Collective Bargaining Agreement

Between

North Shore Rochester East

And

SEIU Healthcare Minnesota

Effective
January 1, 2020
Through
December 31, 2021
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ARTICLE 1 - PREAMBLE

This Agreement is made and entered by and between North Shore Healthcare, doing business as Rochester East Health Services, 501 8th Avenue SE, Rochester, MN 55904 (hereinafter referred to as the "Employer") and its successors and Minnesota’s Healthcare Union, SEIU Healthcare, (hereinafter referred to as the "Union").

ARTICLE 2 - SUCCESSORSHIP

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

ARTICLE 3 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours of work and other terms and conditions of employment for all full-time, part-time, casual employees, care specialists, (CNA), activity assistants, and maintenance employees employed by the Employer at 501 8th Avenue SE, Rochester, MN 55904: excluding all office clerical employees, registered nurses, professional employees, department heads, guards and supervisors as defined in the National Labor Relations Act, as certified in NLRB Case Number 18-RC-17111.

3.1 No Change to Defeat Agreement

No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No Bargaining Unit classification or title shall be changed or created, except upon at least ten (10) days written notice, or as soon thereafter as possible in cases of emergency, to the Union prior to the effective date of the same, which notice shall specify in detail the proposed change, establishment, or transfer.

3.2 No Contradictory Rule

The Employer agrees not to enter into any agreement or contract with its employees (who are in the classifications herein noted), either individually or collectively, which conflicts with any of the provisions of this contract. No statement or rule shall be made or established by the Employer or the Union which conflicts with the provisions of this Agreement. The Employer shall have the right to make and enforce reasonable rules in accordance with Article-7.

3.3 NON-DISCRIMINATION

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

**ARTICLE 4 - UNION SECURITY**

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

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

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

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

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

4.2 All Employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life of this Agreement, remain members of the Union in good standing as a condition of employment. “In good standing,” for the purpose of this Agreement, is defined to mean the payment of a 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 (1st) day of the month following the completion of sixty (60) days of employment and shall be paid by the tenth (10th) day of each month.
Any employee who is delinquent in making payments of the Collective Bargaining Fee, required herein, for more than thirty (30) days shall be subject to termination by the Employer. The Union shall provide written notice to such employee of the delinquency and provide the employee with sufficient opportunity to correct the delinquency. The Union shall provide copies to the Employer of any warning notice sent to such employee; a reasonable time prior to any demand for discharge for non-payment and the Employer shall terminate the employee within three (3) business days after receipt of written notice from the Union to the Employer of such delinquency. The Union shall save the Employer harmless from any claims of an Employee so terminated.

4.3 Dues Deductions

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

The Union agrees to promptly refund 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.

4.4 Employee Lists

Each pay period, the Employer will send to the Union, in a sortable electronic format (e.g. Xcel), a list with the following information: for bargaining unit employees and positions:
❖ **New Hires**: name, hire date, address, phone number, personal and work emails, classification, rate of pay, social security number, and number of hours worked per pay period.

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

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

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

❖ **Changes**: name changes, address changes, phone number changes, personal and work email changes, changes in hours per pay period, change in classification, any other changes affecting union membership or dues, and social security number

❖ **Hourly Reports**: monthly lists of all employees in the bargaining unit with actual hours worked by pay period/month, along with name, social security number, and period the hours cover.

❖ **Seniority List**: one list of all employees in the bargaining unit by seniority with compensated hours and one list alphabetically to be sent two times per year – January and July.

4.5 SEIU Healthcare Minnesota has moved to a percentage dues system which is based on each members gross pay per pay period under the Collective Bargaining Agreement. 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.

4.6 The Employer agrees to provide the Union copies of job descriptions for all classifications covered under the Collective Bargaining Agreement when substantial changes occur.
ARTICLE 5 - UNION REPRESENTATION

5.1 Union Representative Access

An official representative of the Union will be permitted to visit the Nursing Home to ascertain that the provisions of this Agreement are being observed, and to confer with employees covered by this Agreement during their non-work time and in non-work areas. Such visits will not interfere with the Employer’s operation of the Nursing Home or the performance of employees’ duties and the Union representative shall inform the Administrator or Director of Nursing Services of the visit at least twenty four (24) hours in advance, whenever possible.

5.2 Bulletin Boards

The Employer will furnish a bulletin board for the use of the Union in communicating with employees. Official Union notices containing no inflammatory comment may be posted as soon as the Union representative has notified the facility Administrator of intent to post such notice. Notices or literature other than that for the normal conduct of the Union’s business must first have the Employer’s approval.

Union on sites and meeting notices may also be placed by the timeclock one week prior to the scheduled meeting and may be removed as soon as the scheduled meeting is over.

