

# Collective Bargaining Agreement

between

## The Emeralds at Faribault Service & Maintenance and Nurses Agreement

and

## SEIU Healthcare Minnesota



Effective  
January 1, 2020  
Through  
December 31, 2021  
(Wage Opener December 31, 2020)

## Table of Contents

|  |    |
|--|----|
| ARTICLE 1 - RECOGNITION.....   | 1  |
| ARTICLE 2 – SUCCESSORSHIP.....   | 2  |
| ARTICLE 3 – UNION SECURITY.....  | 2  |
| ARTICLE 4 – UNION REPRESENTATIVE/ACCESS/BULLETIN BOARDS/STEWARDS.....    | 5  |
| ARTICLE 5 – PROBATIONARY PERIOD .....                                    | 7  |
| ARTICLE 6 – CLAIMS AND GRIEVANCES .....                                  | 7  |
| ARTICLE 7 – DISCHARGE – QUILTS.....                                      | 9  |
| ARTICLE 8 – UNIFORMS AND WORKING CONDITIONS.....                         | 10 |
| ARTICLE 9 – WORK WEEK .....  | 11 |
| ARTICLE 10 – HOLIDAYS AND VACATIONS.....                                 | 15 |
| ARTICLE 11 – PAID PERSONAL LEAVE AND EXTENDED ILLNESS BANK PROGRAMS..... | 17 |
| ARTICLE 12 – LEAVES OF ABSENCE.....                                      | 21 |
| ARTICLE 13 – SENIORITY.....  | 23 |
| ARTICLE 14 – WAGES.....  | 26 |
| ARTICLE 15 – INSURANCE AND OTHER BENEFIT PROGRAMS.....                   | 28 |
| ARTICLE 16 – NO STRIKE NO LOCKOUT.....                                   | 29 |
| ARTICLE 17 – MANAGEMENT RIGHTS.....                                      | 30 |
| ARTICLE 18 – RULE 50.....  | 30 |
| ARTICLE 19 – LABOR MANAGEMENT MEETING.....                               | 31 |
| ARTICLE 20 – NO SUB CONTRACTING.....                                     | 31 |
| ARTICLE 21 – NO DISCRIMINATION.....                                      | 31 |
| ARTICLE 22 – COPE DEDUCTIONS.....  | 31 |
| ARTICLE 23 – LOBBY DAY.....  | 32 |
| ARTICLE 24 – SAVINGS CLAUSE.....   | 32 |
| ARTICLE 25 – CONTRACT DURATION.....                                      | 32 |
| WAGE APPENDIX  |    |



# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**The Emeralds at Faribault**

**AND**

**MINNESOTA'S HEALTH CARE UNION,**

**SEIU HEALTHCARE MINNESOTA**

This Agreement is made and entered into this first day of January 1, 2020 by Emeralds of Faribault ("the Employer") and SEIU Healthcare Minnesota ("the Union").

## **ARTICLE 1 – RECOGNITION**

- A. The Employer recognizes the Union as the sole representative of all full-time, part-time and casual service and maintenance employees employed by the Employer at The Emeralds at Faribault facility including Licensed Practical Nurses, CNA/NAR, laundry aides, therapeutic recreational aides, housekeepers, culinary employees and CNA restorative aides; excluding registered nurses, maintenance, administrators, guards and supervisors as defined by the National Labor Relations Act, as amended, and defined by the National Labor Relations Board Certification No. 18-11588.
- B. All employees are classified into one of the following categories of employment:
  - a. Full-time Employees: a full-time employee is one who is regularly scheduled an average of sixty (60) hours or more per pay period and is eligible for all benefits including 401K and holiday pay if worked and straight time if holiday not worked.
  - b. Part-time Employee: a part-time employee is one who is regularly scheduled an average of less than sixty (60) hours per pay period for all benefits including holiday pay if worked and 401K.
  - c. Casual Employee: a casual employee is one who has no regular schedule and receives no benefits except for Holiday pay if worked and 401K. Casual employees are required to work a minimum of two (2) weekend shifts in a month unless there are no weekend shifts available and two (2) holidays per year, one being either Thanksgiving or Christmas, rotating, when hours are available. Casual employees will be terminated if they work no hours in a three (3) month period

### **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 the 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 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 classification or title created to defeat the spirit of this Agreement. No classification or title within the unit shall be changed or created, and no Employee shall be transferred or promoted except upon at least ten (10) days written notice to the Union prior to the effective date of the same, which notice shall specify in detail the proposed change, establishment, transfer, or promotion. Whenever an emergency situation exists or when, because of unique circumstances, the efficient operation of the employer is threatened, the Employer may make temporary assignments between classifications which temporary assignments shall not extend beyond forty-eight (48) hours.

## **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 any of the provisions of the Agreement.

## **ARTICLE 2 – SUCCESSORSHIP**

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 3 – UNION SECURITY**

Not done

### **3.1 UNION SECURITY**

There is a Collective Bargaining Agreement between the Employer and SEIU Healthcare Minnesota, 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 per pay period dues.
2. Employees may choose not to become a Union member and pay service fees not to exceed dues paid by union members. 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 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 paychecks and sent to the Union.

3.2 All Employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life of this Agreement, remain members of the Union in good standing as a condition of employment. "In good standing", for the purposes of this Agreement, is defined to mean the payment of standard regular dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Employees covered by this Agreement who elect not to become Union members shall pay to the Union service fees equal to the standard dues paid by Union members. This payment in no event shall exceed the regular 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. Payments required by paragraph two are due and payable the first (1<sup>st</sup>) day of the month following the completion of sixty (60) days of employment and shall be paid by the tenth (10<sup>th</sup>) day of each month.

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 for the Union to the Employer of such delinquency.

### **3.3 DUES DEDUCTIONS**

The Employer agrees to deduct Union dues or comparable service fees for the employees electing not to become Union members, from the wages of the 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 in the first (1<sup>st</sup>) pay period of the month following the actual withholding, together with a record of the amount, social security number, and name of those for whom such deductions have been made. The Employer will work with the Union to implement changes in dues and fees deductions in a reasonable time after the notification of such changes.

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

Any employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer will honor employee check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Union.

The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorizations by submitting to the Union a written 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.

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.

### **3.4 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, social security number and number of hours worked per pay period.
- Non-Contract: name, social security number, date of job transfer, position the employee is transferring from and into, new hire information if the employee is transferring into the bargaining unit.
- Terminated Employees: name, termination date, classification and social security number.
- Employees on Leave of Absence: name, date leave begins, date of return and social security number.
- Changes: name changes, address changes, phone number changes, changes in hours per pay period, change in classification, any other changes affecting union membership or dues, and social security number.

