check. In no event shall jury allowance be made in any one year to an employee for over four (4) weeks of such service. Whenever considered necessary by the Employer because of the needs of the business at particular time or the difficulty of substitution for the particular employee, said employee will cooperate with the Employer in requesting and obtaining postponement of said jury duty.

12.6 Military Leave

A leave of absence for military service shall be granted in accordance with the provisions of the Veterans Re-Employment Act.

12.7 Bereavement Leave

Upon completion of an employees’ probationary period, when a death occurs in the immediate family of any Employee, the Employer shall give a paid bereavement leave of up to four (4) days. Employees shall take the days for the purpose of making arrangements and attending the funeral or memorial service. Immediate family is designated as: spouse, child, sibling, parent, grandparent, and grandchild.

When a death occurs in the non-immediate family of an Employee, the Employer shall give a paid bereavement leave of up to two (2) days. Non-immediate family is designated as: aunt, uncle, niece, nephew, Employee’s spouse’s immediate family and parent-in-law, child-in-law and sibling-in-law.

Significant other (either gender) may be substituted for spouse, with sufficient supporting documentation. Step-family members shall be included in the definitions of immediate family and non-immediate family noted above.

Employees will be compensated only for those hours for which they were scheduled during the identified bereavement leave period. The identified leave period will be only those scheduled days directly preceding the funeral/service through the day following the funeral/service unless different days are agreed upon between the Employee and the Employer.

For all the above, employees may request up to three (3) accrued paid sick days for travel and other arrangements resulting from funeral leave. Employees may also request additional time off without pay if so desired.
The employee shall notify his/her supervisor or other designated administrative employee at the earliest possible opportunity following knowledge of the need for such leave of absence.

12.8 Family Leave/Parental Leave

After one (1) year of employment, an otherwise eligible employee may take a leave of absence in accordance with the Family and Medical Leave Act (FMLA) and/or the Minnesota Parental Leave Act, if applicable. The Employer shall have discretion to establish rules, etc. regarding FMLA/Parental Leave as permitted by law. Leaves under various statutes shall be taken concurrently unless otherwise required under law.

12.9 Union Leave

The Employer agrees to grant, on a non-discriminatory basis, the necessary and reasonable time off without pay to any employees designated by the Union for Union business. All requests for time off must be submitted at least two (2) weeks prior to the posting of schedules. No more than three (3) employees total shall be granted Union leave.

Leaves of absence without pay shall be granted to duly elected delegates to Union conventions for a period not in excess of three (3) working days.

ARTICLE 13 – VACATIONS

13.1 Amount and Calculation of Vacation

<table>
<thead>
<tr>
<th>LPN's and Health Unit Coordinators</th>
<th>All Other Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>1 year</td>
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<tr>
<td>2 weeks</td>
<td>1 week</td>
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<td>5 years</td>
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<td>3 weeks</td>
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<td>8 years</td>
<td>5 years</td>
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<td>4 weeks</td>
<td>3 weeks</td>
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<td>18 years</td>
<td>10 years</td>
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<td>4 weeks + 1 day</td>
<td>4 weeks</td>
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<tr>
<td>23 years</td>
<td>18 years</td>
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<tr>
<td>4 weeks + 2 days</td>
<td>4 weeks + 1 day</td>
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<tr>
<td>28 years</td>
<td>23 years</td>
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<tr>
<td>4 weeks + 3 days</td>
<td>4 weeks + 2 days</td>
</tr>
<tr>
<td></td>
<td>28 years</td>
</tr>
<tr>
<td></td>
<td>4 weeks + 3 days</td>
</tr>
</tbody>
</table>

Part-time employees shall be entitled to the same vacation schedule prorated by compensated hours.

