



Collective Bargaining Agreement
Between
AFSCME Council 65, Local 0105-0121, AFL-CIO
And
Cassia Moose Lake Village
1/1/2022 – 12/31/2023

Labor Representative: Tom Whiteside (twhiteside@afscme65.org or 320-640-0151)

AFSCME Council 65 Office: info@afscme65.org or 888-474-3242

WEINGARTEN RIGHTS

If called to a meeting with management, you have rights to representation. State the following and call your labor representative: If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at the meeting. Until my representative arrives, I choose not to participate in this discussion.

BECOME AN AFSCME 65 MEMBER

Are you a new employee or not a member yet? Scan the QR code to sign up today and take advantage of the many benefits of AFSCME membership!



MEMBER BENEFITS

Are you taking advantage of your union member benefits? Check out the many benefits available from AFSCME Advantage and Union Plus at:

www.afscme.org/member-resources

www.unionplus.org

Make sure to have your member number handy when accessing these benefits.

ORGANIZING

Know someone who wants to form a union at their workplace? Contact our Organizing Department at 888-474-3242 or email info@afscme65.org and inquire about forming a union. Make sure they tell us you referred them. Your Local benefits from referring new union members.



**LABOR AGREEMENT
BETWEEN
CASSIA MOOSE LAKE VILLAGE
AND
AFSCME LOCAL 105, COUNCIL 65**

EFFECTIVE FROM

January 1, 2022

THROUGH

December 31, 2023

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 -- RECOGNITION.....	4
ARTICLE 2 -- DEFINITION OF EMPLOYEES.....	4
ARTICLE 3 -- UNION DUES DEDUCTION	5
ARTICLE 4 -- PROBATIONARY PERIOD	6
ARTICLE 5 -- BARGAINING UNIT	6
ARTICLE 6 -- NO DISCRIMINATION	7
ARTICLE 7 -- MANAGEMENT RIGHTS	7
ARTICLE 8 -- LABOR MANAGEMENT MEETINGS	8
ARTICLE 9 -- GRIVANCE PROCEDURE	9
ARTICLE 10 -- NO STRIKE, PROHIBITED CONDUCT, AND NO LOCKOUT	10
ARTICLE 11 -- UNION STEWARDS	11
ARTICLE 12 -- UNION REPRESENTATIVE ACCESS	11
ARTICLE 13 -- BULLETIN BOARD	11
ARTICLE 14 -- DISCIPLINE AND DISCHARGE	12
ARTILCE 15 -- SENIORITY.....	12
ARTICLE 16 -- HOURS OF WORK, SCHEDULES, OVERTIME AND ADDITIONAL COMPENSATION	16
ARTILCE 17 -- LEAVES OF ABSENCE	18

TABLE OF CONTENTS (Continued)

	<u>Page</u>
ARTILCE 18 – INSURANCE.....	20
ARTICLE 19 – PAID TIME OFF (PTO).....	21
ARTILCE 20 – EXTENDED ILLNESS TIME.....	22
ARTICLE 21 – PAID HOLIDAYS.....	23
ARTILCE 22 – RETIREMENT PLAN.....	24
ARTICLE 23 – HEALTH AND SAFETY.....	24
ARTICLE 24 – MISCELLANEOUS.....	24
ARTICLE 25 – SUCCESSORSHIP.....	25
ARTICLE 26 – SAVINGS CLAUSE.....	25
ARTICLE 27 – WAGES.....	25
ARTICLE 28 – DURATION AND RENEWAL.....	26
EXHIBIT NO. 1.....	28
EXHIBIT NO. 2.....	29
ADDENDUM.....	30

PREAMBLE

This Collective Bargaining Agreement (“Agreement”) is entered into this 1st day of January 2022 (“Effective Date”) by and between Augustana Mercy Care Center L.L.C. (“Employer”) and AFSCME Local 105, Council 65 (“Union”).

WHEREAS, the parties desire to establish, maintain and regulate the mutual relations between the Augustana Mercy Care Center L.L.C. on one hand and the Employees on the other, to the end that the Employees, the Augustana Mercy Care Center L.L.C., and the general public may mutually benefit.

NOW, THEREFORE, the parties enter into this Agreement to cover the Employees hereinafter defined, and, in general, their hours, wages, and general working conditions.

ARTICLE 1
RECOGNITION

1.1 The Employer has recognized the Union as the exclusive bargaining representative of all full-time, part-time and on-call Employees who regularly work in the following classification at the Skilled Nursing Facility located at Moose Lake, Minnesota (“Facility”):

1.2 Licensed Practical Nurses All Other Facility Employee Classifications,
Including Supervisory, as defined in the Act.

1.3 The Employer shall not enter into any agreement with the employees covered by the Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

ARTICLE 2
DEFINITION OF EMPLOYEES

Only employees who work “Full-Time”, “Part Time”, or “On-call,” as defined below, “Employees” are covered by this Agreement:

Full-time. Regularly scheduled, and consistently work, on a scheduled basis, 64 or more hours in two-week pay periods.

Part-time. Regularly scheduled, and consistently work, on a scheduled basis, less than 64 hours in two-week pay periods.

On-call. Not regularly or consistently scheduled, work (8) hours or more in a (2) week period, are not benefitted, receive no shift differentials and are not eligible for any incentive bonuses. On-call employees are dues paying Union members as long

as they work more than (8) hours in a two-week period (if less than 8, no dues).

Temporary. Hired for specific assignments for a limited period of time (Employees scheduled a maximum of 90 or less workdays a year.) are not benefitted, receive no shift differentials and are not eligible for incentive bonuses and are not members of the Union.

