Collective Bargaining Agreement

between

Park View Care Center

And

SEIU Healthcare - Minnesota

Effective

January 2, 2019

Through

January 1, 2021
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COLLECTIVE BARGAINING AGREEMENT
between
PARK VIEW CARE CENTER
and
SEIU HEALTHCARE MINNESOTA

This Agreement is made and entered into this 2nd day of January, 2019 by and between Elim Care, Inc. d/b/a Park View Care Center, hereinafter referred to as the “Employer,” and its successors and SEIU Healthcare Minnesota, hereinafter referred to as the “Union”, and its successors.

Article 1 - Recognition

The Union shall be the sole representative of all employees of said Employer in the classifications set forth in Article 10 and within the bargaining unit certified by the National Labor Relations Board in Case No. 18-RC-13583 and/or previously agreed upon by the parties.

A. Classification or Title Change

In the event that any new or different classification or title not specified in Article 10 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 such employees, the employees shall be included within the terms and conditions of this Agreement, the wage rate of such classification or title shall be negotiated by the Care Center and the Union and the wage rate agreed upon become a part of this Agreement as of the date such classification or title was established if: (1) the new or different classification or title as of the date of its establishment involves functions and duties identical to those pertaining to an existing classification or title, or (2) the new or different classification or title as of the date of its establishment involves functions substantially similar in their nature, character and scope to those performed in whole or in part in an existing classification or title as that existing classification or title existed prior to the creation of the new or different classification or title.

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.
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. It is recognized that the Employer has the inherent right to make and enforce reasonable rules which do not conflict with the provisions of the Contract. The Employer shall send copies of all present and future reasonable rules to the Union.

Article 2 – Union Security

A. Union Membership

1. All present employees covered by this Agreement, shall as a condition of employment, become and remain members in good standing of the Union following the signing of this Agreement during the term of this contract or any renewal thereof.

2. All new employees covered by this Agreement, who are hereafter newly hired on or after the effective date of this Agreement, as a condition of employment, within sixty (60) calendar days after the date of employment, become and remain members of the Union in good standing for the life of this Agreement or any renewal thereof.

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

B. Union Dues Deduction

The Employer agrees to deduct standard dues, from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deduction will be made by the Employer from the wages of the employees during each pay period and will be transmitted to the Union. In the event that no wages are due the employee or they are insufficient to cover the required deductions, the deduction for such pay period will nevertheless be made from the first wages of adequate amount next due the employee and will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union each pay period with a list of employees for whom deductions were made and the number of hours worked and paid in that pay period, for each employee.

The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law. Withheld amounts will be forwarded to the Union each pay period following the actual withholding. Any employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee authorization or the date of termination of the applicable contract.
C. Dues Refund

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

D. The Employer will send to the Union a monthly list of all new employees, including name, address, social security number, classification, hours employee works per two-week pay period, and hire date of employee. The list shall also contain the names of all terminated employees with their termination dates and social security numbers; and a list of any employee’s change in classification, number of hours worked per two-week pay period, address, name, etc.

Effective 1/1/19, SEIU Healthcare Minnesota has moved to a percentage dues system which is based on each member’s gross pay per pay period under the Collective Bargaining Agreement. There will continue to be minimum and maximum dues. In an effort to make such transition as smooth as possible, SEIU Healthcare Minnesota is requesting the following data in addition to the member information provided above:

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

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

E. 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.

F. 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 defend, indemnify, and hold the Employer harmless from any claims regarding deductions made pursuant to this Article, and any claims of an employee terminated under the provisions of this Article.

Article 3 – Union Representation

A. Stewards

The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, a job steward or job committee to handle such Union business as may from time to time be delegated to them by the Union in connection with this Collective Bargaining relationship, including participation in investigatory meetings. The name of such stewards or committee members shall be furnished in writing to the Employer and any changes in stewards shall be reported to the Employer in
writing. The Employer shall provide file space for the Stewards. If more than one steward from the same
department will be attending training on the same day, the Union will provide four (4) weeks’ notice to
the Employer

**New Employee Orientation:** Union Stewards shall receive fifteen (15) minutes of paid time during their
regularly scheduled shift to orient all new employees to the Union. The Employer will notify the steward
of the date and time of new employee orientation one (1) week prior to the orientation or if later, as
soon as it is available and provide a list of new employees, including dates of hire, shift, and job
classification to all stewards.

**Steward Training:** Stewards shall be entitled to an unpaid leave of two (2) day’s each calendar year for
Steward Training and Education. The Union must notify the Employer at least two (2) weeks in advance
thereof.

**B. Business Representative**

The Employer recognizes the Business Representative of the Union as the proper authority to adjust with
the Employer any controversy between the parties to the contract as to the meaning and application of
the provisions of this Agreement.

**C. Business Representative Access and Bulletin Board**

A bulletin board space shall be made available to the Union for the purpose of posting official Union
notices. The Business Representative or his/her designee shall have access at all reasonable times to
such bulletin board space and to other nonresident, nonpublic areas to be designated by the Employer
to discharge the duties as Representative of the Union. An additional Union bulletin board has been
placed in the kitchen.

**D. Investigatory Interviews**

In connection with investigatory interviews conducted by the Employer in which an employee believes
that such investigation will result in disciplinary action, an employee upon his/her request shall have the
right to have present, a representative of the Union.

**E. Labor Management Meeting**

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.” Meetings will be
held when the occasion arises for the discussion and/or resolution of reasonable and appropriate
subjects, with the Employer’s representatives and the Union’s representatives in attendance.

**F. Lobby Day**
The Employer will pay for a regularly scheduled shift of lost time for four (4) bargaining unit members to participate in a Local’s sponsored Lobby Day to promote funding for nursing homes. The Employer will notify and replace an employee selected to attend the designated Lobby Day per year.

**Article 4—Grievance and Arbitration**

4.1 A grievance is hereby defined as any claim by either party relating to the interpretation of or adherence to the terms and provisions of this Agreement.

4.2 The steps in the grievance procedure are as follows:

**STEP ONE.** The employee will informally discuss the grievance with the employee's immediate supervisor. Representatives of the Union shall have the right to directly discuss the grievance with the department head or designee in an attempt to resolve it. The supervisor shall give the employee a verbal response to the issue raised by the employee and/or steward within five (5) working days following the date the grievance was presented.

**STEP TWO.** If the grievance is not resolved under Step One, it shall be reduced to writing, shall specify in detail the alleged violation of the contract and shall be submitted to administration. The written grievance must be submitted to the Care Center within twenty (20) working days following the date of occurrence giving rise to the grievance. A grievance relating to pay shall be timely if received by the Care Center six (6) calendar months after the payday for the period during which the grievance occurred.

Within twenty (20) working days following receipt of the grievance by the Care Center, a representative of the Care Center and the Union shall meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement. The Administrator or designee shall respond in writing within five (5) working days of the meeting.

**STEP THREE.** The parties mutually agree to use Federal Mediation and Conciliation Service (“FMCS”) for grievance resolutions. The parties shall have twenty (20) working days to file.

**STEP FOUR.** If the grievance is not satisfactorily resolved in Step Two, and the parties choose not to use Step Three, then either party may submit the grievance to arbitration within twenty (20) working days.

The selection of the Arbitrator shall be made through a request to the Director of Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) neutral arbitrators. The parties shall select the Arbitrator by alternately deleting one name until six (6) names have been eliminated and the one person whose name remains shall be elected Arbitrator. The parties shall flip a coin to determine who strikes first.

The party requesting arbitration shall notify FMCS of the action taken and notify the arbitrator of the request for a hearing.
Hearing and Decision of Arbitrator -

The Arbitrator shall meet at a time and place agreeable to the parties. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance, and the arbitrator shall have no power to decide any other issues. The Employer and the Union shall share equally the expenses of the arbitrator and all other agreed upon expenses. The decision of the arbitrator shall be in writing, and shall be final and binding.