5.3 Stewards/Leaders

The Union shall have the right to elect or select from employees who are members of the Union, Union Stewards/Leaders to handle some Union business, as may from time to time be delegated to them by the Union. The Union shall provide the names of the Union Stewards/Leaders in writing to the Employer within two (2) weeks of the employees being elected or selected as a steward/leader or removed as one. In no instance shall the Stewards/Leaders be discriminated against for discharging such duties, provided such duties do not unreasonably interfere with the regular performance of their work for the Employer.

The Steward/Leaders will be released from their regular duties to investigate grievances, attend Joint Labor Management or grievance meetings on Employers time. The Steward/Leader shall contact his/her direct supervisor in advance to determine a time when such investigation will not interfere with the steward’s/leader’s work and the work of the person with whom the steward/leader wants to meet. The Employer will not unreasonably withhold permission.

Steward/Leader Training and Education

Stewards/Leaders shall be entitled to a leave of four (4) days each calendar year for Steward/Leader training and education. The Union must notify the Employer at least two (2) weeks in advance thereof.
**Union Orientation:** An integral part of each employee’s tenure with the Employer is an understanding of the CBA and the role of the Union in the employment setting. As such, each new employee, as part of his/her orientation, shall be required to attend a mandatory one (1) hour session during his/her work shift where they will receive an overview of the Union and its programs. The session will be conducted by the Union Representatives designated by the Union. The employer shall provide to the Union a list of all employees attending the orientation as many days as possible prior to such orientation. The Employer and the Union agree that for the life of this Agreement, the orientation sessions will be held during the works shifts of both the new employee(s) and the Union Steward/Representative and the Employer will be absent from the room during the New Member Orientation. The Union agrees to give to the Employer copies of the materials to be used in such a session, which shall include, but not limited to, a copy of the provisions of the Agreement, a Union membership card, a list of Shop Stewards prepared by the Union showing their departments and/or work areas and telephone numbers. The Union agrees to not disparage the Employer during this session.

**Union Negotiating Committee:** All employees shall continue to accrue benefits while serving as a member of the Union negotiating committee, including PTO time, insurance benefits, seniority, pension credits, etc.

**5.4 Internal Organizers**

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

**ARTICLE 6 - LABOR MANAGEMENT MEETINGS**

The Company and the Union, as evidence of attitude and intent, agree that during the life of this Agreement individuals from both parties (not to exceed three (3) from each) be designated, in writing, by each party to the other for the purpose of meeting at the call of either party at mutually agreeable times and places so as to appraise the other of problems, concerns, suggestions, ideas, etc., related to the facility; the work force and resident services; all to promote better understanding with the other. For employees scheduled to work at the time of the meetings the employees shall be on work time. Such meetings shall not be for the purpose of initiating or continuing collective
bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement and such meetings shall be exclusive of the grievances and arbitration proceedings in this Agreement as grievances shall not be considered proper subjects at such meetings. Meetings may be established with the assistance of FMCS.

The Labor Management Committee shall review any new policies or changes prior to posting.

Staffing levels, facility and unit/floor needs and policies may be topics for discussion and review with recommendations during Labor Management Committee meetings. Such discussions will not be construed to restrict management rights.

The Labor Management Committee may address concerns forwarded during negotiations regarding a designated room or appropriate storage area on each floor/unit for employee use for coats, purses, backpacks, etc. during their working hours.

ARTICLE 7- MANAGEMENT RIGHTS

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

Hire, promote, demote, layoff, assign, transfer, suspend, discharge or discipline employees for just cause. Select and determine the number of its employees, including the number assigned to any particular work; to increase or decrease that number. Direct and schedule the work force; determine the location and type of operation; determine and schedule when overtime shall be worked. Install or remove equipment. Determine the methods, procedures, materials, and operations to be utilized. Establish, increase, or decrease the number of work shifts and their starting and/or ending times except as specified within the Agreement. Transfer or relocate any or all of the operations of the business to any location or to discontinue such operations. Determine the work classification of employees. Promulgate, post, and enforce reasonable rules and regulations governing the conduct and acts of employees during work hours. Select supervisory employees. Train employees. Discontinue any department or branch. Introduce new and improved methods of operations. Establish, change, combine or abolish job classifications, determine job content and qualifications, and set quality of performance of the employees.

And, in all respects, carry out in addition, the ordinary and customary functions of management, except as specifically altered or modified by the terms of this Agreement.
ARTICLE 8 - GRIEVANCE AND ARBITRATION

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

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

Any grievance based upon the suspension or discharge of an employee shall be referred directly to Step 2 of this procedure within five (5) days following the suspension or discharge.

The Employer and the Union recognize the best resolutions are handled quickly and directly with an employee’s immediate supervisor. We encourage employees to orally discuss any issue with their immediate supervisor or management to resolve it first. Orally attempting to resolve an issue does not preclude an employee from formally filing a grievance.