ARTICLE 3 **UNION DUES DEDUCTION**

3.1 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 or pay an appropriate service fee in lieu of actual membership. The term “in good standing” for purposes of this Agreement is defined to mean the payment of annual dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union. However, Employees who choose not to join or remain a member of the Union shall be obligated to make a payment to the Union of the costs attributable to the Union according to applicable law.

3.2 The Employer agrees to deduct Union membership dues/services fees/voluntary donations from the earnings of any Employee who has executed the authorization form for such deductions. Deductions for dues/service fees shall be in the total amount certified as correct from time to time by the Union and shall be made, continued and terminated in accordance with the terms of said authorization form. Withheld amounts will be forwarded to the designated Union office bi-weekly, together with a record of the amount and those for whom deductions have been made.

If a dispute occurs between the Union and any Employee over this deduction, the Union will hold the Employer harmless for the payments made and will handle the dispute without cost to the Employer.

3.3 Any Employee who is required by this Article to maintain Union membership in good standing and fails to do so, and any Employee who is required by this Article to pay the service fee to the Union and fails to do so, shall upon written notice of such action from the Union to the Employer, be terminated by the Employer within fourteen (14) calendar days. The Union will also send a copy of such notice to the Employee. The Union will hold the Employer harmless from the claims of any Employee so terminated and shall handle the dispute without cost to the Employer.

3.4 Within thirty (30) days after the execution date of this Agreement, the Employer will provide the Union with a master list of each Employee governed by this Agreement giving the name, address, classification, number of hours for which employed and date of employment. Each month thereafter subsequent to the establishment of the master list, the Employer shall notify the Union in writing of the name, address, classification, number of hours for which employed and date of employment for

Employees who have been newly employed or whose employment has terminated, or whose information as listed herein has changed.

3.5 The Employer will provide each Employee, at the time of her/his employment, a copy of this Agreement (union will provide copies of the Union Agreement to the Employer).

3.6 It is agreed that if the Employer hires an employee not a member of the Union, it will not in any way interfere with the rights of the employee to join the Union. The Employer will not discriminate against any employee or refuse employment to any applicant because of union membership or activity.

ARTICLE 4
PROBATIONARY PERIOD

4.1 Employees shall be probationary Employees for the first ninety (90) calendar days of employment from their most recent date of hire and during such period, may be terminated without just cause and without said termination causing a breach of this Agreement, and may not be challenged through a grievance pursuant to this Agreement. After having satisfactorily completed such probationary period, however, such employee's seniority shall begin from the date of his or her original hire.

4.2 The Employer may require an extension of an Employee's probationary period (an additional thirty (30) days) provided notice is provided in writing to the Employee and the Union no later than ten (10) days prior to the end of the probationary period.

4.3 Employees requiring certification, by law, may also be discharged for failure to obtain such certification in the time required by law.

ARTICLE 5
BARGAINING UNIT

5.1 New, Modified, or Disputed Classification. In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion in the bargaining unit of any current, new or modified job classification not specified in Appendix A hereof, the issue shall be submitted to the National Labor Relations Board ("NLRB") for determination. Upon inclusion, by agreement between the Employer and Union, or by final order of the NLRB, of a new or modified job classification within the bargaining unit for which the Employer has recognized the Union as exclusive representative, the wage rate of such classification shall be negotiated by the Employer and the Union and the rate agreed upon shall become a part of this Agreement classification.

ARTICLE 6
NO DISCRIMINATION

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

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

ARTICLE 7
MANAGEMENT RIGHTS

Except as specifically limited by the written provisions of this Agreement, the Employer retains the exclusive right to manage all aspects of the Facility, to direct control, and schedule its operations and workforce and to make any and all decisions affecting the Facility, whether or not specifically mentioned below to:

1. Hire, promote, demote, layoff, assign, transfer, discipline, suspend, discharge for just cause, or extend/reduce individual or multiple Employees' shift duration.
2. Select and determine the number of Employees, including the number assigned to any shift, department, classification, and in different units of the Employer's Facility;
3. Increase or decrease the number of Employees working in any shift, unit, department, or schedule.
4. Direct and schedule the work force including establishing and changing shift/classification durations, starting, ending, break times.
5. Determine the location or remove equipment, materials, or supplies.
7. Determine the methods, procedures, materials, and operations to be utilized by Employees while working.
8. Establish, increase, or decrease the number of work shifts and their starting and/or ending times, and to establish shift lengths, and to lengthen or shorten shifts.

9. Promulgate, post and enforce reasonable rules, regulations, policies and procedures regarding attendance, conduct, performance, and acts of Employees during work hours.
10. Select supervisory Employees.
11. Make all decisions regarding the training of Employees.
12. Introduce new and improved methods of operations.
13. Establish, change, combine, and determine job content and qualifications.
14. Develop, distribute, and enforce Employee handbooks and Employee-related policies, procedures, forms, and standards, including standards of attendance and conduct.
15. Expand, reduce consolidate, or reorganize any Department, resident care unit, or any and all other aspects of the Employer's operations.
16. Make any and all other staffing, scheduling, assignment, operational, or other adjustments the Employer deems necessary in light of the Employer's resident census, case mix, availability of staff, workforce skill levels, weather, or any other financial, regulatory, resident care, qualitative, or other objective or consideration.
17. Implement and enforce Employee drug and alcohol testing policies, procedures, and standards to the extent permitted by applicable law.
18. Supplement the Employer's Employee workforce through the use of independent contractors, contract labor, or workers provided by sources of qualified staff, including nursing pools, registries, and all other sources of qualified staff.

Nothing in the above provision is intended to limit any other rights of the Employer specifically and expressly covered, provided that in the exercise of any of the above rights, the Employer shall not violate any provision of this agreement. To the extent any management right conflicts with any provision of this Agreement, the provision of the Agreement shall prevail.