13.2 Vacation Requests-Seniority

The primary factor governing the scheduling of earned vacation shall be availability of staff to provide patient care in each department. The vacation year shall be from May 1st through April 30th. Immediately after March 1st, and not later than April 1st, employees shall indicate their vacation preference on a calendar, with the most senior employee having first choice, the second
most senior employee having second choice, etc. Such requests shall be scheduled on a seniority basis by classification. Employees shall be notified of the approval or denial of such requests by April 15th. After April 1st, if two (2) or more employees on a station unit request concurrent vacation times and staffing for the patient care does not allow granting of all requests and such conflict is not resolved on a mutually agreeable basis between the employees involved, the vacation shall be given to the employee making the earlier request for such vacation. If the case of simultaneous request, the employee having the greater length of employment with the Employer, as defined in Article 14.1, shall be given preference. Employees shall be notified of vacation approval or denial within two (2) weeks of the request. Once a vacation has been approved, it can only be changed by mutual agreement of the Employer and the Employee except in the case of an emergency situation. If an employee cancels pre-approved vacation, the vacated period shall be posted for five (5) days to allow employees, by seniority, to request the time. Reduced benefit employees with a block schedule will request time off within this process.

Employees who do not have accrued vacation time and want a regularly schedule day off are required to find their own replacement.

13.3 Vacation Carryover

Earned vacation may not be carried over into a subsequent year unless an employee, having made reasonable efforts to take vacation, is unable to take vacation because of the Employer's inability to grant vacation time as a result of staffing needs. In addition, the Employer may, at its discretion, allow vacation carryover under unusual or extenuating circumstances.

13.4 Terminal Vacation Requests

Requests for pay in lieu of vacation will not be approved except in the event of termination. Employees who have completed one year or more of service and have provided and worked the required two (2) week notice (Article 15.4) will receive their vacation pay upon termination on a pro rata basis. Employees may not take vacation as part of the notice of the termination period.

13.5 Holiday Occurrence

If a holiday falls during an employee's vacation, such employee will nevertheless be paid the holiday benefit to which the employee would otherwise be entitled.

ARTICLE 14 - SENIORITY, VACANCIES, REDUCTION OTHER THAN LAYOFF, LAYOFF

14.1 Basis of Seniority

Seniority shall be determined by length of service of all employees by classification. A break in employment (termination and re-hire) shall constitute the forfeiture of previously earned seniority.
14.2 List at Intervals

The Employer shall, on or before the thirtieth (30th) day following the commencement of this Agreement, prepare and post seniority lists of all employees covered by this Agreement specifying the seniority of each employee by classification and department. Such list shall be updated semi-annually and again prior to instituting an involuntary layoff.

14.3 Vacancies – Promotions and Transfers – Mandatory Procedure

All vacancies, in existing or proposed new classifications covered by this Agreement shall be initialed by the Steward and shall be posted for five (5) days before being filled and the Employer shall have up to five (5) days at the end of the posting to fill the vacancy and to notify all bidding employees. The Steward who initials the posting shall be given a copy. Such notice shall state the job classification of the vacancy to be filled, the anticipated shift of work, the anticipated hours of work, whether the position is full or part-time, and the qualifications for the position. Once an employee is notified he/she has received the posted position, the employee shall start the new position on a mutually agreed upon date.

In filling vacancies or new positions, senior qualified employees in the department where the vacancy or new position is located, shall be given preference. In the event there is no qualified applicant in the department of the vacancy, the position shall be filled by the most senior qualified employee applicant outside the department. Transferred employees shall receive a fourteen (14) day orientation in the new position.

Employees changing classification as a result of a transfer or promotion shall be given a trial period of up to one (1) month. In the event an employee does not satisfactorily complete the required trial period, or the employee desires to return to his/her former position within the trial period, such employee shall be reassigned to the employee's former position or an equivalent position in the classification previously held, if available.

Vacation and sick leave shall be based on length of service regardless of any change in classification. Seniority for the purposes of bidding vacation, lay-off and movement on the wage scale will begin from the effective date of the transfer.

When an employee changes from one classification to another, he/she will receive the lowest rate of pay for the new classification or be placed on the closest step which is equal to or represents an increase to his/her current rate of pay.