- Each Pay Period/Annual Information: Each pay period the Employer shall furnish to the Union, the name, social security number, gross pay per pay period, and dues deduction amount. Annually the Employer shall furnish to the Union, the name, social security number, gross collective bargaining wages, and annual dues deduction,
- Hourly Reports: Upon request of the Union, the Employer will provide yearly hourly rate updates for each employee in the bargaining unit including the following information:
  1. Name
  2. Social security number
  3. Current hourly rate of pay
  4. Classification
  5. Hours worked per pay period
  6. Date of hire
- Seniority Lists: one list of all employees in the bargaining unit by seniority with compensated hours and one list alphabetically to be sent monthly and posted in the break room.

3.5 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 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, 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.

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

3.7 Upon Written notification by 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 4 – UNION REPRESENTATIVE/ACCESS/BULLETIN BOARDS/STEWARDS/LEADERS**

**4.1 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 rooms, not to be unreasonably denied.

The Union Representative must sign in and meet with bargaining unit members in the break rooms 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.

#### **4.2 BULLETIN BOARDS**

A designated bulletin board located in the employees' break room shall be provided 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 4.1 "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/leader lists, union social activities, etc.) must first have the Employer's approval. The Employer's approval shall not be unreasonably denied.

#### **4.3 STEWARD/LEADER COMMITTEE**

The employer recognizes the right of the Union to elect or select from employees who are members of the Union, job 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 the Employer's time. The employer will provide 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 provided 30 minutes paid by the Employer to attend New Member Orientation for the purpose of distributing new member packets to new employees. The Employer shall provide the Stewards/Leaders with a shared office and basic equipment (i.e., filing cabinet, tape, etc.).

#### **4.4 NEGOTIATING COMMITTEE**

Any Union Member who serves on the Union's negotiating committee shall receive credit for seniority and benefits purposes.

### **ARTICLE 5 – PROBATIONARY PERIOD**

#### **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.

Seniority shall not accrue to employees during their probationary period. However, upon successful completion of the 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 their date of hire.

During the probationary period, an employee may be terminated with or without 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 (80<sup>th</sup>) calendar day of the probationary period of the employee involved.

### **ARTICLE 6 – CLAIMS AND GRIEVANCES**

#### **6.1 CLAIMS AND GREIVANCE RESOLUTION PROCEDURE**

Any claim of an Employee arising out of the interpretation of or adherence to the terms or provisions of this Agreement shall be resolved according to the following procedure.

Step 1 – The Employee shall request resolution of the claim with his/her immediate supervisor and may involve the Union steward in all discussions.

Step 2 – If the grievance is not resolved within the time limits referred to in Step 1, it shall be reduced to writing and submitted to the Union Business Representative/Designee or the Employer's Management Representative within seven (7) days of the receipt of a Step 1 response. The Employer's Representative shall meet with the Union's Business Representative or Designee in an attempt to resolve the grievance within

fourteen (14) calendar days of receipt of written grievance.

Step 3 – If a satisfactory settlement cannot be reached at the Step 2 meeting, the grievance may be submitted to the Federal Mediation and Conciliation Service (FMCS) grievance mediation process, if the Union so requests in writing within ten (10) calendar days of the receipt of the response from the first meeting and the Employer agrees to such submission. If a grievance goes to mediation, time limits are waived until the parties meet in mediation.

All time deadlines set forth may be extended by mutual consent, but failure to follow such time deadlines shall constitute a permanent waiver and bar to said grievance.

## **6.2 ARBITRATION PROCEDURE**

### **1. Submission to Arbitration.**

A controversy can be submitted to arbitration by the Union or the Employer. A controversy must arise out of the interpretation of or adherence to the terms and provisions of this Agreement in order to be eligible for arbitration. The Notice of Intent to Arbitrate shall be sent to the other party within ten (10) calendar days of the date the controversy arises which time may be extended by mutual consent, and shall set forth the nature of the controversy.

### **2. Notice Requirements.**

The Notice of Intent to Arbitrate, and all subsequent notices and filings shall be sent to the Union at 345 Randolph Avenue, Saint Paul, MN 55102, to the Administrator of the Employer at its business office at 500 1<sup>st</sup> Street SE, Faribault, MN 55021, and to the Employee at the home address currently on file with the Employer.

### **3. Arbitration.**

The parties shall request a list of five arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list, the parties shall alternately strike names until one name remains; the party bringing the grievance shall strike first.

The decision or award by the arbitrators shall be final and binding upon the parties. The expenses of the arbitrator shall be borne by the parties equally.

## **6.3 NO IMPAIRMENT**

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

## **ARTICLE 7 – DISCHARGE - QUILS**

### **7.1 NO DISCHARGES WITHOUT JUST CAUSE**

The Employer shall not discharge or discipline an Employee without just cause.

### **7.2 DISCHARGE OR OTHER DISCIPLINARY ACTION**

Written notice of any discharge or other disciplinary action shall be given to the Employee and a copy shall promptly be sent to the Union by the Employer.

Employees may not file a grievance in response to an oral or written reprimand. However, the Employee may file a written rebuttal relating to the specifics of the oral or written reprimand. In addition, the Employee has the option to meet with his/her supervisor and a Union representative to discuss the oral or written reprimand.

Written and verbal warnings are valid for twelve (12) months, after which they become invalid for use in discipline and discharge, except issues regarding resident neglect or abuse, which will remain an active part of the disciplinary process.

### **7.3 SUSPENSIONS**

Disciplinary suspensions without pay shall not exceed fourteen (14) working days.

The Employer may suspend an Employee without pay pending an investigation and resolution of charges against the Employee where the Employer deems it appropriate to not have the Employee working during the investigations. If the investigation establishes the charges against the Employee and the Employer deems that a suspension is appropriate, all or part of the suspension will be converted to a disciplinary suspension.

If the charges are not established, or if the Employer determines that discipline is warranted but that suspension is not appropriate or that the period of the investigatory suspension would not be appropriate as a disciplinary suspension, the Employee shall receive back pay, benefits, and seniority for the period of the investigatory suspension that is not converted to a disciplinary suspension.

### **7.4 QUIT NOTICES**

An Employee who wishes to quit shall give the Employer at least two (2) weeks written notice.

## ARTICLE 8 – UNIFORMS AND WORKING CONDITIONS

### 8.1 UNIFORM – WEARING APPAREL

If the Employer requires, suggests or in any way indicates the desirability or requirement of wearing apparel of a particular color, pattern, design, or material then the Employer shall furnish the same on the following basis:

| <u>Hours Worked</u>         | <u>Uniforms per year</u> | <u>Pairs of Shoes per year</u> |
|-----------------------------|--------------------------|--------------------------------|
| 64-80 per pay period        | 3                        | 1                              |
| 40-64 per pay period        | 2                        | 1                              |
| 24-32 per pay period        | 1                        | 1 every other year             |
| Less than 24 per pay period | 1 or as needed           | 1 every other year             |

The Employer shall establish a system to provide Employees, at least twice each year, with standard uniforms in at least two (2) colors within each department. Employees may purchase, at their own cost over the cost of a standard uniform, uniforms of the specified departmental colors but of a style other than standard. The Employer shall provide Employees with the means to purchase shoes from an outside vendor or provide up to forty-five dollars (\$45.00) to Employees who submit a receipt for the purchase of shoes. Shoes must be non-slip to qualify for the benefit. Employees may wear white tennis shoes. Employees shall not wear uniforms and shoes for non-work purposes.