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

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

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

Step 3: If the grievance is not settled at Step 2, it may be submitted to the Employment/Labor Relations Manager or his/her designee within ten (10) days after receipt of the answer in Step 2. The Employment/Labor Relations Manager or his/her designee shall answer in writing to the employee and the Union Representative within ten (10) days after receiving such grievance.
Step 4: If the Employment/Labor Relations Manager, or designee’s (written) answer to the grievance does not result in a satisfactory resolution of the grievance, it may be submitted to arbitration ten (10) days.

1. Should the Employer and the Union fail to agree on an arbitrator, the party requesting the arbitrator shall request a panel from Federal Mediation and Conciliation Service from which an arbitrator shall be selected by the parties.

2. The Service shall nominate a list of five (5) impartial arbitrators and furnish copies of such list to both parties.

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

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

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

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

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

8. All notices required herein shall be in writing.

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

Employer Grievances

Where and as the Employer believes that the Union through its agents, Representatives or members is (are) not in compliance to the provisions of this Agreement, the Employer shall
have standing to raise such determination as a Grievance before duly authorized representatives of the Union. Such grievances shall be set forth in writing and served on the Union’s local business office. The Union agrees, on the receipt of the Employer grievances, to hold a meeting within five (5) days in an effort to amicably settle the dispute. In the event the matter is not settled at the local level the Employer may take the matter to a mutually agreed upon higher level for consideration.

**ARTICLE 9 – MISCELLANEOUS**

**9.1 Uniforms**

The Employer will provide uniforms without cost to the employee. Full-time employees shall receive four (4) pieces (two uniforms) and part-time employees shall receive two (2) pieces (one uniform) per calendar year.

Uniforms will be replaced free of charge by the Employer, as needed, due to normal wear and tear or significant damage. Employees are responsible for replacement costs of uniforms damaged by actions outside of normal wear and tear in the course of employment with the Employer. Employees may purchase additional uniforms at the price established for employees by the Employer.

A transfer belt is part of the uniform and shall be provided by the Employer upon hire. Any replacement of transfer belts is paid for by the employee.

Sweaters may be worn, following the dress code (no logos, no hoodies, in good repair, etc.

**9.2 Break Rooms**

A break room shall be available for employees’ use. The Employer will provide a phone in the employees’ break room, for local calls only.

**9.3 Suffer No Higher Benefit Losses**

Where wages, hours and other conditions specifically provided 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. (It is understood that this article is only applicable to the initial implementation of the collective bargaining agreement and will relate only to items not specifically addressed or bargained where benefits may be affected. It will subsequently be removed from the CBA that follows the first contract.)
ARTICLE 10 - CLASSIFICATION OF EMPLOYEES

10.1 Definitions

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

Full-Time Employee: Full-time employees are regularly scheduled to work sixty (60) or more hours per pay period.

Part-Time Employee: Part-time employees are regularly scheduled to work less than sixty (60) hours per pay period.

Casual Employee: Casual staff are not regularly scheduled and shall work a minimum of twenty-four (24) hours per month but no more than eighty (80) hours per month, unless there are extenuating circumstances. Casual staff will be required to work at least one (1) weekend shift per month (this will be managed by the building). Casuals staff shall also be required to work one (1) holiday per year. Any staff not meeting the minimum requirements in a given month will be sent a notice via certified mail. If they fail to meet the minimum requirements in the following month, they will be considered to voluntarily terminate their employment.

Temporary Employee: A temporary employee is one who works as a replacement for a pre-determined period of time not to exceed ninety (90) days. Temporary employees are not covered by the terms of this agreement.

Changing Classification Status:
A requested change in classification status must be made in writing to employee’s supervisor with a (2) two week notice of the request. Nurses or other licensed employees must provide thirty (30) days advance notice of a request to change status. Employees who change status will be notified of benefits eligibility changes.

ARTICLE 11 - INTRODUCTORY PERIOD

11.1 The first sixty (60) days of employment starting with the first day worked in the department, of any new employee covered by this Agreement shall be an introductory period during which time the employment of such employee can be terminated with or without cause.

The first sixty (60) days of employment of any newly hired Nursing Assistant covered by this Agreement who is not yet certified and must enter and successfully complete Nursing Assistant Certification training, shall be the introductory period as described in this Article.
In special cases, the Internal Organizer or his/her designated representative may approve an extended introductory period not to exceed an additional thirty (30) days, which shall not be unreasonably denied.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.1 Scheduling

The normal workday shall consist of eight (8) hours which includes a one-half (½) hour unpaid meal period. The Employer will normally schedule employees to work no more than six (6) consecutive days. If an employee works more than six (6) consecutive days, he/she will be compensated at time and one-half (1½) for all hours worked on such consecutive day and all consecutive days thereafter. Employees shall be scheduled to work every other Saturday and Sunday only, except upon mutual agreement between the Employer and employee. Where agreed upon between the Employer and the Employee, the weekend for overnight shift employees may consist of Friday and Saturday or Saturday and Sunday.