ARTICLE 8

LABOR MANAGEMENT MEETINGS

8.1 The Employer and the Union agree that during the life of this Agreement, individuals from both parties (not to exceed five from each) be designated, in writing, by each party to the other for the purpose of meeting "as necessary" at mutually agreeable times and places so as to apprise the other of problems, concerns, suggestions, ideas, etc.,

related to the facility to promote better understanding with the other. Either party shall have complete discretion to decline to discuss any issue which it views as inappropriate for labor management meetings. 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 grievance and arbitration provisions in this Agreement as grievances shall not be considered proper subjects at such meetings.

8.2 The Federal Mediation and Conciliation Service (FMCS) will provide initial training for the Labor Management (“LM”) Committee. In addition, any ongoing training shall be provided as determined by the LM Committee.

ARTICLE 9

GRIEVANCE PROCEDURE

For all purposes of this section, workdays shall include Monday through Friday and shall exclude all Saturdays, Sundays and federal holidays.

9.1 Grievance Procedure. Should any dispute or disagreement arise over the interpretation, application or compliance with the contents of this Agreement, except as related to discipline or discharge, there shall be an earnest effort on the part of both parties to promptly settle the dispute or disagreement through the following Steps

9.2 Step 1. The Employee shall first informally discuss the grievance with his/her immediate supervisor and Human Resources within ten (10) workdays of the action or event which precipitated the grievance (except that as to grievances over wage, hours and vacation provisions of this Agreement, such notice shall be timely if given within thirty (30) workdays after the regular pay day for the period in which the violation occurred).

Grievances relating to disciplinary actions shall be timely if received by the Employer within ten (10) workdays. The supervisor shall have ten (10) workdays in which to respond to the grievance.

9.3 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 Employer’s Management Representative within ten (10) workdays 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) workdays of receipt of a written grievance. (The parties may, by mutual agreement, participate in FMCS mediation prior to arbitration).

9.4 Step 3

A. If a grievance is not resolved in Step 2, either party may refer a grievance to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) workdays following receipt of an answer from the Step 2

meeting. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The Employer and the Union shall each alternatively strike one (1) name, and the order of striking shall be determined by chance. The remaining arbitrator, after each party has three (3) strikes, shall hear and determine the dispute.

B. 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 issue.

C. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Employer, the Union and the employees involved. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union. Each party shall bear the expense of preparing and presenting its own case.

D. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. The time limitation provided herein, however, may be extended by mutual agreement of the parties. Any grievance not timely responded to at a particular step shall be treated as denied at that step, and may be advanced to the next step.

However, the parties may, upon mutual agreement, return a grievance to another step for further consideration and possible modification of the response. In the event a grievance is returned to a prior step, the parties shall agree upon a timetable for further response.

ARTICLE 10
NO STRIKE, PROHIBITED CONDUCT,
AND NO LOCKOUT

10.1 The Employer and the Union agree that because of the services of the Employer, that this Agreement prohibits strikes, slowdowns, lockouts or work stoppages (“Prohibited Conduct”) during the life of this Agreement.

10.2 In the event that Prohibited Conduct occurs, the Union shall:

1. Order its members to return to work;
2. Advise Employees that the Prohibited Conduct is Unauthorized, and that the Employees are directed to cease such action and return to work.

10.3 The prohibition against Prohibited Conduct and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance and arbitration provisions of this Agreement.

ARTICLE 11 **UNION STEWARDS**

11.1 The Employer recognizes the right of the Union to designate Union Stewards to handle official Union business. Stewards will be required to handle Union business on non-work time in non-work areas unless Management requests their presence. The Union may inform the Employer, in writing, as to the names of employees selected as Stewards. Two (2) Union Stewards will be granted two days off per year to attend Union sponsored events. In addition, one Union officer may attend one Union convention for not more than five (5) days per year, or longer with mutual agreement, with not less than thirty (30) days' notice.

ARTICLE 12 **UNION REPRESENTATIVE ACCESS**

12.1 A Union representative shall be permitted to visit the Care Center to ascertain that the provisions of this Agreement are being observed and to confer with bargaining unit employees under the following criteria:

1. The Union shall notify the Employer as to which Union Representative is assigned to the Care Center.
2. The Union Representative will sign in at the main desk upon arrival, receive a badge for identification purposes, and sign out upon departure.
3. Union Representative will contact Human Resources Director at least one (1) week in advance and a room will be made available as determined by management.
4. Employees meeting with the Union Representative will do so on non-work time. Other meetings requiring the presence of the Union Representative, i.e., grievance meetings, labor/management, etc. will be arranged between the Employer and the Union Representative

ARTICLE 13 **BULLETIN BOARD**

13.1 A Union-provided bulletin board in the employees' break/locker room will be allowed for the purposes of advising bargaining unit members of Union meetings, list of stewards and other Union business. Under no circumstances shall such notices include inflammatory or derogatory comments. If the Employer believes the above sentence has been violated, the Employer shall notify a Steward to resolve the issue.

ARTICLE 14
DISCIPLINE AND DISCHARGE

14.1 No Discipline or Discharge without Just Cause.

14.2 The Employer shall not discipline an Employee who has completed their probationary period (or any extension thereof) without just cause.

14.3 It is mutually understood and agreed that the concept of progressive discipline shall be recognized in implementing and administering disciplinary procedures. It is further understood that serious violations of policy or work rules may dictate discipline outside the normal progression.

ARTICLE 15
SENIORITY

15.1 Seniority Date for Employees Employed by Cassia formerly Augustana Mercy Care Center L.L.C. (“Employer”) on or before September 1, 2010. The Seniority Date of Employees hired by the Employer on or before September 1, 2010 will be their most recent date of hire for or placement in their current Primary Classification by the Mercy Hospital and Health Care Center (“MHHC”).