If no requirement, suggestion or indication is made by the Employer, Employees may wear their choice of apparel.

If the Employer requires the Employee to wear an identifying device of any nature, such device shall be furnished initially by the Employer without cost to the Employee. The responsibility for repair or replacement thereof shall be on the Employee at his or her expense.

### 8.2 DINING LOCKER FACILITIES

A separate combined dining and break room facility shall be provided for Employees. Shared locker facilities (two per locker) shall be available for Employees' use.

### 8.3 RELIEF PERIODS

All Employees shall be allowed, without reduction in pay, fifteen (15) minutes relief in each three and three-fourths (3.75) hour period. The above fifteen (15) minute rest period shall be included in the regular work day.

#### **8.4 MEALS**

Employees working a holiday will receive one (1) meal ticket, which needs to be used that holiday.

Employees may purchase other meals from the Employer at the Employer's cost for such meals. Meals shall be offered to Employees only during regular dietary hours.

Employees in the Dietary Department shall receive a discount of fifty percent (50%) on meals when working.

#### **8.5 SUFFER NO HIGHER BENEFIT LOSSES**

Where wages, hours and other conditions specifically 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 this Agreement.

#### **8.6 CPR TRAINING**

If the Employer provides in-house CPR training, the Employer will offer to Licensed Nurses at no cost to the employees. The employer will offer the same to other employees as the situation allows.

### **ARTICLE 9 – WORK WEEK**

#### **9.1 WORK WEEK AND SCHEDULING**

Seven and one-half (7.5) hours shall constitute a day's work. Employees who work eight (8) hour shifts per day will be grandfathered in, however; these Employees will bid on open positions as posted, except those Employees transferring to a different shift may choose to keep an eight (8) hour work day.

Employees working in excess of eight (8) consecutive hours or in excess of eighty (80) hours in a consecutive two-week pay period will be paid overtime at the rate of one and one-half (1.5) times the Employee's regular straight time hourly rate. There shall be no pyramiding of overtime.

The general pattern of scheduling shall be such that all Employees, other than on-call and student Employees, shall have every other Saturday and Sunday off, except when emergencies require otherwise. All hours worked by Employees in a workday shall be consecutive hours except upon mutual agreement between the Employee and the Employer and only on an "as needed" (non-scheduled) basis. All Employees shall receive a minimum of twelve (12) hours off between shifts except upon mutual agreement between the Employee and the Employer.

All Employees with less than 20,800 hours of seniority may be required to work in order to fill vacant shifts; all Employees with more than 20,800 hours of seniority may be required to work no more than two vacant shifts per calendar year and may never be required to work on a holiday which such Employee was not scheduled to work or on a previously scheduled vacation. The Employer shall rotate mandated work based on departmental seniority. Employees may be disciplined if they refuse to report to work when required to do so under this provision.

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

Work hours on Saturdays and Sundays shall not be increased by reason of anything contained in this Agreement. Overtime work shall be spread as equally as possible among Employees doing the same kind of work.

## **9.2 SCHEDULES**

### **1. Work Week Schedules.**

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 change in work week schedules shall be furnished to the Union at least fifteen (15) days before the effective date of the change. The Union shall have the right to object to such change and if not resolved with the Employer, may proceed to the Grievance Provision of this Agreement.

In the establishment of work week schedules, the Employer shall give preference to Employees in accordance with seniority as far as practicable and consistent with proper nursing home management.

### **2. Staffing Schedules.**

Schedules shall be posted at least fourteen (14) days in advance of Employees' scheduled work. Once posted, schedules can only be changed by notifying the affected Employees personally and explaining the necessity of the change. Seniority shall be recognized as far as practicable in changing schedules. Fourteen (14) days' notice shall be given to affected Employees of any planned change(s), and no change(s) shall be made during such fourteen (14) day period except in emergencies or when changes are mutually agreed to by the Employer and the affected Employee(s). The Employee shall be called at the phone number he/she has on file with the Employer.

Employees may trade scheduled work days so long as no overtime pay for either Employee is paid as a result of the trade. All trade requests shall be submitted after the schedule is posted, shall be submitted on the proper trade request form and shall be submitted to and approved in writing by the appropriate department head. Trade

requests concerning weekend hours shall be submitted by noon (12 p.m.) on the Wednesday prior to the weekend in question, trade requests for non-weekend hours shall be submitted at least seventy-two (72) hours prior to both shifts in question. An Employee failing to report for a traded shift shall be disciplined as if absent for the shift for which he/she was originally scheduled.

3. As Far As Practicable.

“As far as practicable” means if there are two (2) or more Employees working in the same department, same classification and on the same shift, the least senior Employee shall have his/her schedule changed.

### **9.3 FLEXIBLE SCHEDULES**

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.

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 9, Seniority.

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 IX.
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 elsewhere in this Agreement.
4. Flexible Schedule Employees 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. Employees shall be paid double time for all hours worked on designated holidays (Article VI). Employees who work sixty-four (64) hours or more per pay period but less than eighty (80) hours per pay period whose day off falls on a holiday, shall be paid straight time for the number of hours normally scheduled to work on designated holidays not worked.

#### **9.4 AWARDING EXTRA HOURS AND LOW NEED DAYS**

Volunteers will be scheduled for extra hours in the following order based on seniority:

1. Non-overtime regularly scheduled staff
2. Non-overtime casual/on-call staff
3. Employees on an overtime basis

When staffing needs are such that a temporary reduction in hours is necessary, staff will be reduced in the following order:

1. Employees being paid overtime (if they are working extra hours during the hours to be reduced) in reverse seniority
2. Employees who volunteer to go home, who have picked up extra hours in order of seniority
3. Employees who volunteer to go home, who are working their regularly scheduled hours in order of seniority
4. Employees who are scheduled for extra hours in reverse order of seniority
5. Scheduled employees in reverse order of seniority

#### **9.5 MANDATORY MEETINGS**

No employee shall be mandated to attend staff meetings while on vacation, sick time, or any approved leave.

#### **9.6 USE OF NON-BARGAINING UNIT EMPLOYEES IN BARGAINING UNIT CLASSIFICATIONS**

Non-bargaining unit employees may be scheduled to work unfilled hours determined by the Employer as necessary after all bargaining unit members have had the opportunity to work those hours. The Employer shall not grant shifts to non-bargaining unit employees prior to two (2) weeks from the beginning of the pay period. Non-bargaining unit employees shall not be awarded block schedules or other identified staffing patterns.