In the event an employee, after the completion of the required course, transfers into an LPN classification, he/she will receive the lowest rate of pay or the step which is equal to, or represents an increase to his/her current rate of pay. If the employee's vacation is equal to or greater than the start LPN vacation, the vacation will remain the same without loss to the employee, and will not increase until the fifth (5th) year of service as an LPN, at which time the
employee will receive the additional days equal to the increase of days in the fifth (5th) year step on top of his/her current earned vacation. In no case shall employees receive more vacation than the maximum of the current LPN schedule.

14.4 **Involuntary Transfer**

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

14.5 **Reduction Other Than Layoff**

In the event the Employer determines a need to reduce the number of hours and/or employees in any department and/or classification because of changes in staffing needs, the following procedure will be utilized:

1. The Employer will ask for volunteers to reduce the number of hours in their work week by seniority of those who signed up on the voluntary reduction sheet.

2. The Employer will ask for volunteers to take voluntary absent days.

3. If not enough employees’ volunteer, the Employer, starting with the least senior employee, will assign involuntary absent days.

4. Back up employees will be assigned involuntary absent days before regularly scheduled employees.

Seniority will be observed on a shift basis by department and classification in assigning absent days.

Employees will have no loss of seniority or benefit accrual for volunteering or being mandated absent days because of census.

Non-bargaining unit personnel shall not be used to replace employees receiving an involuntary absent day.

14.6 **Layoffs and Recall**

1. In reducing the number of employees or making a permanent reduction in hours, the Employer will determine the number of positions and/or hours to be reduced within a classification. Layoffs and permanent reductions in hours shall be made in reverse order of seniority. Employees shall be given fourteen (14) calendar days' notice of layoff or pay in lieu thereof and copies of such notice shall be sent to the Union office.
In case of lay-off, an employee shall have the right to reclaim seniority in a previously held department and/or classification. That seniority will have remained frozen at the point where the employee accepted the transfer.

Employees shall be recalled in order of seniority. Employees shall retain recall rights for a period equal to their accrued seniority up to a maximum of one (1) year.

2. Prior to placing employees on lay-off, the Employer will first offer voluntary layoff and also offer the employees in the affected department an opportunity to voluntarily request leaves of absence without pay for a period of not more than thirty (30) calendar days. The Employer will not permanently fill the employee's position during the period of such leave of absence.

During a period of time when employees are in a lay-off status, the Employer shall not hire into a position for which laid off employees are qualified unless the employees have been offered and refused available work and copies of such notice shall be sent to the Union office.

**ARTICLE 15 – DISCIPLINE AND DISCHARGE**

15.1 **No Discipline without Just Cause**

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

15.2 **Investigatory Suspension**

The Employer may place an employee who is the subject of an investigation on an investigatory suspension. The employee shall be fully informed that the investigation will be completed within seventy-two (72) hours of the time of suspension (unless the employee and Union are notified that the investigation time needs to be extended). If a disciplinary suspension or termination does not occur, the employee will be made whole for lost pay and benefits.

15.3 **Written Warning/Suspension/Discharge/Notices/Copies to Union**

A written notice of any written warning, suspension or discharge shall be given to the Employee and a copy thereof shall be sent to the Union. The Employee and/or the Union may file a written grievance related to such written warning, suspension or discharge. All disciplines are valid for twelve (12) months (not including LOA's) after which time they become invalid for use in discipline and discharge, except issues regarding resident neglect or abuse which rise to the level of reporting to the State will remain an active part of the disciplinary process.

15.4 **Employee Quit Notices**
Employees resigning their positions must give the Employer a minimum of two (2) weeks written notice of such resignation. Any less than the completion of a two (2) week notice of resignation will result in the loss of accrued benefit balance payout.

**ARTICLE 16 – WAGES**

16.1  **Minimum Wage Scale**

Effective June 1, 2019, employees will receive an hourly increase to their base rate of pay.

Such increases reflect a one dollar ($1.00) across the board increase for all nursing assistants and a one (1%) per cent across the board increase for all other classifications.