Nothing contained in the Agreement shall be construed to impair any rights of the Employer, the Union or the employees under municipal state or federal law.

The time lines may be extended by written mutual agreement.

4.3 No Strike/No Lockout

There shall be no strikes or lockouts of any kind whatsoever during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of this Article.

Article 5 – Uniform/Shoe Allowance

Employees required to wear a uniform shall receive seven cents ($0.07) per hour as a uniform allowance, paid on all compensated hours earned after completion of the probationary period. Effective January 1, 2000 Health Unit Coordinators will be included in this section. Uniform/shoe accounts will be kept by the Business Office. If the employee orders uniforms from an on-site service, the Business Office will pay the vendor directly, up to the full amount that the employee has in his/her uniform/shoe account. If the employee purchases uniforms/shoes, the employee should bring the receipt to the Business Office and he/she will be reimbursed from his/her uniform/shoe account on the next payroll.

Employees are encouraged to use all of the money in their account by the end of the year. Any balance left in the account will be carried over to the next calendar year. The money in the account will not be cashed out if the employee leaves Park View.

The Employer shall provide maintenance employees with coveralls.

The Care Center shall provide employees with identification devices, including one replacement per year in case of loss or damage. If the bar code is defective (not due to washing), the Employer will replace with no cost to the employee.

If the Employer decides to change uniforms, an employee shall have one (1) year to meet the new uniform requirements.
Article 6- Seniority

A. Definition

Seniority shall be based on an employee’s compensated hours accrued with the Care Center after the most recent date of employment. Seniority shall be separate for each classification covered by this Agreement and there shall be a single list for full-time and part-time employees for each classification. Employees voluntarily transferring from one classification to another will accrue compensated hours from the date of transfer to the new classification. Employees involuntarily transferring from one classification to another shall retain all previously accrued compensated hours. An employee who is transferred to another classification as a result of the elimination of the employee’s job shall be deemed to be involuntarily transferred. The Care Center will indicate on its records whether a change of classification is voluntary or involuntary.

B. Seniority List

On or before the thirty-first (31st) day following the commencement of this Agreement the Employer shall prepare seniority lists for all employees covered by this Agreement, with copies to the Union. The Union shall receive updated seniority lists on a quarterly basis.

C. Seniority/Benefit Status

Vacation, Insurance and all other benefits shall be based on length of service regardless of any change in classification.

D. Layoff and Recall Procedures

In reducing the number of employees or in making a permanent reduction in hours, the Care Center will determine the number of positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs and permanent reductions in hours shall be made in reverse order of seniority, except that special capabilities may be considered for positions requiring special skills. Employees shall be given fourteen (14) calendar days’ notice of layoff or pay in lieu thereof.

Laid off employees shall be given the opportunity to return to work in a previous classification held by such employee on the basis of the seniority the employee earned in the previous classification.

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

E. Probationary Period

The first ninety (90) calendar days shall be a probationary period, during which employees may be discharged with or without cause.

F. Termination of Service
Employees who are hired for specific periods of time during the year shall not be able to carry seniority after a break in service.

G. Job Posting

1. Whenever vacancies occur, a notice of such vacancy stating the requirements of the position shall be posted for a period of seven (7) days.

2. Any employee who has completed probation and is currently employed by the Employer and qualified (i.e., employee meets all requirements as outlined in the posting) to fill the position shall be granted such position on the basis of seniority. Current employees shall be granted such positions over outside applicants.

If the Employer pays for NA/R training, that employee will not be allowed to bid out of the NA/R department or reduce under his/her authorized hours for three (3) months following the completion of the training.

3. The employee shall have up to one (1) month’s orientation to the new position. If the employee is unable to satisfactorily fill the position, it is understood that he/she shall have rights to return to his/her previous position within two (2) weeks of vacating that position.

4. An employee is limited to bid for and accept two (2) postings out of his/her classification each calendar year.

H. Low Census Procedure (Reduction Other Than a Permanent Reduction or Layoff):

From time to time it may be necessary to reduce staff per classification due to low census. When the Employer determines that low census reductions are necessary in order to reduce staffing levels, the Employer will first use the following methods prior to mandating a low need day:

1. Cancel pool agency staff;
2. Cancel overtime shifts and/or not replace call-ins;
3. Ask for volunteers to reduce their shift or take entire shift off;
4. Cancel extra shifts – by reverse order of seniority casuals first, then by part-time employees.

Low Need Days – when the need is not met by the above, the employee below 16,640 hours (8 years) in that classification will be reduced a partial shift or one of their regularly scheduled authorized shifts by reverse seniority on a rotating basis; if only employees 16,640 hours (8 years) or above are scheduled on that particular shift, the least senior in that classification will be reduced on a rotating basis.

If the low census procedure outlined above is utilized for eight (8) consecutive weeks the Employer and the Union will meet and discuss if permanent reductions or layoffs are appropriate.
Employees taking a voluntary or involuntary low need day will not have their benefits (e.g. insurance, holiday pay, etc.) reduced. Employees will have the choice to use their vacation or take it without pay.

Article 7 – Discipline/Discharge/Termination

A. Discipline/Discharge

1. Disciplinary suspension shall not exceed three (3) scheduled days, except in cases of reportable vulnerable adult issues. The Employer shall provide a written notice of any discharge, suspension, or written disciplinary action to the employee. The Employer shall provide to the Union, a copy of any final written disciplinary action stating that any future infractions may result in suspension or discharge. The Employer shall not discharge or suspend an employee without just cause.

2. It is recognized that in appropriate circumstances, the Employer may suspend employees pending investigation of occurrences that may result in disciplinary action being taken. An employee may be placed on an investigatory suspension up to five (5) business days. At the end of the five (5) business days, the Employer must make a determination based on its investigation whether or not to issue discipline. The employee shall be made whole for any wages and fringe benefits lost during the period of the investigation, if the subject of the investigation is unsubstantiated.

3. The following misconduct, if proven, shall constitute just cause for discharge:

   (1) Physical or verbal abuse of a resident or visitor. "Verbal Abuse" when directed to a resident shall mean abuse of verbal conduct which violates the rights of a resident under federal, state or local law, or other codes of conduct applicable to employees of a health care facility.

   (2) Breach of patient confidentiality;

   (3) Insubordination. "Insubordination" is defined as the refusal of an employee to follow an order of a supervisory employee.

   (4) Being on the premises while under the influence of or while in the possession of alcohol or controlled substances, without proper authorization;

   (5) Dishonesty. Dishonesty shall, by way of example, include conduct involving theft of property, fraud, forgery of documents, and the intentional entry of false information on documents for care center records.

   (6) Intentional destruction of the property of the Employer, a resident or staff member.

   (7) Improper use of company computers to inappropriately access resident/employee info, and/or to access pornographic sites.
The foregoing shall not restrict the Employer's right to discipline or discharge employees for other forms of misconduct.

If after one (1) year, no further action is taken for a similar offense, except in cases of a notable pattern, prior discipline would not be used in any future disciplinary action; nor will it be referred to in a grievance or arbitration proceeding, except in the cases of reportable vulnerable adult issues. No Call No Shows and except in the cases of reportable vulnerable adult issues which will remain part of the discipline record for a period of five (5) years.

B. Resignation

1. Employees electing to resign or quit their employment will give the Employer fourteen (14) calendar days' written notice and shall continue in the Employer's service during this period, unless mutually agreed otherwise between the employee and the Employer.

2. Employees electing to resign and giving the proper fourteen (14) calendar days’ written notice of termination of employment, will be entitled to receive vacation pay accrued on the date of termination of employment, subject to the following qualifications:

The employee must work all scheduled hours during the 14-day notice period unless documentation from a medical provider proves illness of employee during the 14-day period or unless mutually agreed otherwise between the employee and the Employer.