15.2 Seniority Date for Employees Hired by the Employer after September 1, 2010. For Employees hired by the Employer, if retained by the Employer after completion of their probationary period, their Seniority Date will be their first day of employment with the Employer. Their names will be added to the seniority list and will reflect their date of hire as their Seniority Date.

15.3 Classification Seniority. The Employer shall maintain a seniority list which shall include and combine full-time and part-time Employees. Employees who transfer from another Cassia facility shall be given credit for time worked at other Cassia facilities for purposes of determining wage rates and benefits. For all other purposes (layoff, recall, job bids, etc.), their Seniority Date will be the date of hire by the Employer (Augustana Mercy Care Center L.L.C.).

15.4 Seniority List. The Employer shall, on or before the thirtieth (30) day following the Effective Date of this Agreement, prepare and post a seniority list, specifying the Seniority Date of each Employee. Such list shall be updated every six (6) months, and provided to the Union.

15.5 Filling Temporarily Vacant Shifts on a Schedule. The Employer may make interim assignments to temporarily vacant shifts on a schedule. The Employer will give notice to the extent practical regarding temporarily vacant shifts on a schedule, and such notice will to the extent possible state the qualifications for the position (vacant shift), and if possible, the anticipated shift of work and hours of work per pay period. The

Employer may assign hours to Employees, who have the qualifications to work in temporarily vacant shifts, beginning with the most senior Employee, in the following order:

1. On-Call employees at straight-time rate;
2. Regular full-time and part-time Employees, at straight-time rate;
3. Temporary employees at straight-time rate;
4. Regular posting full-time and part-time Employees, at, overtime rate;
5. On-Call employees at overtime rate.

The Employer may, after following the procedure set forth above, use “agency” employees to fill temporarily vacant shifts. The Employer shall also have the right to temporarily assign or mandate Employees to particular shifts, hours or tasks as necessary to satisfy regulatory/resident care objectives and requirements.

- A. Once an employee has been contacted two (2) consecutive times and declines or fails to respond to request of overtime or extra shift they will be moved to the bottom of the seniority list for calling in (article 15.5) purposes only. An employee may be restored to their original seniority by accepting overtime or additional short notice shift when contacted by staffing.
- B. Holiday scheduling: Employees who fall below their normal FTE schedule due to holiday schedule will be given preference for selecting open shifts during that pay period which they are shorted. The request to pick up a shift must be received from the date the temporary schedule is available and before the regular schedule is posted. Once the schedule is posted the preference is no longer given.
- C. Any LPN who works a previously scheduled shift that opens up due to a short notice call-in and that prevents mandating other staff from working a double shift, will receive 1.5 times their base pay regardless of meeting any other OT requirements. (There will be no stacking of OT pay.)
- D. Scheduling – In situations of short notice call-ins the employer may use mass texting messaging. In these situations seniority in offering shifts will be honored for up to 30 minutes when filling shifts on short notice (less than 4 hours), 2 hours when filling hours for next day, and 6 hours when filling regularly scheduled shifts prior to posting a permanent schedule. During the term of this contract, in the event an employee does not have access to text messaging and wishes to receive a phone call in lieu of the text, the parties agree to discuss whether such request can be reasonably accommodated.

15.6 Filling Permanent Vacancies. All permanently vacant shifts shall be posted internally at least seven (7) days before being filled. The Employer will fill permanent

shift vacancies in light of candidates' job related qualifications and seniority. The Employee with what the Employer determines to be the requisite qualifications, with the most seniority shall be awarded the position. If no Employee within the classification bids on the position, the most senior qualified applicant outside the classification shall be awarded the position. It is understood that the seven (7) day posting rule can be decreased if an eligible internal candidate applies and the eligible senior employees in that classification have been contacted and decline the position.

15.7 Temporary Hour Reductions. With respect to temporary reductions in hours due to resident census fluctuations, case mix fluctuations, and other factors which cause the Employer to temporarily reduce staffing levels, the Employer may temporarily reduce hours according to the following procedure and order:

1. Outside agency provided the Employer has adequate time to cancel without being charged any fees;
2. Employees who volunteer to have their hours reduced, who would otherwise be on overtime, by seniority (the most senior employee who volunteers is selected first), by shift;
3. Employees who would be on overtime, by shift;
4. Employees who volunteer who are on straight-time by seniority by shift;
5. Employees who previously agreed to work the shift, outside their regular schedule;
6. If the above steps do not result in sufficient hours reduction, employee on the shift to be reduced, on a rotating basis, beginning with the least Senior Employee.

Temporary reductions in hours shall not result in termination of affected Employees' insurance coverage.

15.8 Mandatory Staffing: In the event the facility is not staffed at satisfactory levels and employee is notified and required by the employer to remain at work the same day or to cover additional time or an additional shift for which they were not originally scheduled. The procedure for mandating will be as follows:

:

1. On-Call employees at straight-time rate;
2. Regular full-time and part-time Employees, at straight-time rate;
3. Regular posting full-time and part-time Employees, at, overtime rate;
4. On-Call employees at overtime rate.
5. Temporary employees at straight time rate

Employees shall also be eligible for a mandation bonus per Article 27.5.

15.9 Layoffs. In permanently reducing the number of Employees the Employer will determine the number of positions to be reduced. Subject to the preceding sentence, layoffs shall be made in reverse order of seniority. The Employer will make a reasonable effort to give two (2) weeks' notice of impending layoff to affected Employee(s).

15.10. Recall. Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for twelve (12) months from the date of layoff. Within twelve (12) months of the date of layoff, laid off Employees shall be recalled based upon seniority, if qualified, as positions become available. The Employer shall notify the Employee at Employee's last known address on file with the Employer. The Employee shall advise the Employer within five (5) work days of the date when the Employee received the recall notice, of his/her acceptance of the recall. An Employee's failure to accept recall classification shall thereafter waive the Employee's right to recall.