## ARTICLE 10 – HOLIDAYS AND VACATIONS

### 10.1 HOLIDAYS

1. Holiday Pay

|                        |                  |
|------------------------|------------------|
| Martin Luther King Day | Thanksgiving     |
| Memorial Day           | Christmas        |
| July Fourth            | New Year's Day   |
| Labor Day              | Floating Holiday |

Full-time Employees who have to work holidays shall receive, at their option, another day off with pay in lieu thereof, or be paid at the rate of double time for work performed on such holidays. If a full-time Employee's day off falls on a holiday, then the Employee shall receive an additional day off within a two (2) week pay period.

Employees who work sixty (60) hours or more per pay period will receive seven and one-half (7.5) hours pay, except eight (8) hour shift employees will be grandfathered in and receive eight (8) hours pay.

A Floating Holiday must be taken on a day regularly scheduled to work.

All part-time and on-call Employees shall be paid double time for any hours worked on the above holidays.

2. Absence Prior to or After a Holiday

Employees who are absent on their regularly scheduled day prior to or after the holiday shall not be eligible for holiday pay.

3. Non-Probationary Employees

Employees who have completed their probationary period prior to the posting of the holiday work schedule shall be required to work on the holiday provided: (a) they are qualified to do the required work in the needed area, and (b) their placement on the holiday schedule shall not result in the payment of overtime.

4. Rotating Holidays

All Holidays shall be worked on an every other holiday basis by all bargaining unit employees.

### 10.2 VACATIONS

1. Holiday Occurrence

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

2. No Work During Vacation

Employees shall not be called to work on a vacation day unless mutually agreed upon.

**10.3 REQUESTS FOR AND SCHEDULING OF HOLIDAYS AND VACATIONS**

1. Requests Before April 1st

Written requests for time off and vacations for the period of May 1 through April 30 shall, whenever possible, be submitted before April 1<sup>st</sup>. Floating holiday requests may be submitted at any time.

The Nursing Department shall use the above process except for Memorial Day weekend through Labor Day weekend the following shall apply: Starting with February 1<sup>st</sup>, Employees shall indicate their vacation preference with the most senior Employee having first choice, the second most senior having second choice, etc. Employees shall have no more than twenty-four (24) hours to decide before going to the next Employee. A choice may be one (1) day to a maximum of two (2) weeks. As employees bid on vacation, if a full week is not available, the employee will have the option of bidding on up to five (5) non-consecutive days in the first pass only. If more time off remains available after going through seniority, the process starts over.

When multiple Employees apply for vacation on the same date, unsuccessful applicants will be wait-listed for that date by seniority. If the date open up because of the successful applicant terminating, the successful applicant advising the Employer that the date is no longer desired, or for other reasons, if the schedule including that date has not been posted, the date will be offered by seniority to the wait-listed Employees. If the schedule, including that date, has been posted when the opening occurs, the date need not be offered to wait-listed Employee(s).

2. Granting Requests Submitted Before April 1st

Requests submitted before April 1st shall be granted taking the following principles into account:

- a) Seniority shall govern in the granting of all requests for vacations.
- b) Any request initially denied shall be reconsidered as staffing levels permit.
- c) Floating holiday requests shall be granted as staffing levels permit Employees to be off.

d) Vacation Requests:

1. The Employer shall grant at least one vacation request per shift and job classification during the same Monday through Friday work week; the Employer may grant additional requests as staffing levels permit.
2. The Employer shall grant at least one vacation request for a weekend day per job classification. When staffing levels allow, the Employer shall grant two (2) Employees vacation per weekend day.
3. Employees shall not be granted more than two (2) scheduled weekends off as vacation between Memorial Day weekend and Labor Day weekend.
4. The Employer shall grant a minimum of one (1) Nursing Assistant vacation request per day shift per day and one (1) Nursing Assistant PM/Night shift vacation request per day the week of Thanksgiving and the week of Christmas.

3. Posting Granted Requests

By May 1, the Employer shall post all granted holiday and vacation requests submitted before April 1<sup>st</sup>.

4. Requests Submitted after 1<sup>st</sup>

Written requests for time off for vacations submitted after April 1st must be submitted no later than twelve (12) noon on Thursday before the schedule for the pay period involved is posted. Requests shall be granted on a “first come, first served” basis. If two requests are submitted on the same day, seniority shall govern.

The Employer shall notify the Employee and within fourteen (14) days of a vacation request.

**ARTICLE 11 – PAID TIME OFF AND EXTENDED ILLNESS BANK PROGRAMS**

**11.1 ELIGIBILITY AND ACCRUAL**

Employees who are guaranteed to work a regularly scheduled position of at least one thousand forty (1040) hours annually are eligible to participate in the Paid Time Off and Extended Illness Bank Program. Employees working seven and one-half (7.5) hour shifts shall be eligible for this benefit at nine hundred seventy-five (975) hour annually.

Eligible Employees accrue hours in two (2) accounts, the Paid Time Off (PTO) and the Extended Illness Bank (EIB). Both accruals are earned on hours compensated by the Employer, including

regular hours worked, overtime hours worked, vacations, holiday hours worked and time spent on official Union business. They are not accrued on any unpaid leave time. Employees may not borrow against future or anticipated PTO or EIB accruals.

Employees who are scheduled to work less than forty (40) hours per week shall accrue Paid Time Off after working five hundred and twenty (520) hours in a calendar year. Employees working seven and one-half (7.5) hour shifts shall be eligible for this benefit at thirty-seven and one-half (37.5) hour per week. Employees shall accrue until December 31<sup>st</sup> of each year and must re-qualify the following year by working five hundred and twenty (520) hours.

## 11.2 PAID TIME OFF

### 1. Accrual Rates

Eligible Employees shall accrue Paid Time Off (PTO) at the following rates effective March 30, 2007:

|  |                                   |
|--|-----------------------------------|
| From date of hire to 1 <sup>st</sup> anniversary date: | .03076 hour/each compensated hour |
| After 1 <sup>st</sup> anniversary date:                | .05384 hour/each compensated hour |
| After 4 <sup>th</sup> anniversary date:                | .07692 hour/each compensated hour |
| After 9 <sup>th</sup> anniversary date                 | .1000 hour/each compensated hour  |

Employees could earn PTO according to the following table, effective March 30, 2007, based on working 80 hours per pay period.

|             |         |
|-------------|---------|
| 0 – 1 Year  | 8 days  |
| 2 – 4 Years | 14 days |
| 5 – 9 years | 20 days |
| 10 and up   | 26 days |

These amounts will be prorated for those who are less than full-time.