Employees resigning within nine (9) months from the date of their Initial employment shall receive no vacation pay upon termination of employment.

Article 8—Hours of Work

A. Definitions

1. Full-time employees shall be defined as those working eighty (80) hours per pay period. A full-time employee (one who is scheduled eighty (80) hours per pay period) shall not be regarded as a part-time employee for benefit purposes, if the employee does not work eighty (80) hours in a given pay period by reason of a personal leave of absence which was previously authorized by the Administration. Such leaves of absence may be granted under such terms and conditions as may be determined by Administration, in its sole discretion.

2. Part-time employees shall be defined as all employees working less than eighty (80) per pay period.

B. Work Week

1. Normal hours of work will be eight (8) hours per day. The normal work week shall be five (5) days (forty (40) hours) per week.
No employee shall be scheduled to work more than six (6) consecutive days, except upon payment of overtime at the rate of one and one-half (1-1/2) times the straight time hourly rate of such employees for work performed beyond said sixth (6th) day.

If an employee picks up an unscheduled shift, creating a seventh day in a row, they will receive overtime pay for the unscheduled shift(s). However, any existing shifts scheduled creating additional consecutive time would be paid at the regular rate of pay.

2. In the establishment of work week schedules, the Employer shall give preference to the employees in accordance with seniority, insofar as practicable and consistent with proper Care Center management.

3. Full-time, part-time and casual employees who were hired on the night shift before February 1, 1994 (11:00 p.m. to 7:00 a.m.) may pick up eight and one-half (8.5) hour shifts and work eight (8) hours starting at the designated open shift time. (Example: if an 11:30 p.m. to 8:00 a.m. shift is available, the employee may volunteer to work that shift and he/she would be required to work 11:30 p.m. to 7:30 a.m.)

C. Weekend Schedules

The general pattern of scheduling shall be such that all employees shall have alternate weekends off.

Employees who miss more than two (2) scheduled weekend shifts per year (in the most recent 12 months) shall be required to work the same shift on the following weekend at the regular rate of pay (no premium, overtime or weekend differential) unless all staffing requirements are fully met for that weekend. For purposes of this requirement, the weekend shall be defined as the Friday evening shift through the Sunday evening shift. Failure to fulfill this requirement will result in progressive disciplinary action beginning with a verbal warning. Employees who are required to make up a weekend will not receive the additional one dollar ($1.00) per hour as outlined in Section D (4) of this Article.

Employees who are on FMLA leave or vacation over a weekend will not have that counted against them.

D. Overtime

1. If an employee is required to work in excess of eight (8) hours per shift 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. Any overtime worked must be approved by the Administration or its representative.

2. Hours considered for the purpose of computing overtime shall include vacation and holiday pay. Holidays not worked will not be used to compute overtime pay.

3. Overtime hours shall be offered in order of seniority. Employees shall not be required to take time off in lieu of overtime pay.
4. An Employee who picks up an additional weekend shift shall be paid at time and one-half regardless of how many compensated hours in the pay period. The Employee will also receive an additional weekend differential of one dollar ($1.00) more per hour.

5. If an Employee misses any scheduled time, he/she will not receive the time and one-half pay or the one dollar ($1.00) differential on his/her next unscheduled weekend that occurs within the most recent two (2) pay periods.

Staffs who work a Monday through Friday schedule must work two (2) weekend shifts before becoming eligible for the "extra weekend shift" incentive.

5. If requested by the employee, Park View shall provide food for an employee working the current shift who agrees to work into the next shift for a double.

E. Break Time

1. Employees will receive a rest period of fifteen (15) minutes during each four (4) hours, which may be combined with the meal period upon permission of the supervisor. Rest periods will be taken at a time mutually agreeable to the employee and the supervisor. For shifts consisting of six (6) hours or seven (7) hours without a meal break, the rest period shall be twenty (20) minutes. Overtime will apply if the employee is directed not to take his/her break by the Administration or its representative.

2. Night shift employees employed on the night shift as of February 1, 1994, will receive a compensated meal period of one-half (1/2) hour. Effective February 1, 1994, current and new employees accepting posted night shift positions will be hired for an eight and one-half (8.5) hour shift and are required to take a one-half (1/2) hour unpaid meal break. All other employees shall be entitled to take a one-half (1/2) hour meal period.

Overtime will apply if the employee is unable to take his/her meal period, if approved by Administration or its representative.

F. Scheduling

1. Schedules shall be posted fourteen (14) days in advance of employees', scheduled work. Once posted, schedules can only be changed by mutual agreement between the Employer and the employee. To avoid short-staffing situations, the Employer may call employees (in said classification) in order of seniority.

2. With approval of the Administration or its representative, employees may voluntarily find a replacement for scheduled workdays.

An employee who finds a casual employee to work for him/her shall work in cooperation with staffing.
3. The Employer shall offer additional hours to employees who have requested to work additional hours and are available, in accordance with seniority.

4. Scheduling Guarantee - No present employee shall be required to work more weekend hours than he/she is presently working, unless mutually agreed to between the Employer and the employee involved.

Work week schedules in conformity with this Agreement shall be furnished to the Union within fifteen (15) days of the execution of this Agreement. Any proposed work week schedules shall likewise be in conformity with this Agreement and shall be furnished to the Union at least fifteen (15) days before the effective date of such proposed change.

G. Guaranteed Hours

Any employee reporting for work at his/her regular starting time and who has not been previously notified not to report for work shall receive a minimum of four (4) hours straight time pay.

The Employer shall be deemed to have notified the employee within the meaning of this Section if it can document that it has telephoned the employee’s residence at least four (4) hours before the commencement of the shift for evening and night shift employees, and at least two (2) hours before the commencement of the shift for day shift employees.

H. Call-In Pay

An employee who is called in to work an unscheduled shift shall be paid for the entire shift if she/he reports within the time mutually agreed upon when called to work. The time mutually agreed upon shall take into account the employee’s driving time to the Care Center.

If the employee is called into work for less than an entire shift because a scheduled employee has left work due to illness, he/she shall be paid a premium of one (1) hour’s pay at the straight time rate, in addition to the appropriate rate of pay for those hours actually worked. Such employee shall be guaranteed a minimum of three (3) hours work or pay, in addition to the one (1) hour premium pay.

I. Compensated Hours

Compensated hours, for purposes of accruing benefits and seniority, will include vacation, holidays, sick leave, and time off for official Union business.

J. 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 mutually agreed otherwise.
K. Weekend Hours

All employees, except night Nursing Assistants/Registered employees, will have weekend hours Saturday and Sunday. Night Nursing Assistant/Registered employees will have their weekends beginning Friday night and ending Sunday morning.

When the Center determines that staffing levels permit, employees having completed five (5) years of continuous employment with the Care Center shall be scheduled to work only one (1) weekend per month.

Article 9 – Insurance Benefits

A. Medical Examinations

The Employer shall assume the expense of any medical examinations required as a condition of employment. The Mantoux test will be provided free of charge by Park View Care Center to employees. A copy of any examination reports or tests received by the Employer shall become part of the employee’s confidential record.

Insurance Contributions

The Employer shall provide to full-time and part-time employees who are paid (excluding the cash-out of sick and vacation time) an average of thirty (30) or more hours per week the following benefits:

Elim’s Medical Plan

For the 2017 and 2018 insurance plan years, employee premiums will remain the same as the current 2016 rates already in effect.

A healthcare reimbursement account will be offered to bargaining unit employees with a minimum employer contribution level of at least the percentages listed below in the Elim Medical Plan.

The Employer shall contribute the same percent for full-time and part-time employees paid an average of thirty (30) or more hours per week. “Paid” excludes the cash-out of sick and vacation time.