15.11 Transfers. Employees voluntarily transferring from one classification to another will have a new Seniority Date, based upon the date of transfer to the new classification. Employees involuntarily transferred from one classification to another shall retain the Seniority Date of their prior Classification, and shall have another Seniority Date in their new classification.

15.12 Benefit Plan Eligibility. Employee eligibility for Employer's benefit plans shall be determined according to the eligibility requirements of each benefit plan. Employees who move among classifications shall retain their Seniority Dates and total compensated hours for purposes of determining employee benefit plan eligibility and benefit accrual rates. Employees shall be paid according to wage rate for hours worked in a Classification, according to the Employee's hours worked in that Classification.

15.13 Loss of Seniority. An employee's seniority shall be severed and employment terminated by:

- a. Voluntary resignation from employment;
- b. Involuntary termination;
- c. Failing to timely report for work after layoff;
- d. Layoff for 365 days;

- e. Failure to timely apply for re-employment after separation from military service, per applicable law;
- f. Failing to timely report for work at the termination of a leave of absence or extension thereof.
- g. Failing to timely return to work from a Workers' Compensation leave.

ARTICLE 16
HOURS OF WORK, SCHEDULES, OVERTIME
AND ADDITIONAL COMPENSATION

16.1 Work Period. The work period shall consist of a fourteen (14) day period, as determined by the Employer. The Employer may adjust the time/date/start time of payroll periods with not less than fourteen (14) days prior notice to the Union and Employee(s).

16.2 Work Schedules. Work schedules shall be posted one week prior to the first day the schedule becomes effective. Schedules shall reflect the days and hours an employee is scheduled to work for the entire work period defined in this Article. The Employer, however, because of employee leaves, paid time off, absenteeism, patient census, case mix, or emergency, has the right to change or amend the posted work schedule consistent with the remainder of this Agreement.

16.3 The work schedule means the actual hours and days the Employee is scheduled to work. The shift assignment means the particular shift the employee is assigned to, example: day, evening, or night.

16.4 Weekends. An Employee shall not be scheduled to work more than one weekend in a "work period" as defined in this Article, except when required to do so by the Employer in order to provide adequate and appropriate patient care from the then existing and available staff consistent with the remainder of this Article or when necessary to do so because of an employee's absence during a previously scheduled weekend. For purposes of this Section, a weekend starts with the beginning of the night shift on Friday and ends with the beginning of the night shift on Sunday.

16.5 Overtime. Overtime pay shall be at the rate of one and one-half (1½) times the employee's weighted average hourly rate of pay. Overtime shall be paid to an employee who is required to work over (8) hours in a single (24) hour period or (80) hours in a work period. However, work time exceeding and contiguous with (8) hours of work shall be paid overtime. The overtime calculation will be calculated in accordance with applicable law.

16.6 Split Shifts. There shall be no split shifts scheduled by the Employer.

16.7 Exchange Work. No employee shall arrange to work for or exchange work with another employee without written approval of the employee's department head or his/her designee.

- 16.8 Paid Breaks. 1. Paid breaks shall not exceed fifteen (15) minutes;
2. Breaks are scheduled by supervisors based on departmental unit needs.

16.9 Unpaid Meals.

1. Unpaid meal periods shall not exceed thirty (30) minutes.
2. Meals are scheduled by supervisors based on departmental needs. Employer may require Employees to punch out/in for lunch.

16.10 Employees may take one (1) fifteen (15) minute paid break for every four (4) hours worked.

16.11 Employees scheduled-for seven (7) hours or more may take one (1) thirty (30) minute unpaid meal period

16.12 Minimum Work Schedule: Employees who are called in for work outside their scheduled shifts shall be guaranteed the opportunity to work four (4) hours unless notified one (1) hour prior for a called-to-work shift.

16.13 Mandatory Meetings: When the Employer has the need for a mandatory meeting outside of the employee's scheduled day, they shall have the effected employees one (1) week advance notice. An employee attending the meeting shall be given the opportunity to earn a minimum of two (2) hour pay, or pay for the actual time spent at the rate of their regular rate of pay.

16.14 Flexible Scheduling: Upon mutual agreement between the employer and the employee, and employee may commit to a schedule of 12 hour shifts. Such schedule shall be subject to overtime only for over 40 hours in a week. Either the employer or the employee may terminate the flexible schedule with 4 weeks' notice.

16.15 Decrease in FTE: Should an employee desire a decrease in FTE, the employee shall give notice to their supervisor, in writing, of this desire and the specific change in FTE requested. The supervisor shall respond to the employee with the disposition of the request, in writing, within 14 days of the request.

ARTICLE 17
LEAVES OF ABSENCE

17.1 Concurrent Usage. Personal Time Off (“PTO”) and Extended Illness Time (“EIT”) must be used, per the Employer’s policies requiring concurrent usage with any leave of absence, to the maximum extent permissible under law.

17.2 Applying For Leaves of Absence. Requests for leaves of absence shall be made in writing using Employer forms. Request for leaves of absence, except emergency medical/disability leave, shall be made at least thirty (30) days in advance, unless otherwise permitted by law. Personal leaves may be granted at the discretion of the Employer.

17.3 Illness/Injury Unrelated to Work. After completion of 6 months of employment, Employees may be eligible for a leave of absence of up to three (3) months without pay if the employee is unable to work due to illness or injury unrelated to work. If employee provides medical documentation of illness or injury, the Employer may extend the medical leave of absence, at the Administrator’s sole discretion. The foregoing sentence shall not extend or alter the reinstatement rights provided in this Article. In the case of an illness or injury leave, a physician's statement may be required to confirm that an employee is unable to work for a designated length of time. Employees returning to work after an illness or injury leave will be required to furnish a physician's report certifying that employee's ability to perform the essential functions of his/her position, with reasonable accommodation, if appropriate. Should the employee return from such leave within three (3) months of the start of the leave, the employee shall be returned to his/her former position or a substantially similar position (with the same classification, shift and number of hours as the employee's pre-leave position). Should the employee remain on leave for longer than three (3) months, the Employer does not guarantee that the employee's position will be available but the employee will be given preference in filling other positions for which the employee is qualified.