PTO hours accrue throughout the year and become available to the Employee on his/her anniversary date. New Employees accrue PTO hours from the date of hire, and those PTO hours become available on the Employee's first anniversary date.

There will be a 2080 annual hour cap on the hours on which an employee will earn PTO. In addition, PTO will be earned on actual hours worked plus PTO hours taken, but not on EIB hours taken or bereavement leave hours. CNAs and TMAs hired before September 1, 1993 will not be subject to the 2080 cap, but will be able to earn up to four additional days to a maximum of 30 days.

### 2. Use of Paid Time Off

Paid Time Off may be used for vacations and short-term illnesses (three (3) or less

successive scheduled days away from work). Paid time Off may not be taken in blocks of less than four (4) hours without the approval of the Administrator of the Employer.

To utilize Paid Time Off for short-term illness, the sick Employee must notify the Employer's designee prior to the beginning of the work day. Employees scheduled to work shifts beginning between 4:00 a.m. and 8:00 a.m. must notify the Employer's designee at least one (1) hour prior to the beginning of the Employee's work day. Employees scheduled to work on other shifts shall notify the Employer's designee at least four (4) hours prior to the beginning of the Employee's work day. A doctor's slip may be requested on a non-discriminatory basis in order to address situations of potential abuse of Paid Personal Leave.

Employees on a medical leave of absence may use any accrued PTO hours.

To utilize Paid Personal Leave for vacation purposes, an Employee must follow the procedures concerning Requests For and Scheduling of Holidays and Vacations in Article VI (c) of this Agreement.

### 3. Options for Unused Paid Time Off

Employees must use at least 75% of their PTO balance each year or it will be forfeited.

Employees may use all of their PTO balance each year, or at their option, use 25% of the PL balance in one of three ways:

- Rollover 25% of their PTO balance for future use;
- Transfer 25% of their PTO balance into their Extended Illness Bank; or
- Receive cash payment for 25% of their PTO balance at percentages based on years of service:

| <u>Years Employed</u> | <u>Percent Available for Payment</u> |
|-----------------------|--------------------------------------|
| 1                     | 60%                                  |
| 2                     | 70%                                  |
| 3                     | 80%                                  |
| 4                     | 90%                                  |
| 5                     | 100%                                 |

Prior to their anniversary date, Employees must use their PTO balances during their anniversary year. Employees may have up to one (1) week of PTO (based on their weekly scheduled hours) paid out at 100 % by the end of their anniversary year, or the balance will be forfeited. Payout shall only occur one time per anniversary year.

Available and accrued Paid Personal Leave hours are paid when an Employee

terminates his/her employment and provides the Employer with at least two (2) weeks written notice. Unless, the Employee is released during the two (2) week notice for disciplinary action in accordance with the Employer policies and procedures. Available and accrued Paid Time Off hours are forfeited when an Employee terminates his/her employment and does not provide the Employer with at least two (2) weeks written notice.

**11.3 EXTENDED ILLNESS BANK**

1. Accrual Rates

Eligible Employees shall accrue extended illness bank hours at the following rates:

From date of hire to 14<sup>th</sup> anniversary date .023077 hour/compensated hour  
 After 14<sup>th</sup> anniversary date .02435 hour/compensated hour  
 After 19<sup>th</sup> anniversary date .02564 hour/compensated hour

The following chart indicates the number of EIB hours an Employee would earn working the indicated number of hours per year:

| Hours Per Pay Period | Hours Worked Per Year | EIB Hours Earned 1 <sup>st</sup> Year | EIB Hours Earned 15 <sup>th</sup> Year | EIB Hours Earned 20 <sup>th</sup> Year |
|----------------------|-----------------------|---------------------------------------|--|--|
| 80                   | 2080                  | 48                                    | 51                                     | 53                                     |
| 64                   | 1664                  | 38                                    | 41                                     | 43                                     |
| 40                   | 1040                  | 24                                    | 25                                     | 27                                     |

EIB hours stop accruing when an Employee reaches the maximum and will not accrue more hours until the Employee’s balance drops below the maximum levels below:

From date of hire to 14<sup>th</sup> anniversary date 288 hours  
 After 14<sup>th</sup> anniversary date 304 hours  
 After 19<sup>th</sup> anniversary date 320 hours

Extended illness bank hours accrue throughout the year and become available to the Employee after completion of the probationary period.

2. Use of Extended Illness Bank Hours

Extended Illness Bank hours may be used only for illnesses or other physical or mental conditions requiring absence away from work for four (4) or more successive scheduled work days. A doctor’s slip may be required in order for the Employee to return to work.

3. Options for Unused Extended Illness Bank Hours

Unused Extended Illness Bank hours are not available for any cash payment. All Extended Illness Bank hours are forfeited when an Employee terminates employment, even if proper notice is given.

## **ARTICLE 12 – LEAVES OF ABSENCE**

### **12.1 UNPAID LEAVES OF ABSENCE**

#### **1. Medical Leave of Absence**

The Employer shall grant an Employee (who has worked ninety (90) days) unable to work due to injury, disability or medical condition, including inability to work due to pregnancy related conditions and child birth, one leave of absence without pay for a maximum period of three (3) months per anniversary year. Whenever possible, the Employee shall request such leave in advance, preferably at least two (2) weeks in advance, and shall, whenever possible, inform the Employer of an anticipated date of return to work. The Employee shall keep the Employer informed of his/her progress toward recovery during the leave of absence at the end of every thirty (30) day period. The Employee shall provide the Employer with at least three (3) weeks advance notice of his/her ability and desire to return to work. If such notice is given, the Employer shall return the Employee to his/her regularly scheduled position upon certification by a physician of the Employee's ability to return to work.

One extension of not more than three (3) additional months may be granted if the Employee requests an extension, in writing, at least fifteen (15) calendar days in advance of the expiration of the original leave and the extension does not create undue hardship on the facility. The Employee shall periodically keep the Employer informed of his/her progress toward recovery during the extended leave of absence. The Employee shall provide the Employer with at least three (3) weeks advance notice of his/her ability and desire to return to work. If such notice is given, the Employer shall return the Employee to a position of comparable hours and duties, which may not include reinstatement to the same hours, shift or location, upon certification by a physician of the Employee's ability to return to work.

#### **2. Personal Leave of Absence**

In addition to any unpaid leaves of absence required by law, Employees may be granted an unpaid personal leave of absence for a period not to exceed (6) months at the discretion of the Employer. All requests for such leave shall be made in writing at least two (2) weeks in advance; exceptions to the two (2) week notice period may be granted by the Administrator of the Employer. Such requests shall be granted on a nondiscriminatory basis. Employees may not hold other employment while on a personal leave of absence, except employment held prior to the leave of absence; violation of this provision shall result in termination from employment with the



Employer.