The Employer shall contribute a minimum of fifty-seven percent (57%) of the monthly premium toward the Single Plan.

The Employer shall contribute a minimum of thirty-eight percent (38%) of the monthly premium toward the Family Plan.

Employees’ contribution for Elim’s Medical Plan shall be a pre-taxed benefit.
2. Dental Insurance

The Employer shall provide to eligible employees a Delta Dental plan with the option of family coverage.

The Employer’s contribution shall be $16.52 per month.

3. Disability

The Employer shall provide to eligible employees a disability plan.

The Employer’s contribution shall be $9.68 per month.

C. Malpractice Insurance

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

D. 401 K

The Employer shall establish a 401 K plan for eligible employees. For employees who are scheduled twenty (20) or more hours per week, the Employer shall contribute four percent (4%) of the employee’s paid time. The contribution shall be made on a monthly basis.

E. Life Insurance

The Employer shall provide a Life Insurance plan at no cost to all benefit eligible employees regardless of pre-existing conditions. In the event of an employee’s death, the plan shall pay employees beneficiary one (1) times the employee’s annual salary up to $50,000. This plan will also provide $2000 in dependent coverage. Coverage will begin the first of the month after six (6) months of service.

Article 10 - Wages

If the State should provide for additional funding, both parties agree to meet on how to distribute the money.

LPN’s hired with transferrable experience from another health care facility may be given credit for such prior experience, up to a maximum of the 20,800-hour step, for purpose of placement on the salary schedule. All other employees hired with transferable experience from another health care facility may be given credit for such prior experience, up to a maximum of the 1040-hour step, for purpose of placement on the salary schedule. To be eligible for such credit, the employee must advise the Center, in writing, of such prior experience at the time he or she is hired. Upon hire, an employee shall receive credit for their experience minus one (1) year.
Shift differential of $1.50 per hour shall be paid for evening shift NAR's and two dollars ($2.00) per hour for night shift NA/R's. Evening shift LPN's shall receive two dollar ($2.00) per hour and night shift LPN's shall receive six dollars ($6.00) per hour shift differential. All other employees shall receive forty-five cents ($.45) per hour evening and night shift differential.

B. Wage increments for all employees shall be based on length of service with the Employer.

C. When an employee changes from one classification to a higher paid classification, the employee will be placed on the closest step which would represent an increase to his/her current rate of pay.

D. An employee designated by the Center to be in charge of a department shall be entitled to in-charge pay at the rate of fifty-five cents ($.55) per hour, for all hours worked while so designated. Employees shall be eligible for such pay only if they are assigned by such designation, additional responsibilities that exceed the normal requirements of the employee’s job.

Cooks shall receive charge pay for Monday through Friday in the morning from the start of their shift until the supervisor arrives.

E. Existing on-call pay and staff rotation will remain unchanged.

All pager calls and on-site responses must be documented on the next scheduled workday by the person on-call.

For maintenance that is not able to be done during regularly scheduled shifts, management reserves the right to assign weekend hours/shifts every fourth Saturday (or another weekend mutually agreed on by management and staff).

F. The Employer will continue to pay all employee benefits when census is down and employees are requested to take time off work without pay.

G. All maintenance employees who are required to be on call and carry a beeper will receive an additional one dollar ($1.00) per hour for all hours. Employees who are called in to the Center will be paid at time and one-half for a minimum of two (2) hours.

Article 11– Casual Employees

It is agreed between the parties that the Casual employees are covered by SEIU Healthcare Minnesota. The following conditions shall apply:

All extra available hours shall first be offered to regularly scheduled staff before using casual employees.

Casual employees with prior experience shall receive full credit for experience up to the four (4) year step then receive one-half (1/2) credit beyond.

Casuals must work a minimum of three (3) shifts per month, 2 of which have to be weekend shifts (Friday PM shift through Sunday overnight shift), if the Employer has work available. If a
A casual employee works a shift for a scheduled employee, that shift does not count toward the three (3) shift requirement. Casual employees shall have a ninety (90) day probation period. However, should a casual employee work an average of twenty-four hours a pay period over a four month period, they shall be required to move to a scheduled position and forego the $0.75 per hour casual pay differential. This shall exclude those employees at student status.

A limited number of casual positions will be available per role and department based on resident needs. If casual positions are available, a scheduled employee in good standing as reflected by minimal formal disciplinary actions (may be subject to the Grievance procedure) shall be allowed to go to casual status by providing and working their scheduled shifts during the two (2) week notice and will not be unreasonably denied. An employee who goes from a regularly scheduled position to casual is not eligible to return to a scheduled position for three (3) months unless staffing levels allow or the change is due to student status.

Casual employees shall move on the scale with each two thousand eighty (2080) compensated hours. They will also receive all contract raises. An employee going from scheduled to casual will retain his/her seniority hours until reaching the next step on the pay scale.

Casual employees shall not be entitled to the floating holiday or the incentive program.

Casual employees do not receive a uniform allowance.

Casual employees are not scheduled according to seniority unless more than one casual employee, per the Letter of Understanding when they call in with their availability, requests the same shift. Casual employees who are contacted by the Care Center need not be contacted according to seniority.

Casual employees shall be on a separate seniority list. If the employee is a permanent part-time or full-time employee and goes casual then those seniority hours shall be frozen. They will then earn new seniority hours as a casual employee. If the casual employee takes a permanent position the causal hours shall be frozen, and they shall start with new hours or reclaim frozen hours if they had any.

Scheduled employees who move to casual status shall have their sick pay hours “frozen.” They may not use accrued sick pay as casuals but if they return to scheduled employees, their sick pay will be “unfrozen” and accrual will begin again.

If a permanent employee takes a casual position, his/her benefit level shall be frozen. Any accrued vacation shall be cashed out if a permanent employee goes to casual status. Casual employees shall not accrue vacation or sick time.

**Article 12– No Benefit Status**
Employees scheduled at least thirty (30) hours per week and eligible for benefits, including but not limited to health, vacation, sick pay, etc., may voluntarily give up their right to ALL benefits in lieu of an increase in their salary by two dollars ($2.00) per hour. This includes vacation and sick pay accrual, floating holiday pay, and any insurance contribution made by the Employer (medical, dental, LTD). Holidays, when worked, will be paid at double time. Uniform allowance will be paid.

Accrued sick time will be frozen and reinstated if the employee reverts to pay with benefits. Accrued sick time cannot be used while the employee is on No Benefit Status.

Accrued vacation will be frozen for three (3) years. At the end of the three (3) year period, the employee may cash out his/her accrued vacation at the pre-No Benefit Status rate.

If an employee terminates his/her employment, any accrued vacation will be paid at the pre-No Benefit Status rate.

Enrollment in the No Benefit Status (premium wage) can occur by completing the enrollment form during the annual benefit meeting or within 30 days of initial eligibility. Any employee currently on No Benefit Status may drop out of the program at the end of the calendar year by written request or by noting so on the annual benefit election/decline form. Completed forms to add or drop No Benefit Status must be received by the business office by December 1st prior to becoming effective the first pay period of the following calendar year. Your decision is binding for one (1) year unless you have a change in family circumstances. This would include:

❖ You get married, divorced or legally separated;
❖ You have or adopt a child;
❖ Your spouse or a dependent dies;
❖ Your spouse commences or terminates employment;
❖ Your number of scheduled hours change.

**Article 13 – Holiday Reimbursement**

**A. Holidays**


Full-time employees shall be eligible for those holiday pay benefits specified in Article 13 B 1. Beginning 1-6-17, employees who work at least 37 hours per week shall be eligible for those holiday pay benefits specified in Article 13 B 1. For positions regularly scheduled Monday through Friday holidays not worked will not reduce the average quarterly hours for the purposes of calculating holiday pay eligibility.
2. All employees, except those scheduled only every-other weekend, shall be eligible for one (1) floating holiday during a twelve (12) month period. The employee shall be paid at the regular rate of pay for said holiday.