Employees will continue to move through the wage scale and receive wage scale increases on their anniversary dates. The wage scale is attached as Appendix A – Wages.

*There shall only be one Chief License on the payroll and there shall only be one First Class License on the payroll.

**The Appendix wage rates are inclusive of the TMA premium as provided for in Article 16.2.

16.2  **Trained Medication Assistant**

Employees in the classification of Trained Medical Assistant (TMA)/NAR will be paid the two dollars and fifty cents ($2.50) differential for all hours worked, regardless if TMA or NAR hours, per the TMA/NAR wage scale contained in Appendix A.

16.3  **Charge Pay**

LPN’s who are assigned to work charge of building shall receive an additional two dollars and fifty cents ($2.50) per hour for all hours worked as charge of building.

16.4  **Shift Differential**

Any employee working the relief shift (defined as starting at 2:00 p.m. or later) shall receive one dollar ($1.00) per hour differential. Any employee working the night shift (defined as starting at 10:00 p.m.) shall receive two dollars ($2.00) per hour differential.

16.5  **Attendance Incentive**

The following criteria applies to the Attendance Incentive:

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1. Any employee who calls in for any shift during a pay period, including extra shifts, without replacing him/herself will lose the Attendance Incentive for that pay period. If the employee replaces him/herself and it is approved by his/her Department Manager, then the Attendance Incentive remains intact.

2. Any employee who is late or stays after his/her shift without a signed Overtime Slip more than two (2) times in any pay period will lose the Attendance Incentive for that pay period.

3. Any employee who is subjected to an unpaid disciplinary suspension will lose the Attendance Incentive for that pay period.

4. Any employee who does not punch in and out at the start and end of the shift and on unpaid break time more than three (3) times in a pay period will lose the attendance incentive for that pay period. Time Clock malfunction voids this.

5. Any employee who is on an approved leave (holidays, work-related injuries, wellness day, union business leave, jury duty leave, military leave, funeral leave, additional funeral leave days, vacation and educational development days as outlined in the Collective Bargaining Agreement) will not be paid the Attendance Incentive for those leave days, but will be eligible for any days worked for that pay period.

The Attendance Incentive applies to any employee who meets the above criteria and these employees shall be paid an additional one-dollar ($1.00) for each hour worked during the pay period.

16.6  Advance Notice – Four-Hour Guarantee

Employees required to report for work will be guaranteed at least four (4) hours pay, with the exception of maintenance employees who are guaranteed at least one (1) hour. There shall be no shifts of less than four (4) hours, unless the employee and Employer mutually agree otherwise, in writing.

16.7  Pay Days – Employer Computations

Definite pay days shall be established on a regular bi-weekly basis. If the designated pay day is on a weekend, payroll will be distributed on the closest business day. An employee shall be permitted to know on what basis his or her pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of his or her total take-home pay, if requested. The Employer will post a current “overtime rule period” calendar in the Communications Room at all times.

16.8  Inservice Meetings
Should employees be required to complete inservice meetings and/or Online Based Program training, regardless of whether completed onsite or offsite, they will be paid at their applicable rate of pay. If employees are required to complete an inservice and/or Online Based Program training on their day off, they will be paid a minimum of one (1) hour’s pay.

Any employee who comes into work to attend a mandatory inservice meeting and was not properly notified of the cancellation of the meeting shall receive one (1) hour of pay. In order to receive this pay, the employee must be on time for the meeting and must sign in on the attendance sheet and have properly punched in for the meeting if said meeting took place outside of their working hours.

16.9 Higher Classification Pay

An employee assigned by the Employer to work in a higher classification shall be paid at the higher rate of pay (in accordance with classification transfer as described in Article 14.3 provided the employee actually performs the functions of the higher classification.

ARTICLE 17 – EDUCATIONAL DEVELOPMENT

Employees who are required by the Employer to attend educational workshops and/or seminars, etc. relating to their employment shall receive full pay for their time lost, and be excused from their duties in order to do so.

The Employer shall continue the practice of paying the nursing assistant test fee and for two (2) retakes, if necessary.