ADDITIONAL HOURS: All extra hours posted due to vacancies, LOA’s, and vacations which may become available on a temporary or unexpected basis shall be offered to bargaining unit employees who have signed up with their supervisor, in the fashion established for their department. When such hours become available in a classification, the Employer shall call said employees on a seniority basis to offer such hours, provided that this does not put an employee into an overtime status. If an employee cannot be reached after a good faith attempt, the Employer may continue to call other employees based on seniority. If no such employee agrees to take the hours, the Employer may require employees in that classification to take the assignment. In doing so, the Employer will endeavor to use reverse seniority. Advance notice of twenty four (24) hours shall be given when practical to do so.

1. All open hours (minimum of 4 hours/shifts) will be offered by seniority, first to those employees who would be additional hours and then to those who would be overtime.
2. Employees who voluntarily pick up hours (minimum of 4 hours) will go to the top of the list and will be exempt from the first round of mandating.
3. If the coverage is still needed after offering hours, mandating will occur using reverse seniority.
4. Once an employee is mandated, they will go to the top of the list and not be mandated again until the list is exhausted.
5. If an employee is mandated and cannot/does not work the mandated shift, it will count as an occurrence per the Attendance Policy.

The use of “pool” or “agency” hours may be permitted only after the “Additional Hours” provisions have been exhausted.
12.2 Overtime

Overtime, at the rate of time and one-half (1½) the employee’s regular rate of pay shall be paid for all time worked in excess of forty (40) hours of work in a week. Employees who are asked by the Employer to leave work early, or not to report to work due to low census, overstaffing, etc., shall have those unpaid hours counted toward the calculation of overtime.

Overtime will be offered as follows:

1. The overtime will first be offered to the classification employees working the preceding shift, on a seniority basis if the work is for less than four (4) hours. If these employees do not accept such hours, the hours may be offered to the supervisor working the preceding shift.

2. The overtime, if not taken, will be offered pursuant to the additional hour’s provision of this Agreement.

3. If the overtime is still available after the above, it may be assigned on the basis of reverse seniority, or given to non-bargaining unit employees. Advance notice of twenty four (24) hours shall be given when practical to do so.

12.3 Relief Periods

All employees shall be allowed, without a reduction in pay, one (1) fifteen (15) minute rest period for each three and three-quarters (3¾) hours worked. Such time shall be included in the regular workday. Additionally, each employee shall be entitled to one unpaid 30 minute meal period for every five (5) hour shift. Meal periods shall be scheduled as close as possible to the middle of the employee’s shift. Relief and meal periods shall may not be combined with one another or taken at the beginning or end of a shift unless approved by management.

Attestation of Lunch Breaks. The time clock automatically deducts thirty (30) minutes for a lunch break. All employees will be required to attest that they took their lunch break. If they respond YES, the system will deduct thirty (30) minutes for lunch. If they respond NO, the system will not deduct the thirty (30) minute lunch break.

12.4 No Split Shifts

No employee shall be required to work split shifts, unless both the employee and the Employer agree to such.

12.5 Hours between shifts

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

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

Workweek schedules shall be furnished to the Union as often as quarterly, upon request. Any proposed workweek schedules shall be in conformity with this Agreement and shall be furnished quarterly to the Union upon their request.

12.7 No Time Off in Lieu of Overtime

Employees shall not be required to take time off in lieu of overtime pay. Overtime work shall be spread as equally as practical among employees doing the same kind of work.

12.8 Seniority Preference

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

12.9 Unscheduled Shifts

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

12.10 Weather Emergency Days

Employees reporting within a reasonable length of time, not to exceed two (2) hours from the beginning of the employee’s shift on a weather emergency day, shall not have the tardy counted against them. Weather Emergency Days shall be determined by the Employer based on school closings, travel advisories, impassable roads, and other conditions determined by the Employer, etc.

12.11 Four Hour Guarantee

Employees required to report for work on a scheduled shift will be guaranteed at least four (4) hours work or four (4) hours pay. An employee who picks up an additional shift and is cancelled and the Employer has given a good faith effort to reach the employee, shall not be eligible to receive the four (4) hours pay or work. If the Employer cannot prove good faith, the employee shall receive four (4) hours pay or work.
ARTICLE 13 – HOLIDAYS

13.1 Recognized Holidays

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

All holidays shall commence with the third/night shift and end at the end of the second/pm shift on the holiday. The Employer will endeavor that no evening shift employee be required to work both Christmas Eve (12/24) and Christmas Day Eve (12/25).