The holiday shall be taken at a time mutually agreeable to the employee and the Care Center. Unless mutually agreed to the contrary by the Care Center and the employee, a floating holiday for part-time employees shall be scheduled only on a day on which the employee was scheduled to work.

Employees shall not be eligible for a floating holiday until after the completion of one (1) year of continuous employment.

3. Employees shall work one-half (1/2) of the holidays by seniority preference. Yearly, the Employer shall send out a sign-up sheet to employees asking by seniority, which holidays they would like to work. If an employee does not get the sign-up sheet back within the specific time limits, the Employer will assign holidays. If there is adequate coverage, then by seniority, employees can opt to work fewer holidays. If there is insufficient coverage, and no volunteers, then starting with reverse order of seniority and working up, the Employer can assign extra holidays. No employee with four (4) years or more seniority shall be scheduled more than one-half (1/2) the holidays. If any holiday(s) an employee is scheduled falls either during his/her vacation or if the employee is unable to work the scheduled holiday excluding approved medical leave of absence, that holiday(s) will not count towards the one-half of the holidays the employee must work. Beginning with the selection of the 2020 holidays, all employees are guaranteed to have one of the following three holidays off per year: Thanksgiving Day, Christmas, and New Year’s Day.

B. Holiday Pay

1. All employees required to work on the holiday will be paid two (2) times their straight time 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 in lieu of double time pay, at a time mutually agreeable to the employee and the Center.

2. In order to be eligible for holiday pay when not worked, a full-time employee must have completed his/her ninety (90) day probation period. Beginning on 1-6-17 an employee who works at least 37 hours per week shall be eligible for holiday pay when not worked, once they have completed their probationary period.

3. If the holiday falls on the employee’s regularly scheduled day off, an employee otherwise eligible for holiday pay shall be paid for an additional eight (8) hours of pay at the regular rate of pay.

4. New Year’s Day holiday pay begins with the evening shift, December 31 and ends with the conclusion of the evening shift on January 1.

5. Christmas holiday pay begins with the evening shift, December 24 and ends with the conclusion of the evening shift on December 25.

6. If an employee, who is otherwise eligible for holiday pay and sick pay, is sick on a holiday upon which the employee was scheduled to work, the employee shall receive sick pay as herein provided; however, the employee will not receive holiday pay of any type.
7. Employees who are scheduled every-other weekend only will be required to work a holiday when it falls on their regularly scheduled weekend to work.

8. Employees who are scheduled to work a holiday must work their next scheduled day before and after the holiday to receive holiday pay unless the employee has scheduled vacation or is on FMLA leave.

C. Health Unit Coordinators

Health Unit Coordinators will not work holidays.

Article 14 - Vacations

A. Vacations shall be taken throughout the calendar year and will be granted according to the seniority system. The vacation period of any employee shall not be split except with the consent of the employee.

B. A vacation schedule will be posted in the Care Center by May 15, and shall govern vacation scheduling for the following year. The number of employees within a classification permitted to take vacation at a given time will be noted on the schedule.

In the event the number of vacation requests exceeds the number of employees permitted to take vacations under the vacation schedule, available vacation time shall be granted in seniority order for written vacation requests submitted prior to April 15. Written vacation requests made after April 15 shall be granted on a first-come, first-serve basis. Employees will be advised of approval or denial of vacation within one (1) week of the request.

In scheduling vacations, employees eligible for ten (10) days of vacation shall schedule such vacation so as not to use vacation days on more than two (2) weekends per calendar year during which they would otherwise have worked. Employees eligible for fifteen (15) days of vacation shall schedule such vacation so as not to use vacation days on more than three (3) weekends during which they would otherwise have worked. Employees eligible for twenty (20) days or more of vacation shall schedule such vacation so as not to use vacation days on more than four (4) weekends per calendar year during which they would otherwise have worked.

C. No employee should have more than forty-two (42) day of vacation available at any time. Once the limit is reached, no additional vacation will be earned until hours are used or cashed in, bringing the available hours below the 42-day limit.

D. Vacation Cash-out: Employees with one year of service may cash out up to five (5) days (40 hours) of unused vacation in a minimum of four (4) hour increments at any time in the calendar year.

Beginning 1-1-17, employees may cash out the following unused vacation time based on longevity:

- One (1) year of service up through five (5) years of service, may cash out 40 hours of vacation.
Six (6) through ten (10) years of service may cash out 56 hours of vacation.
Eleven (11) through fifteen (15) years of service may cash out 68 hours of vacation.
Sixteen (16) or more years of service may cash out 80 hours of vacation.

If a holiday falls during an employee’s vacation, such employee will nevertheless be paid the holiday benefit to which he/she would otherwise be entitled. An additional day off in lieu of vacation may be scheduled in lieu of the above payment.

F. Vacation Schedule

A full-time employee who has been employed continuously for six (6) months or more shall receive vacation benefits, in accordance with the following schedule.

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<tr>
<th>Years of Continuous Employment</th>
<th>Days of Vacation</th>
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<td>1</td>
<td>5</td>
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<td>2</td>
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<td>15</td>
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<td>16</td>
<td>20</td>
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<td>30</td>
<td>21</td>
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</tbody>
</table>

Part-time employees who have been employed continuously for six (6) months or more shall receive vacation benefits in accordance with the following schedule.

<table>
<thead>
<tr>
<th>Years of Continuous Employment</th>
<th>Hours of Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>8 hours for each 416 hours</td>
</tr>
<tr>
<td>2-5</td>
<td>8 hours for each 208 hours</td>
</tr>
<tr>
<td>6-15</td>
<td>8 hours for each 138.6 hours</td>
</tr>
<tr>
<td>16-over</td>
<td>8 hours for each 104 hours</td>
</tr>
</tbody>
</table>

G. Employees who have been employed for nine (9) months or more shall receive terminal vacation pay according to the foregoing schedule if two (2) weeks written notice of intent to terminate is given to the Employer, provided the employee works all scheduled shifts during that two (2) week period.

H. A maximum of one (1) Licensed Nurse (LPN) per shift may be allowed to use vacation time if proper notification is received. A maximum of one (1) NAR per shift may be allowed to use vacation time if proper notification is received, except for day and evening shifts on Tuesday, Wednesday, and Thursday where at least two (2) NAR’s per shift will be allowed to use vacation time.

Article 15 — Sick Leave and Other Leaves

A. Sick Leave/Extended Illness Bank Program

ELIGIBILITY:
Employees who are scheduled twenty-four (24) hours or more per week will receive hours in two (2) accounts, the Sick Leave Account (SL) and Extended Illness Bank (EIB). Employees may not borrow against future or anticipated SL or EIB accruals.

ACCRUAL:

Employees scheduled 24 to 29 hours per week shall earn one (1) hour for each 52 compensated hours for sick leave bank and one (1) hour for each 52 compensated hours for their extended illness bank (EIB). There shall be a cap of 24 earned hours in each bank per year.

Employees scheduled 30+ hours per week shall earn one (1) hour for each 32.5 compensated hours for their sick leave bank and one (1) hour for each 32.5 compensated hours for their EIB. There shall be a cap of 48 hours earned in each bank per year.

24 hour per week scheduled employees

<table>
<thead>
<tr>
<th>24 hours (SL)</th>
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<tbody>
<tr>
<td>24 hours (EIB)</td>
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</table>

30+ hour per week scheduled employees

<table>
<thead>
<tr>
<th>48 hours (SL)</th>
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<tbody>
<tr>
<td>48 hours (EIB)</td>
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</tbody>
</table>

New employees shall start accruing SL and EIB time when they complete their probationary period.