If the Employer determines that a TMA position is needed, the position will be posted and advertised; and if no qualified TMA applicant is found, the Employer will determine whether or not the position is still open. If the position is to be filled, it shall then be re-posted and the senior qualified CNA applying for the position will be offered the training that will be paid by the Employer.

State Required Continuing Education units: The Employer will provide the opportunity for LPN’s to acquire twelve (12) CEU’s per calendar year.

If the Employer requires the Activity Aide to be licensed to drive the activity van, the Employer will pay for the cost of the license, test, and the required physical.

The Employer and the Union will establish and promote a policy which assists employees with education scholarships.

ARTICLE 18 – HEALTH AND WELFARE
18.1 401K Plan

The Employer will offer a 401k Plan funded by the employees for the Employees who meet the Plan eligibility requirements. The Employer may make a discretionary matching contribution equal to a uniform percentage of the employee's salary deferrals.

18.2 Health Insurance

The first of the month following sixty (60) days of employment, all employees working a minimum of thirty (30) hours per week are eligible for group health and dental insurance. Employees hired prior to September 1, 2004 who work a minimum of twenty (20) hours per week are eligible for group health and dental insurance coverage. The monthly employee premium shall be thirty (30) percent of the High Deductible Plan, Single Coverage. Employees may upgrade or purchase additional coverage for their dependents at the group rates. Regardless of the plan Employees select, the Employer's contribution toward the total monthly insurance premium shall be seventy (70) percent of the total premium of the employee only, high deductible plan. Copies of the Summary Plan Description shall be provided to the Union and eligible employees. The cost of the Employee contribution will remain the same during the term of this Agreement.

An employee on the Employer's paid health insurance shall continue to have his/her monthly health insurance premium paid during unpaid leave of absence for the first month of such leave, if the employee is paid for at least the first day of the month in question. The Employer will abide by COBRA standards regarding health and dental benefits.

18.3 Life Insurance

The first of the month following sixty (60) days of employment, all employees working a minimum of thirty hours (30) hours per week are eligible for group term life insurance in the amount of one (1) times their annual salary. Employees hired before 1/9/13 will be eligible for group term life insurance if they work twenty (20) hours a week/forty (40) hours a pay period.

ARTICLE 19 – LABOR-MANAGEMENT MEETING

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

ARTICLE 20 – SUBCONTRACTING

There shall be no subcontracting of bargaining unit work unless mutually agreed upon. Subcontracting does not include utilization of temporary agency personnel or service or special project contracts which does not result in the layoff or elimination of an entire department.

ARTICLE 21 – MISCELLANEOUS

21.1 Breakage

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

21.2 Meals

1. Employees may continue to purchase meals as is present practice.

2. During the course of a regularly scheduled shift, employees who voluntarily work four (4) hours or more beyond that scheduled shift, without advance notice, may request and will receive a free meal.

21.3 Personnel Files

An employee shall be entitled to inspect his/her personnel records, including, but not limited to, performance appraisals, disciplinary notices or records and attendance records. Such review shall be at reasonable times outside of work hours and with proper notice to the Employer in accordance with Minnesota law.

21.4 Joint Safety Committee

The Employer will maintain a Joint Safety Committee. The Committee will meet at least once a month. The Union shall designate three (3) members to sit on this committee.

21.5 Job Descriptions

The Employer will maintain job descriptions for all classifications covered by the Agreement. Job descriptions will be made available to the Union Representative or interested Employees upon Union or Employee request.

21.6 Suffer No Higher Benefit Losses

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Where wages, hours and other conditions, covered by this Agreement are lower than those now received by an individual employee, such employee shall not have such conditions reduced by the execution of the Agreement. No employee shall have benefits above and beyond the terms of this Agreement reduced by the Employer.

ARTICLE 22 – RESPECTFUL WORKPLACE

It shall be the policy of both the Employer and the Union to focus on the safety of the employees, the protection of work areas, and the adequate education and promotion of necessary safety practices to prevent accidents as an ongoing and integral part of each organization’s everyday responsibility.