For all personal leaves of less than two (2) months in length, when an Employee specifies a return date when the leave begins, the Employer shall return the Employee to his/her regularly scheduled position if the Employee provides the Employer with notice at least three (3) weeks in advance of the Employee's desire to return to work.

For all personal leaves of more than two (2) months in length or for leaves of less than two (2) months in length if an Employee did not specify a return date when the leave began, the Employer does not guarantee a position for such Employee, but the Employer shall try to return the Employee to a position of comparable hours and duties, which may not include reinstatement to the same hours, shift or location if the Employee provides the Employer with notice at least three (3) weeks in advance of his/her desire to return to work. If no position of comparable hours and duties is available, the Employee shall be placed on layoff status.

3. Relationship to Leaves of Absence Required by Law

The Employer shall grant leaves of absence as may be required by law. Any such leaves shall be included in calculating length of leave provisions under paragraphs 1 and 2 hereof. At the date of execution of this Agreement, such legally required leaves of absence include at least leaves for bone marrow donation, school conference and activities leave, sick child care leave, care of sick relative leave, and birth or adoption leave for those Employees meeting the requirements of law. Except to the extent specifically provided in this Agreement, the Employer shall not be required to provide more leaves of absence than are required by law.

4. Benefits While on Unpaid Leaves of Absence

Sick leave and vacation benefits do not accrue during any unpaid leave of absence. The Employee is responsible for all health, dental and life insurance premiums during any unpaid leave of absence, unless otherwise required by law. There shall be no break in seniority during the period of a leave of absence. An Employee on a leave of absence may work occasional hours or shifts if she or he is able to work but is unable to return to his or her former schedule or status.

5. 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 at any given time. 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.

## **12.2 JURY DUTY LEAVE**

When an Employee receives notice of jury duty, the Employee shall notify his or her supervisor at once. The Employee shall be given leave for such jury duty and shall be made whole for loss of pay during that period. The Employee shall report for work whenever jury duty does not conflict, however, the Employee shall not be required to work later than 7:00 p.m. on any day the Employee has been requested to report for jury duty. In making the Employee whole, wages shall be computed as if the Employee had worked a shift at straight-time and be paid in full therefore, minus the amount evidenced by the jury check. In no event shall jury duty allowance be made in any one year to an Employee for over two (2) weeks of such service. Whenever considered necessary by the Employer because of the needs of the business at a particular time or the difficulty of substitution for the particular Employee, said Employee shall cooperate with the Employer in requesting and obtaining a postponement of said jury duty.

## **12.3 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, and Employee's spouse's immediate family; parents-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 and/or following the funeral/memorial service unless different days are agreed upon between the Employee and the Employer. 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.

# **ARTICLE 13 – SENIORITY**

## **13.1 SENIORITY LISTS AT INTERVALS**

The Employer shall, within thirty (30) days of the execution of this Agreement, prepare a seniority list of all the Employees covered by this Agreement by compensated hours, specifying the seniority of each Employee by department. Such lists shall be placed upon and remain upon the designated bulletin board, and copies thereof shall be furnished to the Union.

Quarterly each year, or in the event of layoff or job bidding, such lists shall be revised and posted as required above.

### **13.2 TIMELY OBJECTIONS - LIMITATIONS**

Within fifteen (15) days of the posting of any seniority list, any Employee may file written objection of such list or lists with the Employer. Such list or lists shall become permanent twenty (20) days after posting, unless objection, in writing, is given to the Employer.

### **13.3 SENIORITY**

Seniority shall be determined by compensated hours of the Employee from the most recent date of hire in the following order:

1. Full-time and part-time Employees
2. On-call Employees

Employees shall have seniority within their respective departments for most purposes, except that seniority shall be measured from the date of hire for the purpose of calculating benefits.

### **13.4 TRANSFERS TO NEW DEPARTMENT OR CLASSIFICATION**

1. Voluntary Transfers

An Employee voluntarily transferring to a new department shall be placed at the bottom of the departmental seniority list and shall accrue departmental seniority based on compensated hours worked in the new department. The Employee shall retain his/her benefit seniority.

2. Involuntary Transfers

An Employee involuntarily transferring to a new department shall retain his/her benefit seniority and shall transfer seniority to the new department. Such Employee shall be entitled to the first vacancy for which she/he is qualified which becomes available in the department from which she/he transferred.

3. Trial Period and Unsatisfactory Performance

All transferring Employees shall have a trial period of sixty (60) days for full-time Employees and ninety (90) days for part-time Employees. During this period, either the Employee or the Employer may decide that the Employee shall return to his/her previous classification.

### **13.5 TEMPORARY EMPLOYEES WHO REPLACE "ON LEAVE" PERMANENT EMPLOYEES**

The Employer may hire a temporary Employee to replace a permanent Employee who is on leave of absence or vacation. The temporary Employee may be terminated with or without

cause upon return of the regular Employee from the leave of absence or vacation.

A temporary Employee accrues no seniority until such time as she/he becomes a permanent Employee and his/her seniority shall then revert to the date she/he was employed by the Employer. Temporary Employees shall be eligible to bid on all vacancies and promotions.

A permanent Employee who transfers to a temporary position in a different department shall accrue seniority and be returned to his/her former position at the time the Employee being replaced returns.

### **13.6 LAYOFFS – RETURN PROCEDURE**

In the event the work force is reduced because of lack of work or for other good cause, the Employer shall recognize seniority and lay off the Employees in reverse order of seniority within the department, and in rehiring Employees after such layoff, the Employer shall call back in order of seniority within the department. An Employee shall receive fourteen (14) days' notice or pay in lieu of in the event of being laid off; it is understood that such Employees shall continue to work as scheduled during such fourteen (14) day period. An Employee on layoff status shall retain seniority rights for a period of one (1) year following the date of layoff.

Employees who have their hours reduced by more than eight (8) hours per pay period or who are laid off shall be given the opportunity to work in a previous department held by such Employee on the basis of the seniority the Employee earned in the previous department. This paragraph shall apply to LPN's who may have previously held a position in the classification covered by this Agreement.

Employees who have had a significant reduction in hours and subsequently leave employment because of the reduction in hours shall reclaim previously accrued seniority if they return to work within six (6) months of their quit date.

### **13.7 VACANCIES – PROMOTIONS AND TRANSFERS – MANDATORY PROCEDURE**

All vacancies, whether in existing or proposed new classifications, shall be posted for at least four (4) days excluding weekends before being filled. A copy of the posted vacancies shall be signed by a Steward when available and sent to the Union at the time the vacancy is posted.

In the case where a job posting is for a full shift, an Employee who has less than a full shift may bid on the full shift and in turn, will vacate his/her shorter hour shift. The most senior Employee who bid on the position will be awarded the change in work day hours. The hours the Employee vacated will be posted.