USE OF PAID SICK LEAVE:

Paid Sick Leave may be used for any short-term illness (three (3) or less successive scheduled days away from work).

An Employee will be able to use accrued sick time for absences due to an illness of or injury to the employee’s child, adult child, spouse, sibling, parent, grandparent, or stepparent to no more than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child.

An employee may use accumulated sick leave for rendering care to an ill child.

The Employer may require a physician’s certification that the employee is capable of returning to work after any absence occasioned by a disability.

It is not the Employer’s intent to demand a physician’s verification of illness in all cases where sick leave has been utilized. Rather, the Employer will request such verification only when the Employer views it as appropriate in light of the circumstances surrounding the employee’s absence.

Any unused SL on the last day of February each year may be cashed out rolled over into the EIB, rolled into vacation, or employees may leave up to twelve (12) days in their sick leave bank. Checks will be issued with the second payroll in March.
An employee who resigns his/her employment with a fourteen (14) day written notice shall receive his/her sick leave bank paid out, provided the employee works all scheduled shifts during that two (2) week period.

The Employer reserves the right to deny payment of sick leave for affected pay periods for an employee who has a recurring pattern of picking up double shifts and calling in sick within the same pay period.

The Employer reserves the right to deny payment of sick leave for affected shifts for an employee who has a recurring pattern of picking up unscheduled shifts and calling in sick for those shifts.

**USE OF EXTENDED ILLNESS BANK:**

Extended Illness Bank hours may be used only for health conditions requiring absence away from work for four (4) or more successive scheduled work days. If the employee misses four (4) or more successive work days due to their own health condition, the first three (3) days may come out of EIB. A doctor’s slip may be required before the employee is eligible to return to work. Medical certification may be required for purposes such as Family Medical Leave (FMLA). If the employee misses four (4) or more successive scheduled work days due to a health condition of a family member (both as defined by FMLA) the first three (3) days may be covered by the EIB. An employee on approved intermittent FMLA may use EIB for FMLA absences in a single or multiple day increments.

Unused Extended Illness Bank hours are not available for any cash payment. Unused Extended Illness Bank hours may be carried over to the following year until total hours reach 520 at which time unused Extended Illness hours are forfeited. All Extended Illness Bank hours are forfeited when an employee terminates employment, even if proper notice is given.

**B. Illness and Disability Leave**

After the exhaustion of a Family Medical Leave, an employee shall receive an additional unpaid Leave of up to 12 sequential weeks within a rolling calendar year for a period of personal serious illness or injury ("serious" as defined under FMLA). Union employees with six months of service or more who do not qualify for Family Medical Leave shall receive an unpaid Leave of up to 12 sequential weeks within a rolling calendar year for a period of personal serious illness or injury. After this Leave is exhausted, the individual’s hours and position will not be held. The Employer shall continue to make health insurance contributions on behalf of such employee, up to a maximum of three (3) months total contribution.

The Center shall have the right to hire a temporary replacement employee during the leave of absence. Such an employee may be terminated at any time, with or without cause, during the leave of absence, or six (6) months from the commencement of employment, whichever occurs first. The Employer shall not be obligated to make insurance contributions on behalf of such employee.

**C. Personal Leave**

Employees will receive an unpaid personal leave of absence of up to twelve (12) weeks duration, in cases of maternity and adoption, and other legitimate reasons. If the employee returns to work at the
conclusion of the twelve (12) weeks personal leave, the employee will be returned to his or her regularly scheduled position.

D. Bereavement Leave

The Employer shall grant time off for family bereavement leave without loss of income. These days (normal shift length worked, up to 8 hours) are paid time off from your work schedule. This time is in addition to any vacation or sick leave that you may request.

- If a spouse/significant other or child dies, up to four days bereavement leave is given.
- If a brother, sister, mother-in-law, father-in-law, grandchild or parent dies, up to three days bereavement leave is given.
- If an employee’s grandparents, grandparents-In-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law dies, up to two days bereavement leave is given.
- Step family or “great” (i.e.: great-grandparents) relationships are treated on the same manner as the relationships stated above.

Time off for funerals is allowed by special arrangement with your supervisor. In such instances, additional time off or absence from work may be charged against sick leave or vacation.

Note: to qualify for Bereavement Leave for a significant other, the employee must have completed a Statement of Relationship form which will be maintained in the employee’s confidential personnel file.

E. Jury Duty

1. 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 during that period. He/she will report for work whenever his/her jury duty does not conflict. Any reasonable rearrangement of work hours, including re-shifting of other employees for that purpose, 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 minus the amount evidenced by the jury check.

2. 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 to 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 of two weeks regular part-time.

F. Unpaid Days Off

Employees may request this leave if they have used all accrued vacation or requested to use all accrued vacation during the calendar year. Each employee may request one or two unpaid shifts off per calendar year. This request will be handled the same as vacation requests. In granting unpaid days off by seniority, all vacation requests have first priority.
Article 16 – Educational and Professional Development

It shall remain the practice of the Employer that educational leave is granted on a nondiscriminatory basis.

A. Meetings/In-service/Education Reimbursement

Employees will be required to attend in-services mandated by state, federal regulations and/or the Employer and will be paid at the applicable rate of pay. The Union and the Employer will agree to special arrangements for night shift employees, so as not to interrupt their sleeping patterns. Such time shall be considered compensated hours for the purpose of accruing benefits, this will include overtime. Employees may choose to attend approved additional in-service sessions at straight time. Voluntary in-service attendance shall be considered compensated hours for the purpose of accruing benefits, this does not include overtime.

B. All requests for tuition and time off reimbursement for outside educational experiences and seminars shall be considered on an individual basis by the Employer as follows: if attending a continuing education program with the approval of the Administration or its representatives, the employee shall be reimbursed by the Employer for time off, tuition fees, mileage and book costs.

C. In-service Education

1. The Employer shall continue to offer in-service programs at regular intervals to improve employee skills in the delivery of care and related services.

2. The Employer will use its best efforts to insure that appropriate in-service training sessions are available to all employees and a minimum of three weeks’ notice shall be provided whenever possible.

Article 17 – Working Conditions

A. 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.

B. Maintenance of Benefits

Where wages, shift differentials, holidays and similar economic benefits specifically provided for by this Agreement are lower than those now received by an individual employee, the employee shall not have such benefits reduced by the execution of this Agreement.

The above not withstanding, changes in wages, hours and other conditions which are mutually agreed by the Union and the Employer to be incorporated into successor agreements are applicable as written.
C. The principle of a fair day’s pay for a fair day’s work is recognized by both parties to this Agreement.

D. Breakage

Employees shall not be liable for accidental breakage of glassware and fragile equipment during the course of their duties.

E. Employee Safety

The Employer shall continue to provide a safe and healthy workplace for all employees.

F. Pay Days – Employer Computations

Definite pay days shall be established on a regular two (2) week pay period. 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. Checks shall be available after 8:00 a.m. on Friday of the payroll week. Subject to changes in its availability to the Employer, Park View will continue to offer direct deposit.

If the Employer makes an error in an employee’s payroll check, the Employer will issue a check as soon as possible via mail. If the employee makes an error that results in an incorrect check, the Employer may choose to correct the error on the following pay check.

G. Employee’s Meals

On specified holidays, the Employer shall provide free meals to all employees on their meal breaks. Staff will be required to sign up by the designated time to receive their free meal. Night shift employees shall receive snacks in lieu of the meal.

The Employer shall provide free meals to employees working on a designated snow day. A snow day shall be defined as a period of time so designated by management at Park View Care Center in which employees of Park View Care Center encounter unusual difficulty in traveling to work because of the weather conditions. The designation of a snow day shall be solely at the discretion of management, but will be based on such factors as reports from weather authorities and law enforcement officials and possibility of major roads in the Buffalo area.