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

17.5 Military Leave. The Employer shall comply with all applicable state or federal laws relating to such leave.

17.6 Benefits During Unpaid Leave. During an unpaid leave of absence, an employee will not earn or accrue benefits (PTO, EIT, holiday, etc.). However, an employee will not lose any benefits earned prior to the beginning of the leave and will commence earning benefits upon return from the leave.

17.7 Health Insurance During Leave. Health insurance may be continued during an unpaid leave of absence if an employee pays the premium during that period. The Employer shall not pay an employee's insurance premium or any portion thereof while an employee is on leave, unless otherwise required by law.

17.8 Bereavement Leave: In the event of a qualifying death of a relative, an Employee classified as full-time shall be given time off with pay at the discretion of the Employee's Department Head per the following guidelines:

1. An Employee wishing to receive time off to attend a funeral must make arrangements with his/her Department Head.
2. If a spouse or child dies, up to four days bereavement leave is given. (note – partner/significant other may be included in this group with sufficient documentation)
3. If a brother, sister, mother-in-law, father-in-law, grandchild, or parent dies, up to three days bereavement leave is given.
4. If an employee's grandparents, grandparents-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law dies, up to two days bereavement leave is given.
5. If an uncle, aunt, niece, or nephew dies, up to one day bereavement leave is given if a day off if scheduled time is needed for you to attend the funeral.
6. Step-family or “great” (i.e., great-grandparent) relationships are treated in the same manner as the relationships stated above
7. Other family and friends - Time off for funerals is allowed by special arrangement with your Supervisor. In such instances, additional time off or absence from work may be charged against PTO.
8. Bereavement Leave must be taken in the immediate time surrounding the family member's death and or funeral service, unless international travel must be arranged. Documentation, such as an obituary, funeral flyer, or death certificate is required to receive paid bereavement time.
9. Proof in the form of obituary notice, funeral bulletin, church card or written memo from pastor/mortician is required before any bereavement leave is paid.
10. An employee who wishes to extend his/her grieving period must use available PTO for that purpose and this time must also be Dept. Head pre-approved.

11. An Employee who wishes to attend a funeral for which paid bereavement leave time is not provided must use his/her PTO time and need Dept. Head pre-approval. An Employee wishing to take time off without pay to attend a funeral must arrange to do so with his/her Department Head.

The requested days are eligible for pay only if the employee was scheduled to work on the requested days. Employees who take bereavement leave will be paid only for scheduled hours on requested days of leave

17.9 Jury Duty Leave: An employee called to serve on jury duty shall be allowed time off by the Employer and shall be reimbursed for the difference between the amount paid for such jury duty and his/her compensation for regularly scheduled work hours necessarily lost because of such jury duty, for a period of up to ten (10) scheduled work days, at the employee's regularly scheduled hours per day. The Employee's jury duty pay shall be such amount that, when added to an employee's jury duty pay, makes the employee whole for the wages the employee would have otherwise earned for their scheduled hours on the day(s) of jury duty. Employees on jury duty leave are encouraged to work those otherwise scheduled hours when the employee is not serving on the jury. Employees called to serve on a jury must notify their department head as soon as possible so that a replacement may be found. The employee must provide proof of jury duty and pay received.

17.10 No employee shall have an anniversary date or date of his or her hire changed because of a leave of absence.

17.11 Compensable Injury. The employer shall provide and add Minnesota Workers Compensation Insurance as per Minnesota State Statutes. The practice of the Employer shall be to accommodate Employees with work-related injuries whenever possible.

ARTICLE 18 **INSURANCE**

Health Insurance
Dental Insurance
Life Insurance

18.1 During the life of this Agreement, the Employer will offer to provide Health, Dental and Life Insurance, to full time (as defined by the particular insurance plan) Employees covered by this Agreement under the same terms and with the same coverage, eligibility requirements, deductibles, Employee Employer contributions, limits on the Employer's contributions, carriers, premiums, enrollment periods and other aspects of plans as the Employer offers to other hourly paid Employees.

18.2 The Employer shall have the right to amend the foregoing plans, including coverage eligibility criteria, deductibles, Employer contributions, limits on the

Employer’s contributions, carriers, premiums, enrollment periods, and other aspects of the plans, provided any such amendments are also applicable to other of the Employer’s hourly Employees. The Employer agrees to give the Union and Employees notice in advance of any such changes, but shall not be obligated to bargain with the Union regarding any such changes.

ARTICLE 19
PAID TIME OFF (PTO)

19.1 Paid Time Off (“PTO”) may be used for vacations, illnesses, and personal time away from work. The Employer may establish policies and procedures regarding the use of PTO.

19.2 Accrual.

Years of Service	Days	Hours	MAX
PTO 0-1	10	80	
PTO 2-4	15	120	
PTO 5-9	16	128	
PTO 10-19	20	160	
PTO 20-29	20	160	
PTO 30+	22	176	280

19.3 PTO may be accrued up to 320 hours. Once the maximum is reached, PTO accrual stops. The maximum will change on 1-1-2023 to 300 hours and 1-1-2024 to 280 hours.

19.4 Using PTO.

PTO may be used after 90 days of employment (it accrues from hire date).

PTO is paid at the base rate of pay excluding any differentials.

Planned time off must be requested in advance per Employer policy. For unplanned time off (due to illness or emergency) employees need to notify their supervisor or designated person per their department policy.