All applicants to fill a vacancy must meet the minimum qualifications for the position. As between any Employee applicants, vacancies shall be filled according to qualifications and departmental, then facility-wide seniority. Where two applicants are equally qualified, seniority shall prevail. If the Employer fails to give such notice as herein required, the senior

Employee requesting such transfer or promotion shall be given the position. Temporary assignments may be made during the four (4) days notice period only.

### **13.8 QUIT - REHIRE**

In the event of a voluntary quit and subsequent rehire, seniority shall date from the date of most recent hire.

## **ARTICLE 14 – WAGES**

### **14.1 WAGE SCALE AND INCREMENTS**

The minimum wage scale and increments for the classifications of work covered by this agreement are set forth in Appendix A.

There will be a two percent (2%) increase to scales across the board on January 1, 2020.

Scales continue to move.

Nursing department (LPN, NAR, TMA) over 15 years get two per cent (2%) and fifty cents (\$.50) per hour added to base rate.

Cooks and dietary aides over 15 years get two percent (2%) and twenty-five cents (\$.25) per hour added to base rate

Laundry and Housekeeping over 15 years get two percent (2%) and twenty-five cents (\$.25)/per our added to base rate.

Employees will move through the wage and hiring scale on their anniversary dates each year.

Newly hired employees, with previous experience, will be placed on the Wage/Hiring Scale at one level below their years of experience. Newly hired employees shall not be hired above the 15 year rate on the Wage/Hiring Scale. “

Non-certified nursing assistants shall receive minimum wage under the Federal law during their training period, whether the training occurs in a classroom or at the nursing home under the direction of an instructor. Work performed on a scheduled shift basis at the facility by non-certified nursing assistants independent of an instructor shall be paid according to the scale in this Agreement.”

### **14.2 EVENING AND NIGHT EMPLOYEES – SHIFT DIFFERENTIAL**

All night Employees whose shifts begin at 10 p.m. or later shall receive one dollar (\$1.00) per hour in addition to the scheduled rates, ending at 6 a.m. If the majority of the shift of an evening Employee occurs after 2 p.m., such Employee shall receive one dollar (\$1.00) per hour in addition to the scheduled rates for all hours after 2 p.m. and ending at 10 p.m. There is no differential for day shift Employees whose shift begins before 6 a.m.

### **14.3 LEAD PAY**

If the Employer, in its sole discretion, defines certain functions as lead functions within a department and the Employer identifies an Employee or Employees responsible for performing those functions, an Employee performing those functions shall be paid lead pay of one dollar (\$1.00) per hour above the rate of pay for the Employee's classification while performing those functions.

#### **14.4 ADVANCE NOTICE – FOUR (4) HOUR GUARANTEE**

Employees reporting for work shall be guaranteed at least four (4) hours pay unless otherwise mutually agreed.

#### **14.5 PAY DAYS – EMPLOYER COMPUTATIONS**

Definite pay days shall be established on a regular semi-monthly 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/her total take-home pay, if requested. Seven (7) working days shall be allowed the Employer to make up and distribute the payroll.

#### **14.6 IN-SERVICE MEETINGS**

Employees required to attend in-service meetings shall be paid at their regular rate of pay for time spent in the in-service, or as otherwise required by law. Employees required to attend out of town in-service meetings shall be paid mileage if the Employer does not provide transportation.

#### **14.7 WEATHER EMERGENCIES**

Weather emergencies shall be declared based on travel advisories for Rice County and local Faribault radio stations, Power 96 FM and KDHL AM. Employees who report to work on time, and who work an entire scheduled shift during such period of emergency, shall receive an additional 25.00. An Employee who reports to work late and who works through the remainder of his/or her shift, shall be paid for the entire scheduled shift if the Employer determines that the Employee made all reasonable efforts to arrive at work on time but was tardy due to the distance and difficulty involved with the Employee's travel to the facility. Employees who do not report to work shall receive no pay.

Employees experiencing difficulty in traveling to work due to weather conditions shall call the Employer periodically to report their status and expected arrival time. Employees who have not been able to report for work four (4) hours into their shift shall call the Employer to determine if they have been replaced before attempting to report to work.

In weather emergencies, the Employer shall ask for volunteers to work, if needed. If there are not sufficient volunteers, the Employer shall require Employees to work in inverse order of seniority.

#### **14.8 SHIFT DIFFERENTIALS AND OTHER EMPLOYMENT INCENTIVES**

The Employer shall negotiate with the Union before establishing shift differentials, work day differentials, and/or other incentives to encourage both new and existing Employees to work shifts and work days otherwise difficult to staff. All such incentives shall be directly related to staffing challenges clearly described by the Employer and administered in a non-discriminatory manner.

#### **14.9 LONGEVITY PAY**

The Employer shall pay to Employees who have completed forty-one thousand six hundred (41,600) hours, a lump sum longevity payment. Employees must have worked five hundred twenty (520) hours in the previous year to be eligible for this longevity payment.

The amount of the longevity payment shall be three hundred dollars (\$300.00) for full-time Employees. The amount paid to Employees working less than full-time shall be pro-rated, based on the actual hours worked by such Employee in the previous year.

#### **14.10 EXPERIENCE CREDIT**

New hires can be hired with up to one year below their experience on the hiring scale. No newly hired employee shall be placed on the wage scale higher than the 15 year wage step.

#### **14.11 TRAINED MEDICAL ASSISTANT (TMA)**

Employees in the classification of TMA will be paid a two dollar (\$2.00) differential for all hours worked.

#### **14.12 Non-Active Classifications**

The Employer agrees that, should the following non-active positions be utilized in the future, all wages in relation to these positions will be negotiated and agreed upon prior to implementation: Restorative Aide, Medical Records Secretary, Dining Room Assistant, Dietary Aide, Assistant Food Service Director, Maintenance, 1<sup>st</sup> Class Engineer –C, and Custodian.

### **ARTICLE 15 – INSURANCE AND OTHER BENEFIT PROGRAMS**

#### **15.1 HEALTH INSURANCE**

The Employer shall maintain a health insurance plan for all Employees at least comparable to the Plan currently in effect for Employees of the Employer.

Employees will be eligible for health insurance if they average sixty (60) hours per pay period. Eligible employees may, at their option, purchase dependent coverage at the group rate.

Employees shall contribute no more than twenty percent (20%) of the cost of single health insurance. Employees who elect to have dependent or other coverage may apply the amount of the Employer's Employee-only coverage contribution toward the cost of dependent or other Employer sponsored health insurance. The cost of the Employee contribution will remain the same during the term of this agreement. The Employer shall notify the Union of any denial of a claim for benefits and the reasons therefore only if the Employee authorizes the Employer to give such notification.

The Employer shall notify the Union of any denial of a claim for benefits and the reasons therefore only if the Employee authorizes the Employer to give such notification.