Employees shall be scheduled to work every other Holiday. Employees may give away or trade holiday shifts with notice to the Employer.

13.2 Personal Holiday

Full-time employees shall receive one (1) personal day on their first (1st) year anniversary and employees shall receive two (2) personal days on their fifth (5th) anniversary and every anniversary thereafter. Part-time employees shall receive one (1) personal day starting on their first (1st) year anniversary and every year thereafter. The personal holidays are to be taken during the calendar year on a day to be mutually agreed upon in advance between the individual employee and the Employer.

New employees shall be provided with their first personal holiday after their first anniversary date to be taken by the end of the calendar year in which they earn the first personal holiday. They will then earn another personal holiday at the beginning of the next calendar year consistent with the paragraph above.

13.3 Rate of Pay

Full-time employees who do not work on the designated holidays shall receive their normal scheduled shift at the regular straight-time rate of pay as holiday pay.

13.4 Absence

Employees who are absent on the regularly scheduled work day prior to, after and including the holiday, if scheduled, shall not be eligible for holiday pay unless such employee works on the holiday, if excused by his/her Supervisor, or is absent for reasons of illness with a physician certification, or are FMLA related illnesses or funeral leave.
13.5 **Seniority Preference**

Employees shall rotate every other Holiday.

13.6 **Part-Time/Casual/Probationary Employees**

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

**ARTICLE 14 - SICK LEAVE**

14.1 **Sick Time**

Full-time employees shall be provided, at no cost to the employees, a sick bank of forty (40) hours annually. Employees are eligible for sick pay on the first day missed due to illness and for partial day absences, including scheduled doctor or dentist appointments. Sick pay shall be paid only on the days missed due to the employee’s own illness, injury, or appointment unless otherwise required by state law.

14.2 **Patterns of Abuse**

The Employer may require evidence of illness or injury from a Physician or Health Care Provider prior to paying any sick leave benefits for employees who have established a pattern of abuse of sick leave, as determined by the Employer. The Employer shall notify the employee when there has been a finding for a pattern of abuse and this section shall apply for ninety (90) calendar days. The Employer’s finding of patterns of abuse must be reasonable and such reasonableness is subject to the grievance and arbitration article of this Agreement. Examples of such abuse may include but are not limited to, excessive use of sick leave, use of sick leave other than for illness or injury, and sick leave used in conjunction with or on weekends, holidays, etc.

In the event of a non-paid waiting period imposed by state regulations, employees with work related injuries resulting in lost time may request to use any available sick pay accrued. Pay will be only for schedules days missed.

Employees shall be allowed, but not required, to use all available sick pay and/or vacation pay during a Family Medical Leave or a company non-FMLA medical leave.

Employees shall be cashed out their sick balances upon termination.

Employees shall be allowed, but not required, to use all available sick pay and/or vacation pay during a Family Medical Leave or a company non-FMLA medical leave.

Employees shall be cashed out their sick balances upon termination.
ARTICLE 15 - LEAVES OF ABSENCE

15.1 Eligibility and Requests for LOA’s

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

15.2 Types of Leave and Length of Leave

a. Requests for a Personal Leave of Absence must be in writing and must include a brief explanation of the need for the leave. The employee should request the leave at least thirty (30) days in advance if the leave is foreseeable. If the leave is not foreseeable, the employee must contact his/her supervisor or Administrator within one (1) business day of the knowledge of the need. Each request for a leave of absence will be decided upon its own merits and shall not be unreasonably denied. Personal leaves will begin when an employee’s vacation balance has been exhausted and shall not exceed thirty (30) days.

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

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

c. Military Leave. Employees shall be granted military leave in accordance with applicable laws.
d. **Union Leave.** Eligible employees may request a Union Leave for employment with the Union, for a period not to exceed thirty (30) days.

15.3 **Compensation During Leave**

Employees must use all available vacation prior to the start of a Personal Leave. Medical Leaves, including leaves under the FMLA, are unpaid leaves of absence, unless an employee chooses to use sick time and/or vacation.

15.4 **Failure to Return to Work**

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

15.5 **Returning Employees**

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

15.6 **Accepting Employment Elsewhere While on Leave**

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

15.7 **Jury Duty Leave**

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

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

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

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

15.8 Bereavement Leave

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

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

An employee’s immediate supervisor must be notified of the need for bereavement leave/pay.

Eligible employees may take scheduled workdays with pay to attend to matters relating to the death of their immediate family member per the schedule below:

- Five (5) consecutive calendar days shall be provided for leave and the employee will compensated their regularly hourly rate of pay for three (3) scheduled workdays that fall within the five (5) day period for the following family members: spouse or significant other, parents (including step-parents), children (including step-children), siblings (including step-siblings), mother-in-law, father-in-law, grandparents (including in-law & step), and grandchildren (including step). Bereavement pay is a maximum of eight (8) hours per day paid at the employee’s regular hourly rate.