H. Longevity

The Employer will provide a qualified longevity program that demonstrates appreciation for years of service by providing special recognition on benchmark years. This will include an award booklet from which the employee may choose a gift item or the option to be reimbursed for an item of their choice up to the stated dollar limit.

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<thead>
<tr>
<th>Years of Service Completed</th>
<th>Award</th>
<th>Reimbursement Option</th>
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<tbody>
<tr>
<td>Quantity</td>
<td>Description</td>
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<td>Gift selection booklet &amp; gold pin</td>
<td>$320</td>
</tr>
<tr>
<td>40</td>
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<td>$380</td>
</tr>
<tr>
<td>Retirement (5-15 yrs)</td>
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<td>$250</td>
</tr>
<tr>
<td>Retirement (16+ yrs)</td>
<td>Gift selection booklet &amp; gold pin</td>
<td>$450</td>
</tr>
</tbody>
</table>

**Article 18 - Successorship**

In the event of any sale affecting ownership of Park View Care Center, the Employer shall notify the Union forty-five (45) days prior to the conclusion of such transaction. The Employer's sole obligation under this provision and the collective bargaining Agreement shall be to advise the purchaser of the existence of this collective bargaining Agreement. The Employer shall have no other obligation of any kind.

**Article 19- Management Rights**

Except as specifically limited by the express provisions of this Agreement, the management of the Center, including but not limited to the right to hire, layoff, promote, demote, transfer, discharge or discipline for just cause, require observance of reasonable Care Center rules and regulations, direct the working forces and to determine the materials, means and the type of services provided, shall be deemed the sole and exclusive function of management.

**Article 20- Non-Discrimination**

It is the policy of the Care Center not to refuse to hire, to discharge, or to discriminate against a person with respect to hire, tenure, compensation, terms, conditions, facilities, or privileges of employment because of race, color, creed, religion, national origin, sex, marital status, family status, status with regard to public assistance, disability, sexual preference or age.

**Article 21- Reduction of Rates**

If the Minnesota Department of Human Services finds it is necessary to reduce or increase the then existing case mix rates applicable to the Home, and all other Homes within the same geographic case mix region, the Employer shall be entitled to reopen the wage portion of the contract and both parties will enter into negotiations. This meeting shall be expeditiously scheduled within ten (10) days of the notice to the Union.
The Employer has the option of reopening the Contract when/if Employer mandated health insurance becomes effective. The reopening will occur within a reasonable period of time prior to the effective date of mandates/laws.

**Article 22 – Health Unit Coordinators**

1. Health Unit Coordinators usual hours are Monday through Friday, 8:00 a.m. – 4:30 p.m.

2. Health Unit Coordinators do not work on holidays.

3. If there is a late admission and the physician orders are here between 4:30 p.m. and 6:30 p.m., a HUC will stay as needed to receive and process the information by reverse seniority on a rotating basis or make arrangements with another HUC.

4. The HUC will have the option to leave the same number of hours early on a different day within the same pay period.

5. HUCs will rotate being on call to come in to process weekend planned admission orders.

6. The HUC on-call for the assigned weekend will receive and additional fifty cents ($.50) for all on call hours. The HUC who is called in to the facility will be paid for a minimum of two (2) hours. The weekend hours are set from 10:00 a.m. – 4:00 p.m. The staff will not call the HUCs before 9:00 a.m. regarding admission orders or when an admission is delayed or cancelled.

7. Overtime pay will follow the provisions as outlined herein in Article 8D.

8. All weekend planned admissions will be entered into Matrix in a timely manner on Friday and the charts will be prepared for weekend admissions.
Article 23 – Term of Agreement

This Agreement shall be effective as of January 2, 2019 and shall remain in force and effect from through and including January 1, 2021 and shall thereafter be subject to reopening by either party upon ninety (90) days written notice to the other party prior to January 1, 2021 or any anniversary date thereafter.

This agreement shall be reopened on October 1, 2019 for the purposes of negotiating wages and benefits and one additional issue from the employer and one additional issue from the union.

Park View Care Center

By

Date 12/24/18

SEIU Healthcare Minnesota

By

Date 12/26/18
ADDENDUM
Certified Nursing Assistant Mentor

AUTHORITY/SUMMARY

No later than February 1, 2006 the Employer will restart the Mentor program. Employees working as mentors shall receive an additional twenty-five cents ($0.25) per hour for all compensated hours.

The NAR Mentor is responsible for training new NAR’s and not giving an assignment he or she is not capable of handling. As a teacher and role model for those being trained, the CNA Mentor will at all times, assure that values and procedures being taught are consistent with the Retirement Center and with the highest standards of safety, technical correctness and also compassionate nursing care and effective Guest Relations. The NAR Mentor will be expected to develop a sense of personal accountability for the performance of those whom she/he trains. If more time is needed to train than was allotted, it is her/his responsibility to communicate this to her/his supervisor, so more time can be arranged. A sense of pride and satisfaction in the quality and aptitude of the NAR’s trained should be developed. Above average motivation and teaching skills will be applied to develop superior Certified Nursing Assistants Registered.

QUALIFICATIONS

1. A Certified Nursing Assistant Registered who has demonstrated proficiency in performing the technical skills required of a Nursing Assistant, and has at least six (6) months employment or equivalent hours (1,400) with the Retirement Center.

2. Promotes positive interpersonal relationships through the use of tactful, direct and sensitive interaction when dealing with residents, co-workers, supervisors.

3. Demonstrates interest in teaching and working with new Nursing Assistants in a one-to-one relationship.

4. Understands and demonstrates the need for excellent guest relations under the philosophy of the mentor concept.

5. Organizes workload and sets priorities.

6. Demonstrates initiative and independence in decision-making within the parameters of the position.

7. Demonstrates safe work habits and adheres to the Retirement Center’s safety procedures.

8. Communicates well with charge/staff nurses and supervisors.

9. Dependable and conscientious.
10. Demonstrates willingness to work in other areas or stations.

11. Possesses employment record history including performance evaluations that demonstrates the individual is able to adhere to the qualification of the position.

I, ______________________ have read the above job description and fully understand the conditions set forth therein, and will perform these duties to the best of my knowledge and ability.

Date __________________ Signature __________________________
Letter of Understanding
between
Park View Care Center
and
SEIU Healthcare Minnesota
Open Hours/Short Staffing/Bumping Pool

Procedures to follow for:
➢ Available Open Staff Hours
➢ Order of Offering Overtime Hours
➢ Short staffing situation in which "in house" staff" must stay on duty

1. On the fifth (5th) of each month, employees may contact staffing personnel in writing, to commit to picking up open shifts for the following month. (For example, on June 5th, staff will call regarding open shifts in July.) If the 5th falls on a Saturday or Sunday, it will be moved to the following Monday. Written commitments may be delivered in person, mailed to 200 Park Lane, Buffalo, MN 55313, or faxed to 763-682-2837. Shifts will be made available by seniority on the following basis:

   a) Part time employees have first option for available staff hours during the week when this does not involve overtime.
   b) Casual employees have second option to pick up available hours when overtime is not involved.
   c) If the hours are still available, full-time and then part-time staff will be given the option and paid overtime.

2. Employees may contact scheduling personnel each Monday to commit to shifts that have become available after the 5th of the month for the following month. Shifts will be awarded according to the steps outlined above (a, b, c).

3. Shifts that do not relate to a full-time or part-time regularly scheduled position will be designated as such; if that position is filled by a new staff member, the shifts will no longer be considered available.

4. Pool will not be contracted for hours prior to the posting of the schedule.

5. If hours are still available after following steps 1 & 2 and the schedule is posted, any remaining shifts will be awarded on a first-come, first-serve basis.

6. All nursing employees may let staffing personnel know of their interest to pick up hours for staff who have called in or their commitment to pick up available shifts on the current two-week schedule by signing on the staffing office door.