The Employer and the Union will establish and promote a policy which assists employees with education scholarships.

ARTICLE 23 – COMMITTEE ON POLITICAL EDUCATION

Committee on Political Education (COPE)

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

ARTICLE 24 – NO STRIKE OR LOCKOUT

The Employer and the Union recognize, because of the community services rendered by the Employer, one of the purposes of this Agreement is to guarantee that there will be no strikes, slowdowns, lockouts or work stoppages during the life of this Agreement. In the event that an unauthorized strike with work occurs, the Union shall:

1. Notify the Employer that such strike is unauthorized;
2. Order its members to return to work; and
3. Advise the employees, in writing, that the strike is unauthorized and that the employees are directed to cease such action and return to normal work

The prohibition against strikes and lockouts shall be absolute, and shall apply regardless of whether a dispute is subject to arbitration under the grievance and arbitration provisions of this Agreement.
ARTICLE 25 – LOBBY DAY

The Employer will release and replace two (2) bargaining unit members on paid time to participate in a SEIU Healthcare Minnesota sponsored Lobby Day to promote funding for nursing homes. The union will select the members and notify the Employer at least two (2) weeks in advance thereof.

ARTICLE 26 – HEALTH AND SAFETY

Physical Examination/Mantoux Test

If a pre-employment physical examination including a mantoux test and/or a chest x-ray is required by the Employer, it will be provided at the expense of the Employer.

After the initial physical examination, if an annual chest x-ray and/or mantoux test is required, it shall be done by the Employer. The cost of any routine laboratory tests required in this connection or in connection with a physical examination paid for by the Employer shall be paid by the Employer. An annual physical examination will be furnished for the employee, if desired by the Employer. The employee shall be given a report of the examination and the Employer shall keep a confidential record of the examination.

ARTICLE 27 – NO DISCRIMINATION

Equal Employment Opportunity and Prohibition of Discrimination. The Employer agrees not to discriminate against any applicant or Employee with respect to his/her hiring, tenure or conditions of employment, nor will they limit, segregate or classify Employees in any way to deprive any individual Employee of employment opportunities because of such individual’s race, color, creed, religion, age, sex or national origin, disability, disability related to pregnancy, harassment of the basis of sex, race or any other protected characteristics or any other characteristics protected under any other federal, state or local statute, administrative regulation, or ordinance.

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

ARTICLE 28 – SAVINGS CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon seek a substitute provision which is in conformity with the applicable law.
ARTICLE 29 – NEW MEMBER ORIENTATION

An integral part of each employee’s tenure with the Employer is an understanding of the CBA and the role of the Union in the employment setting. As such, each new employee, as part of his/her orientation shall be required to attend a mandatory thirty (30) minutes session during his/her work shift where he/she will receive an overview of the Union and its programs. The session will be conducted by the Union Representatives/Stewards/Leaders designated by the Union. The Employer shall provide to the Union a list of all employees attending the orientation as many days as possible prior to such orientation. The Employer and the Union agree that for the life of this Agreement, the orientation sessions will be held during the work shifts of both the new employee (s) and the Union Representatives/Stewards/Leaders and the Employer will be absent from the room during the Union New Member Orientation. If requested, the Union agrees to give the Employer copies of the materials to be used in such sessions, which shall include, but not limited to, a copy of provisions of the Agreement, a Union membership card, a list of Leaders prepared by the Union showing their departments and/or work areas and telephone numbers. The Union agrees to not disparage the Employer during this session.

ARTICLE 30 – CONTRACT DURATION

This Agreement shall be effective June 1, 2019 and shall continue through and including May 31, 2020 and shall continue in full force and effect from year to year thereafter unless written notice of desire to change, modify or terminate this Agreement is given by either party at least ninety (90) calendar days prior to its expiration date.

Signed;

Bay View Nursing and Rehabilitation Center

SEIU Healthcare Minnesota

Date

Date
### Appendix A  Wages  (Effective June 1, 2019)

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