Employees may use only that PTO which has already been accrued.

Unused PTO is paid to a terminating employee if s/he has been employed for 6-months and has given appropriate 2-week notice and has NOT been terminated for misconduct.

PTO request (Schedule Adjustment Request Form) will be approved or denied within two weeks of request and notified in writing by placing the notice in the employee mailbox. It is the employee's responsibility to plan ahead and have adequate PTO accrued for requested time off. Approved time off without adequate PTO accrual is not guaranteed.

19.5 PTO Cash Payment after one year of service, active employees may cash in accrued and available PTO. Due to IRS regulations, employees will have two options to cash out PTO:

1. Cash out PTO any period at 95% of its value.
2. Submit a written election to cash out PTO by December 31st, requesting to have a specified number of hours paid out on either the first paycheck of June and/ or the first paycheck of December. This election may not be changed for any reason after December 31st.

These options apply when cashing out PTO instead of using it to replace scheduled hours missed. A minimum of four (4) hours may be cashed out, but this may be done any period without limit. The appropriate form must be used to request PTO cash-out. PTO payout at end of employment will follow the process in 19.4.

19.6 Employees may use PTO in blocks greater than 2 weeks, subject to the ability of the Employer's responsibility to adequately staff the facility.

19.7 Employees may use PTO on more than 1 weekend per year, subject to the ability of the Employer's responsibility to adequately staff the facility

19.8 More than 1 employee may be off on PTO at any time, subject to the ability of the Employer's responsibility to adequately staff the facility.

ARTICLE 20

EXTENDED ILLNESS TIME

20.1 EIT Generally. The Extended Illness Time "(EIT)" is available for use in the event of an Employee's hospitalization, long term illness or injury. EIT is used only for an Employee's illness or disability, not for the illness of a spouse, child, etc. The Employer has established policies and procedures regarding the use of EIT.

20.2 Accrual. Employees accrue 56 hours of EIT for every 2080 hours worked. EIT will accrue up to 280 hours. EIT may be used after 90 days of employment.

20.3 Usage. EIT may only be used when a non-work-related Employee only illness, injury or maternity lasts three (3) or more consecutive work-assigned days (regardless of shift length) and then paid retroactive to day one. Employees are paid EIT

hours based on Employee's number of regular shift hours. A physician's note or medical verification, verifying the absence, must accompany and EIT request and prior to returning to work.

20.4 Unused EIT. Unused EIT hours are not available for cash payment or paid to terminating employees.

ARTICLE 21 **PAID HOLIDAYS**

21.1 Holiday pay is provided for the following holidays:

1. New Year's Day
2. Easter Sunday
3. Memorial Day
4. 4th of July
5. Labor Day
6. Thanksgiving
7. Christmas Day

Paid holidays will begin as of midnight on the holiday and will end at 11:59 p.m. on the holiday.

Employees who would be scheduled above their regular FTE's due to holiday schedule will be able to request a day off without pay within the pay period. These requests will be granted based on company need and staffing availability.

21.2 All Employees who work on a holiday are paid 1.5X holiday pay equal to the number of hours actually worked.

21.3 Only full-time hourly employees are paid for holidays not worked at their regular rate of pay (excludes shift differential) for their normal shift hours.

21.4 Employees shall not be eligible for holiday pay if absent without supervisor's approval on the actual designated holiday day, the last scheduled day before a holiday or the first scheduled day after a holiday.

21.5 Employees out on an LOA are not eligible for holiday pay.

21.6 The Employer may establish policies and procedures related to scheduling and taking paid holidays.

21.7: No employee shall be required to work Christmas Eve and Christmas Day in the same year, unless both days fall on the employees' scheduled weekend to work.

ARTICLE 22
RETIREMENT PLAN

22.1 Eligible Employees may participate in the Employer sponsored 401(k) Plan. In order to be eligible to receive a 2% Employer match, an Employee must be 18 years of age, and have completed one year (1000 hours) of service and 1000 hours annually thereafter. An Employee can defer more than the 2% but only 2% will be matched with Employer funds. The Employer shall have the right to determine and change, with prior notice to, but without negotiations, or Union agreement or approval, all aspects of the Plan, other than the amount (2%) of the Employer's match.

ARTICLE 23
HEALTH AND SAFETY

23.1 Lab Work/Mantoux Test. The Employer will provide the required Mantoux test at the Employers cost. If a chest-x-ray is necessary by virtue of a positive Mantoux, the expense will be paid by the Employer.

23.2 Hepatitis Vaccine. The Employer shall provide a non-probationary employee's Hepatitis B vaccine at no cost to the employee should the employee desire to be vaccinated.

23.3 Flu Shot. If the Employer recommends that employees receive flu shots, the Employer will offer flu shots at no cost to employees.

ARTICLE 24
MISCELLANEOUS

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

24.2 Applicable Law. 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.

24.3 Clothing Allowance. Employees shall receive an annual clothing allowance of \$200.00 for Full-time employees and \$150.00 for Part-time employees. The annual clothing allowance shall be paid on the payroll period including January 1st. New

employees will receive the clothing allowance upon completion of the 90 day probation period.

ARTICLE 25
SUCCESSORSHIP

25.1 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 26
SAVINGS CLAUSE

26.1 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 27
WAGES

27.1 Base Hourly Rates: Wage rates for Employer's Employees, as of the Effective Date of this Agreement, shall be set forth in Exhibit 1 & 2-Employee would move to new wage at the beginning of the pay period following the pay period that the step/hours requirement are met.

Credit for Experience: On the date the Employer receives proof of such experience (based on actual hours in classification: 2080 hours = 1year) an employee who has worked for other nursing homes or in a related industry shall receive credit for fifty percent (50%) for his/her prior experience for purpose of determining the appropriate wage scale placement, for a maximum placement of 10,400 hours.