- Three (3) consecutive calendar days shall be provided for leave and the employee will compensated their regularly hourly rate of pay for one (1) scheduled workday that falls within the three (3) day period for the following family members: daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt and uncle. Bereavement pay is a maximum of eight (8) hours per day paid at the employee’s regular hourly rate.

Employees shall choose their days for bereavement leave, however, the leave days must be used within thirty (30) days of the death of a family member, unless authorized by the facility Administrator.

Employees may take one (1) unpaid day to attend the funeral of relatives of the non-immediate family.
Additional time off without pay may be granted with supervisory approval.

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

**ARTICLE 16 – Paid Time Off (PTO)**

16.1 Coverage and Use

All full-time and part-time employees are eligible for PTO. PTO is to be used for vacation pay and sick pay. Employees will be eligible to use their PTO as they accrue it.

16.2 Amount of PTO

- 0 – 2 Years - .0385 per hour worked
- 2 – 5 Years - .0577 per hour worked
- 5 – 10 Years - .0769 per hour worked
- 10 + Years - .0962 per hour worked

16.3 PTO Carryover and Cash Out

Employees shall be entitled to cash out up to two (2) weeks of their accrued PTO annually. Requests to cash out PTO must be submitted in April of each year and, at the employee’s preference, the cash out will be paid in either July and/or December of each year.

Employees shall be allowed to carryover up to two (2) weeks of PTO from one calendar year to another.

16.6 Holidays

In the event of a holiday, as specified in this Agreement, falls within a vacation period for a full-time employee, the employee shall be paid holiday pay instead of vacation time. Employees should not ask for vacation on a Holiday they are scheduled work, unless a trade with another employee has been arranged and with approval of a supervisor.

16.7 Layoff

Employees will be cashed out at 100% of their accrued PTO upon being laid off. Employees will have the choice of a one-time lump sum cash out payment or regularly scheduled payments until such vacation accrual is exhausted.
16.8 Termination of Employment

Employees who resign or go to casual status with a two (2) week written notice shall receive pay for their unused PTO. Employees shall work their scheduled hours during the two (2) weeks; if there should be an absence the employee shall lose all their unused vacation, unless the absence is due to unavoidable reasons, with proof. Such two (2) week notice may not include previously approved PTO time.

16.9 Arrangements for Vacation

Arrangements for vacations must be made in a timely fashion and well in advance, with the approval of the Employer. Every effort will be made to grant vacations at the time requested provided, however, it does not affect the operation of the facility in a detrimental manner.

Vacations may be taken at any time during the calendar year. Employees shall submit vacation requests between March 1st and March 15th of each year, for the calendar months subsequent to March. Such requests shall be considered as a group and granted on a seniority basis and posted by April 1st of each year. All other requests shall be granted on a “first come, first serve” basis. In the event that a request for a vacation is made simultaneously, by more than one (1) employee with the most seniority will be given preference as to vacation choice. Supervisors shall respond to vacation requests within no more than fourteen (14) days. Employees may exchange scheduled vacation time with other employees with the approval of the supervisor.

Employees shall give at least thirty (30) days notice prior to taking vacation except in case of emergencies or where needed to supplement leaves of absence in which case the employee shall give timely notice. The thirty (30) days would not apply where the employee finds a replacement that does not involve overtime.

ARTICLE 17 - SENIORITY

17.1 Bargaining Unit Seniority

Seniority for all purposes shall be based on date of hire from the last date of hire at the facility in the bargaining unit. New hires or employees transferring into the bargaining unit shall have their seniority from the date they started in the bargaining unit.

17.2 Classification Seniority

For the purposes of layoff, recall, and job promotions, the following provisions shall apply:

1. Seniority shall be system wide within the bargaining unit, in accordance with Section 17.1 above.
2. Seniority lists shall be posted and copies furnished the Union during January of each year and at such other times, not to exceed once each quarter, upon request.

3. In reducing employees, the Employer shall do so in reverse order of seniority after first having sought volunteers, except that special capabilities may be considered for positions requiring special skills. There will be a minimum of thirty (30) calendar days notice before any layoffs.

4. In the event of a lay-off or the elimination of a position, if the effected employee had worked in a previous classification, they shall have the right to bump back into that classification. This may cause the lay-off of a junior employee.

17.3 All job vacancies shall be posted for at least five (5) calendar days before vacancies are filled and notice of the same furnished to the Union at the same time. Vacancies or new positions shall be filled in order of seniority except that special capabilities may be considered for positions requiring special skills. Temporary assignments may be made during such period.