7. Once the schedule has been posted, Park View staff may not bump other Park View staff.

8. "In-house" employees may bump pool staff by giving eight (8) hours' notice to the staffing coordinator. Exceptions may be made to this if an agreement is made with the Pool to cover
extended blocks of time without cancellation (i.e.: an LOA). (Note - these hours will have been previously made available to internal staff through the steps outlined above.)

9. NOTE: It is Park View's policy that staff who will be unable to work their scheduled shift contact staffing personnel directly, or in their absence, the In-charge nurse, no later than two (2) hours prior to the beginning of their shift.

10. When it becomes clear that "in-house" employees will be required to stay into the next shift for any length of time, the charge nurse or department supervisor will follow the procedure outlined below as soon as it is known to be necessary. The intent is to determine who will need to make arrangements to stay as quickly as possible.

11. When "in-house" employees are asked to stay into the next shift and overtime would be involved for ANY staff person that would stay, it must be offered to PVCC employees based on seniority before asking a pool person to stay.

12. If there is a staffing situation in which there are insufficient number of staff who report for the next shift to render safe resident care, the "In charge" nurse or department supervisor must coordinate adequate staff coverage by:

► first offering the available hours to the most senior employee
► if no one is willing to take the hours, then the least senior employee on the shift in that position (per the seniority roster at A station) is to be mandated to stay until another employee arrives to relieve him/her
► in a situation where a "mandated stay" is required, records will be maintained of staff who voluntarily or involuntarily stay over. Once an employee has stayed over, this employee shall not be required to work the next short staffing day until all other staff on duty at the time of need in that position has stayed over based on the bullets above.

13. The final decision regarding who gets the open hours must be made by who is willing to fill the greatest number of open hours on the shift.

14. When an employee "commits" to a shift, this will be considered his/her shift, and if missed, will be counted as an absence.

Park View Care Center

By Annette Greely

Date 12/26/18

SEIU Healthcare Minnesota

By Roger Moore

Date 12/26/18

34
Letter of Understanding
between
Park View Care Center
and
SEIU Healthcare Minnesota

Effective no later than January 31, 2013, the Employer agrees to deduct and transmit to SEIU Healthcare Minnesota, COPE contributions on a pay period basis from the wages of those who voluntarily authorize such deductions on the forms provided for that purpose by SEIU Healthcare Minnesota. These transmittals shall occur monthly and shall be accompanied by a list of those employees for whom such deductions have been made and the amount deducted for each employee.

Park View Care Center

By Annette Gregg

Date 12/26/18

SEIU Healthcare Minnesota

By Roger Moore

Date 12/26/18
Letter of Understanding
between
Park View Care Center
and
SEIU Healthcare Minnesota

The employer and the union agree to discuss casuals, the creation of an in house pool, and the certified nursing assistant mentor program in a labor management committee. This committee may agree to modifications and pay increases if mutually agreeable to both parties. Any agreements will be memorialized as letters of understanding.

Park View Care Center

By  
Date 12/20/18

SEIU Healthcare Minnesota

By  
Date 12/26/18
Park View Care Center

Article X - Wage Scales

Effective the first full pay period of January 2019 for Scheduled Employees on the wage scale. All employees above the wage scale shall receive a 2% wage increase.

<table>
<thead>
<tr>
<th>Position</th>
<th>Start</th>
<th>2080 hrs</th>
<th>4160 hrs</th>
<th>6240 hrs</th>
<th>8320 hrs</th>
<th>10400 hrs</th>
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<tbody>
<tr>
<td>Diet/Hskgp Aides</td>
<td>$12.38</td>
<td>$12.76</td>
<td>$13.20</td>
<td>$13.62</td>
<td>$14.03</td>
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<tr>
<td>NAR/Activities</td>
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<td>$16.27</td>
<td>$16.71</td>
<td>$17.14</td>
<td>$17.54</td>
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<tr>
<td>Maintenance I</td>
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<td>$16.53</td>
<td>$17.25</td>
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<tr>
<td>Maintenance II</td>
<td>$13.68</td>
<td>$14.23</td>
<td>$14.91</td>
<td>$15.47</td>
<td>$16.07</td>
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<td>Social Service</td>
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<td>$17.28</td>
<td>$17.83</td>
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<td>Health Unit Coordinator</td>
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<td>$16.50</td>
<td>$16.91</td>
<td>$17.34</td>
<td>$18.11</td>
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<tr>
<td>Adult Day Care</td>
<td>$14.12</td>
<td>$14.42</td>
<td>$15.00</td>
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<td>$15.78</td>
<td>$16.37</td>
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<tr>
<td>Staffing/Clerical</td>
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<td></td>
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<tr>
<td>Cooks</td>
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<td>$15.16</td>
<td>$15.38</td>
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<td>$21.12</td>
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<table>
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<tr>
<th>LPN Continued</th>
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<th>14560 hrs</th>
<th>16640 hrs</th>
<th>18720 hrs</th>
<th>20800 hrs</th>
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<tr>
<td></td>
<td>$23.38</td>
<td>$23.92</td>
<td>$24.46</td>
<td>$25.03</td>
<td>$25.71</td>
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</table>

Casual employees shall receive seventy-five cents ($0.75) per hour in addition to the above rates in lieu of sick days and vacation.
*NAR's working as TMAs shall receive $1.00 per hour in addition to the above rates beginning the first full pay period in 2018.
PARK VIEW CARE CENTER
POLICY AND PROCEDURE MANUAL

SUPERSEDES: Policies (written-unwritten) prior to October 1, 2008

RECOMMENDER: ________________________________ (Signature & Title) ____________________________ (Date)

APPOINTING AUTHORITY: ________________________________ (Signature & Title) ____________________________ (Date)

SERVICE AND/OR DEPARTMENT: All Staff

SUBJECT: Donation of Vacation, Sick and/or Extended Illness Bank (EIB) Time

POLICY:
Employees may voluntarily donate accumulated vacation, sick, &/or EIB hours to a bank for distribution to aid another employee who has already exhausted all personal sick, vacation, & EIB time and is unable to work due to a medical emergency. (as defined in the FMLA language)

PROCEDURES:

To make a donation of vacation, sick, &/or EIB hours:
♦ Employees wishing to donate vacation, sick, &/or EIB hours must do so on a voluntary basis.
♦ The employee should fill out the appropriate form indicating the number of earned and available vacation, sick, &/or EIB hours the employee wishes to donate to the bank. Note: a maximum of 24 hours of EIB time may be donated each year. Return the completed form to the Administrator's office. The Administrator must then sign off to approve the donation and forward it on to the payroll office.
♦ Employees will not be taxed by donating vacation, sick, &/or EIB time to the bank.
♦ Donated hours may not be restricted to a specific person.

To receive the donated vacation, sick, &/or EIB hours:
♦ The employee must have already exhausted all of their personal sick, vacation, & EIB time.
♦ The employee must submit a written application to the Administrator describing the medical emergency and need of the donated time. Approvals are based on the time being available in the donation bank.
♦ Approval of the usage of donated time is separate from the approval of an LOA or FMLA and continuation of benefits.
♦ The employee must specify a time period that they would need the donated time to cover.
♦ After the application has been approved, the employee will receive the donated time at their current regular rate of pay.
♦ The donated time will be provided to the recipient on a week to week basis, to a maximum of 24 hours per week up to a maximum of four weeks.
♦ Administrator will then submit the signed application to the Business Office.

Business Office:
♦ When an approved form is received, the donated time should be withdrawn from the donor's vacation, sick, and/or EIB time.
♦ Place a copy of the donation form in the donor’s file.
♦ Payroll will keep track of the donated time in the bank and the time used from the bank.
♦ Once the donated time is used, a copy of the application will be placed in the recipient’s file.