### **15.2 DENTAL INSURANCE**

The Employer shall pay single coverage for Employees hired prior to January 1, 2006. Employees hired after January 1, 2006 shall contribute thirty percent (30%) of the cost of the Employee-only dental insurance. Employees regularly scheduled for eight (8) hour shifts will be eligible for dental insurance at sixty-four (64) hours per pay period. Employees regularly scheduled for seven and one-half (7.5) hour shifts will be eligible for dental insurance at sixty (60) hours per pay period. Eligible Employees may, at their option, purchase dependent coverage at the group rate.

### **15.3 PRE-TAX DOLLARS**

The Employer shall provide a voluntary Flex-Pre-Tax dollar program to Employees.

### **15.4 401 K**

The Employer will offer a 401 (k) 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.

## **ARTICLE 16 – 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 strike, slowdowns, lockouts or work stoppages during the term 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 the Agreement.

#### **ARTICLE 17 – 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 the work force;
4. Direct and schedule the work force;
5. Determine the location and type of operation;
6. Install and 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, in accordance with this Agreement;
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 classification, 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 18 – RULE 50**

The wage and fringe benefit provisions of this Agreement shall be and remain effective only if the Minnesota Department of Human Services approves such wages and fringe benefits in full as an allowable cost under Rule 50, and only if and as the Employer is paid the full amounts of such wages and fringe benefits by the Minnesota Department of Human Services. The Employer shall proceed on a timely basis to obtain the necessary approvals from the Minnesota Department of Human Services. In the event the Minnesota Department of Human Services refuses to approve or pay such wages or fringe benefits, the wage and fringe benefit provisions of this Agreement shall be void upon the giving of ten (10) days written notice from

either party to the other, and the parties agree to enter into negotiations to establish a new Agreement. It is the specific understanding of the parties that, in the event the wages and fringe benefit provisions of this Agreement shall become void as above stated, the wages and fringe benefits previously received by the Employees immediately prior to such disapproval by the Minnesota Department of Human Services shall be reinstated by the Employer.

#### **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 arbitration proceedings in this Agreement, as grievances shall not be considered proper subjects at such meetings.

#### **ARTICLE 20 – NO SUB CONTRACTING**

There shall be no sub-contracting of bargaining unit work unless mutually agreed upon. Sub-contracting 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 – NO DISCRIMINATION**

The Employer agrees that it will not discriminate against an employee or applicant for employment for or on account of his/her affiliation or activities with any Union. The employer agrees that it will not discriminate against any applicant or employees with respect to his/her hiring tenure, upgrading conditions, facilities privileges, compensation, terms 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, or childbirth, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local commission, or any other characteristic protected under any other federal, state or local statute, administrative regulation, or ordinance.

#### **ARTICLE 22 – COPE DEDUCTIONS**

The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota COPE contributions on a per pay period basis from the wages of those Employees who voluntarily authorize such contributions on the forms provided for that purpose by SEIU Healthcare Minnesota. These transmittals shall occur monthly and shall be accompanied by a list of the

names of those Employees for whom such deductions have been made and the amount deducted for each Employee.

**ARTICLE 23 – LOBBY DAY**

The Employer will allow paid time off for a regularly scheduled shift for two (2) SEIU Healthcare Minnesota bargaining unit members to participate in a SEIU Healthcare Minnesota sponsored Lobby Day to promote funding for nursing homes. The participating members will be selected by the Union.

**ARTICLE 24 – 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 25 – CONTRACT DURATION**


This Agreement shall become effective on January 1, 2020 and shall remain in full force and effect through December 31, 2021. It shall automatically be renewed from year to year unless either party gives written notice of a desire to modify, amend or terminate it at least ninety (90) days, but not more than one hundred twenty (120) days prior to the anniversary date of any year thereafter if it is automatically renewed.

This Contract shall be reopened as of December 31, 2020 for the purpose of negotiating wages. The No-Strike, No Lock-out provision of this Agreement shall be waived at this time.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed the day and year first above written.

**EMERALDS AT FARIBAULT**

**MINNESOTA’S HEALTH CARE UNION  
SEIU HEALTHCARE MINNESOTA**

By 

By 

Date 4/13/2020

Date 4/1/20

**APPENDIX A**  
Wage and Hiring scale Effective January 1, 2020

|                  | <b>Start</b> | <b>1 year</b> | <b>2 year</b> | <b>3 year</b> | <b>4 year</b> | <b>5 year</b> | <b>6 year</b> | <b>7 year</b> | <b>8 year</b> | <b>9 year</b> | <b>10 year</b> | <b>11 year</b> | <b>12 year</b> | <b>13 year</b> | <b>14 year</b> | <b>15 year</b> |
|------------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>LPN</b>       | \$21.85      | \$22.22       | \$22.55       | \$22.87       | \$23.19       | \$23.41       | \$23.62       | \$23.84       | \$23.99       | \$24.16       | \$24.31        | \$24.48        | \$24.58        | \$24.67        | \$24.80        | \$24.91        |
| <b>NAR</b>       | \$14.47      | \$14.78       | \$15.00       | \$15.21       | \$15.44       | \$15.66       | \$15.87       | \$16.03       | \$16.19       | \$16.36       | \$16.47        | \$16.57        | \$16.68        | \$16.79        | \$16.90        | \$17.16        |
| <b>Care Asst</b> | \$12.60      | \$12.81       | \$13.02       | \$13.23       | \$13.44       | \$13.65       | \$13.81       | \$13.96       | \$14.12       | \$14.28       | \$14.39        | \$14.49        | \$14.60        | \$14.70        | \$14.80        | \$15.04        |
| <b>Cook Asst</b> | \$12.25      | \$12.45       | \$12.66       | \$12.88       | \$13.09       | \$13.31       | \$13.46       | \$13.63       | \$13.79       | \$13.89       | \$13.99        | \$14.10        | \$14.22        | \$14.33        | \$14.67        | \$14.67        |
| <b>Cook</b>      | \$13.31      | \$13.53       | \$13.73       | \$13.94       | \$14.15       | \$14.38       | \$14.53       | \$14.69       | \$14.86       | \$14.96       | \$15.06        | \$15.17        | \$15.28        | \$15.39        | \$15.49        | \$15.74        |
| <b>H/L/AA</b>    | \$12.25      | \$12.45       | \$12.66       | \$12.88       | \$13.09       | \$13.31       | \$13.46       | \$13.63       | \$13.79       | \$13.89       | \$13.99        | \$14.10        | \$14.22        | \$14.33        | \$14.43        | \$14.67        |
| <b>Asst AA</b>   | \$12.78      | \$12.98       | \$13.19       | \$13.41       | \$13.63       | \$13.84       | \$13.99       | \$14.15       | \$14.33       | \$14.48       | \$14.59        | \$14.69        | \$14.79        | \$14.91        | \$15.01        | \$15.26        |