ARTICLE 18 - BREAK IN SENIORITY

18.1 Seniority upon Re-hire

An employee, whose seniority is lost for any of the reasons outlines in this Section, shall be considered as a new employee if he/she is again employed by the Employer.

ARTICLE 19 - REDUCTIONS OTHER THAN LAYOFF

When a temporary reduction in hours becomes necessary on a day-to-day, shift-to-shift basis, the Employer shall make such reductions on the affected staff as outlines in the following steps:

1. The Employer shall first ask for volunteers on the affected shift.

2. If no employee volunteers, the Employer shall reduce the hours of work by assigning reductions based on inverse order of seniority on the affected day and shift by job classification as necessary to meet the required reduced hours of work. Where such hour reductions taken from one employee will have detrimental effect on the operation of the facility, the Employer may distribute such reductions between two or more employee on the affected day and shift in the job classification.

3. No employee shall pick up additional hours or non-bargaining unit employees shall work when hours are being reduced.
ARTICLE 20 - DISCIPLINE/DISCHARGE/SUSPENSION/QUITS

20.1 No Discharges without Just Cause

The Employer shall not discipline, discharge or suspend an employee without just cause.

20.2 Discharge/Suspension Notices/Copies to Union

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

20.3 Investigatory and Disciplinary Meetings

Employees shall have the right to a union steward/representative at any investigation or disciplinary related meetings he/she is required to attend. If a Union Steward/Representative is not available, the employee shall have the right to choose another union member to be present.

20.4 Suspension Time Limits

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

20.5 Investigatory Leaves

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

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

20.6 Quits

An employee who desires to terminate his/her employment must give at least two (2) weeks written notice of his/her intention. For further information refer to your PTO Article.
20.7 Attendance

Bargaining Unit employees will follow the Employers Attendance Policy. If any changes are made to the Employer Attendance Policy, the Employer will notify the Union and negotiate any changes.

For the purposes of attendance multiple day absences shall be counted as a single occurrence.

ARTICLE 21 – WAGES

21.1 Wage Scale

Effective January 1, 2020 all employees will be placed on the appropriate step of the Wage Scale, Appendix A, based on their total years of experience in their current job classification.

CNAs- Increase scale by 5%. Current staff placed to scale or receive a 5% increase, whichever is greater. In 2021 current staff will receive 2% on their anniversary date.

Activities- Increase scale 1%. Current staff placed on scale or receive a 2% increase whichever is greater. In 2021 current staff will receive a 2% increase on their anniversary date.

Maintenance – Increase scale 1%. Current staff placed on scale or receive a 2% increase, whichever is greater. In 2021 current staff will receive a 2% increase on their anniversary date.

Cooks- Increase scale by 1%. Current staff placed on scale or receive a 2% increase, whichever is greater. In 2021 current staff will receive a 2% increase on their anniversary date.

Dietary aides- Increase scale by 1%. Current staff placed on scale or receive 2% increase, whichever is greater. In 2021 current staff will receive a 2% increase on their anniversary date.

21.2 TMA

TMA’s shall receive an additional $1.00 per hour for all compensated hours.

21.3 Restorative

Restorative Aides shall receive an additional one dollar ($1.00) per hour for all compensated hours.

21.4 Therapeutic Recreation

Should the Employer make the decision to utilize the Therapeutic Recreation (TR) classification during the term of this agreement, the Employer will notify the Union to negotiate the wage scale.
21.5  **Shift Differential**

Employees working the evening shift shall receive an additional seventy-five ($0.75) per hour for all compensated hours. Employees working the night shift shall receive an additional one dollar ($1.00) per hour for all compensated hours.

21.6  **Experience Credit**

The wage scales in this Agreement are minimums, which may be adjusted based on employee experience. The Employer shall notify the Union, in writing, as to any experience credit scale that it may establish, and any changes thereto. Said scales are to be applied uniformly both to future hired employees as well as to existing employees, based on their applicable prior experience as determined, on an equitable basis, by the Employer. No new employee shall be placed higher than the ten (10) year wage step.

21.7  **Experimental Programs**

The Employer and the Union recognize that from time to time the requirements of staffing and operating a nursing home may, due to circumstances beyond anyone’s control, become burdensome to employees. To this end, the Employer may, with notice sent to the Union within twenty-four (24) hours, in situations where it is necessary to maintain the efficient operation of the facility, offer premium or overtime pay to employees who volunteer to assume additional hours or responsibilities. The length of this premium will be based on the needs but must be implemented in a fair and equitable manner.

The Employer may also initiate incentive award programs, with the approval of the Union, to encourage or reward employees.

Any experimental programs implemented above shall not conflict with and must be in addition to the provisions of the Agreement. All such programs must be applied to eligible employees in a fair and equitable fashion.