27.2 Night Shift Differential: The night shift differential is \$3.00 (LPNs). The night shift differential is for those employees who work the night shift only. Day shift employees who begin work earlier than 7 a.m. are ineligible to receive this differential.

27.3 Effect of Increased State Funding: If, during the life of this Agreement, the State of Minnesota provides increased funding for Employer's Employees' wages and benefits, the Employer shall distribute such additional funding and/or Employees' benefits in accordance with the directives of the State. The Union agrees that it will take whatever action the State may require to facilitate the Employer's right to receive any such increased State funding.

27.4 Preceptor Pay: Employees will be paid a \$1.00 per hour Preceptor Pay Premium when they are designated by the Employer to serve as Preceptors for newly hired employees or nursing students.

27.5 Mandation Bonus: Definition of mandate for the purpose of this bonus: In the event the facility is not staffed at satisfactory levels and employee is notified and required by the employer to remain at work the same day or to cover additional time or an additional shift for which they were not originally scheduled. A bonus of \$75 will be paid to employees who volunteer or are mandated to stay over to cover an open shift for greater than one (1) hour.

27.6 Good Attendance Bonus – All bargaining unit employees that demonstrate perfect attendance in a 6 month period will be provided a bonus as follows:

- a. Regularly scheduled FTE .8 and greater - \$200 every 6 months
- b. Regularly scheduled FTE .4-.7 - \$100 every 6 months.

ARTICLE 28
DURATION AND RENEWAL

28.1 This Agreement shall be in effective January 1, 2022 (“Effective Date”) and shall continue and remain in force and effect until December 31, 2023, and from year to year thereafter unless either party gives written notice to the other on or before ninety (90) days prior to the expiration of the Agreement, or any anniversary thereof, of such party’s desire to begin collective bargaining discussions over changes in or termination of this Agreement which such party may desire. If notice is so given, the parties shall meet at a mutually acceptable dates after receipt of such notice to discuss the requested modifications or termination.

In witness whereof the undersigned have caused this Agreement to be executed the day and year first above written.

EMPLOYER:

By: Shauna Smith
Augustana Mercy Care Center L.L.C.

Date: 12/30/2021

UNION

By: Doni Berg
AFSCME Local 105, Council 65

Date: 1-3-22

By: Ashley Zuk

Augustana Mercy Care Center L.L.C.

Date: 12/30/2021

By: L. Leitz

AFSCME Local 105, Council 65

Date: 12-30-21

By: Tom Whiteside

AFSCME Labor Rep, Council 65

Date: 12/28/2021

EXHIBIT NO. 1

WAGE RATES, BASED UPON COMPENSATED HOURS AS OF 1/1/22.

Classification: (Licensed Practical Nurses)

<u>Compensated Hours:</u>	<u>Base Hourly Rate:</u>
Start	\$23.98
2080	\$24.26
4160	\$24.42
6240	\$24.57
8320	\$24.72
10400	\$24.90
12480	\$25.07
14560	\$25.24
16640	\$25.39
18720	\$25.56
20800	\$25.73
22880	\$25.89
24960	\$26.04
27040	\$26.78
29120	\$27.14
31200	\$28.41

On the effective date of this agreement:

- On-call employees will be paid \$3 per hour above wage based on above schedule. On-call staff are not regularly assigned a block schedule.

EXHIBIT NO. 2

WAGE RATES, BASED UPON COMPENSATED HOURS AS OF 1/1/23.

Classification: (Licensed Practical Nurses)

<u>Compensated Hours:</u>	<u>Base Hourly Rate:</u>
Start	\$24.70
2080	\$24.98
4160	\$25.15
6240	\$25.30
8320	\$25.46
10400	\$25.64
12480	\$25.82
14560	\$25.99
16640	\$26.15
18720	\$26.33
20800	\$26.50
22880	\$26.67
24960	\$26.82
27040	\$27.58
29120	\$27.95
31200	\$29.26

On the effective date of this agreement:

- On-call employees will be paid \$3 per hour above wage based on above schedule. On-call staff are not regularly assigned a block schedule.

ADDENDUM

**LETTER OF UNDERSTANDING BETWEEN
AUGUSTANA MERCY CARE CENTER L.L.C.
AND AFSCME LOCAL 105, COUNCIL 65
AND UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION
REGARDING “REBLOCKING”**

The following provisions shall supercede the seniority and other provisions of the parties’ principal Agreement:

If the Employer elects to “re-block” the facility’s schedule(s) during the life of this Agreement, Employees will be restricted to bidding on blocks for the shift and classification for which they are scheduled prior to the re-blocking. Full-time employees shall bid on blocks first, based on their seniority relative to other full-time employees in their classification, on their same shift. If no full-time blocks are available, they can bid on part-time blocks, on their same shift. Part-time employees may then bid on any full-time blocks available in their classification and for their shift, after full-time employees have completed their bidding, and shall then on part-time blocks on their shift, and in their classification.

Flexible Scheduling. The Employer, the Union, and individual Employees may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day, and payment of overtime on other than an eight (8) and eighty (80) basis. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

1. Employees shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. Such schedules may include but not be limited to, for example, shifts of ten (10) or twelve (12) hours, and/or schedules limited to weekends or weekdays. The parties must agree upon specific types of flexible work schedules. The Employer shall retain written documentation that an Employee has agreed to a flexible work schedule and of the type of flexible work schedule to which the Employee has agreed. An Employee electing to work schedules under this Section may revoke such election by giving the employer written notice of four (4) weeks. The Employer may terminate alternative schedules with four (4) weeks’ notice.
2. The parties agree to promptly meet to resolve all remaining issues regarding flexible schedules. Employees will be eligible to work flexible schedules on a voluntary basis.