The Union shall not unreasonably deny the approval of the implementation and/or discontinuation of these programs.

The Employer may provide shift incentives (i.e. “pick up” bonus(es) as determined by the Employer during specific staffing needs. Such bonuses shall be provided in a non-disparate manner applied specifically to each designated shift. The Union may receive notice of such bonuses upon request.

21.8  **Wages When Changing Positions**

When an employee changes classification to a higher wage scale, the employee shall move to the step on the new scale that represents an increase in pay.
When an employee changes classification to a lower wage scale, the employee shall move to the comparable month’s level on the wage scale. If the employee is off the scale, his/her wages shall be increased or decreased by the respective difference between the tops of the pay scales for the two positions, if any.

21.9 Preceptor

All Departments shall establish a program of Preceptor for training new employees. In all departments, when an employee works in a Preceptor role for training, that employee shall receive one dollar ($1.50) fifty cents per hour for all hours worked as a preceptor.

21.10 Supplemental “Wage Pass Through” Funds

In the event supplemental wage pass through funds are made available over the life of this contract by regulatory, legislative and or agency action, the parties agree to meet to negotiate how these funds are applied within the bargaining unit.

21.11 Nursing Assistants Wages

The Employer reserves the right to pay newly hired Nursing Assistants, who are not yet certified, such wages as the Employer sees fit, but not less than the Employer’s legal minimum wage during such training and for such duties as they are legally permitted and capable of performing prior to such certification exclusive of patient care. Seniority for any and all purposes under this Collective Bargaining Agreement starts only when such newly hired Nursing Assistants complete said training and then perform productive work covered under the Collective Bargaining Agreement at the appropriate regular wage scale.

ARTICLE 22 - BENEFIT PROGRAMS

22.1 Health Plan

Bargaining unit employees shall be eligible for receipt of and/or participation in all of the current and future voluntary Employer benefit programs under the same terms and conditions as those benefits are made available to other North Shore employees.

22.2 Employer Contribution

The Employer will offer health and prescription plans to all eligible employees subject to the provisions of the plan.

22.3 Dental Plan

The Employer will make available to all full-time and part-time employees the North Shore Dental plan at the employee’s cost.
22.4 Vision Plan

The Employer will make available to all full-time and part-time employees the North Shore Vision plan at the employee’s cost.

22.5 401K.

Eligible employees will be able to participate in the company 401K plan following all provisions set forth in the plan.

ARTICLE 23 - NO STRIKE/NO LOCKOUT

There shall be no strike, work stoppage, or lockout during the term of this Agreement.

ARTICLE 24 - WORKING CONDITIONS

24.1 Paychecks

Employees shall be paid twice monthly. If the Employer needs to change payroll dates, the Employer shall give the employees and the Union 60 days notice prior to the change. A substantial error of fifty dollars ($50) or more in an employee’s paycheck shall be corrected within three (3) business days, as long as the error has been made by the Employer. All other errors shall be corrected on the employee’s next paycheck.

24.2 Benefit Accrual

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

Such accruals shall be accurately reflected on pay checks or employee accessible payroll records when payroll systems can provide the information. Employees may confirm accrual information with the payroll department in the facility as needed.

24.3 In-Services

When new and or different procedures affecting bargaining unit employees are introduced, the Employer shall provide the necessary in-service on such procedures to the affected employees. Employees who attend in-services shall be paid their appropriate rate of pay.
ARTICLE 25 - COPE

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

ARTICLE 26 - LOBBY DAY

The Employer will pay for a regularly scheduled shift of lost time 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. One (1) member will be selected by the Internal Organizer and one (1) member will be selected by the Employer.

ARTICLE 27 – CURRENT ADDRESS

It shall be the responsibility of the employee to keep the Employer informed of his/her current address and telephone number and to notify the Employer at once, in writing, of any change of address or telephone number. Any notices of layoff or recall will be mailed to the current address of record at the time of mailing.

ARTICLE 28 - HEALTH AND SAFETY

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

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

It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and the public, including participation on committees and compliance with rules to promote safety and a violence-free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures.
Rochester East Health Services will make reasonable effort to provide employees with safe and adequate equipment, working environment, and facilities.

ARTICLE 29 - DURATION

Except as otherwise provided, this Agreement shall be effective from January 1, 2020 through and including December 31, 2021. This Agreement shall remain in full force and effect from year to year thereafter unless either party notifies the other party in writing at least ninety (90) days but not more than one-hundred twenty (120) days prior to December 31, 2021 or December 31st of any year thereafter of its intention to change, modify or terminate this Agreement.

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

For the Employer:对于雇主:

North Shore

Date

4/17/2020

For the Union:对于工会:

SEIU Healthcare Minnesota

Date

4/10/20
## Wage and Placement Scales
Effective January 1, 2020

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