

AGREEMENT

between

ELDERCARE OF BEMIDJI

and

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

LOCAL UNION NO. 1851

October 1, 2015 to September 30, 2018

TABLE OF CONTENTS

	<u>Page</u>
AGREEMENT	3
ARTICLE 1 RECOGNITION	3
ARTICLE 2 UNION SECURITY	3
ARTICLE 3 INTENT AND PURPOSE	4
ARTICLE 4 RIGHTS OF MANAGEMENT	4
ARTICLE 5 HOURS OF WORK	4
ARTICLE 6 HOLIDAY WORKED PROVISIONS.....	7
ARTICLE 7 PAID TIME OFF.....	7
ARTICLE 8 MEDICAL LEAVE OF ABSENCE WITHOUT PAY.....	11
ARTICLE 9 PERSONAL LEAVE OF ABSENCE WITHOUT PAY	12
ARTICLE 10 FUNERAL LEAVE	14
ARTICLE 11 PROBATIONARY PERIOD	14
ARTICLE 12 SENIORITY.....	14
ARTICLE 13 DISCIPLINE.....	16
ARTICLE 14 TERMINATION OF EMPLOYMENT	16
ARTICLE 15 GRIEVANCE PROCEDURE	17
ARTICLE 16 GENERAL PROVISIONS.....	18
ARTICLE 17 INSURANCE.....	20
ARTICLE 18 SEVERANCE	21
ARTICLE 19 AFFIRMATIVE ACTION	21
ARTICLE 20 DURATION OF AGREEMENT	22
ARTICLE 21 NO STRIKE/NO LOCK OUT	22
ARTICLE 22 COMPLETE AGREEMENT & WAIVER OF BARGAINING....	22
ARTICLE 23 SUCCESSORS AND ASSIGNS	23
APPENDIX A (LONGEVITY PAY).....	24
APPENDIX B (WAGE SCHEDULE).....	25

AGREEMENT

Entered into on October 1, 2015, by and between Eldercare of Bemidji, hereinafter referred to as the "Employer" or "Eldercare" and Local No. 1851, American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the "Union"

ARTICLE 1 RECOGNITION

Section 1.

All employees of Eldercare of Bemidji, who are employed for more than 14 hours per week, excluding Registered Nurses, the Maple Lane Coordinator, office clerical, maintenance, supervisory, confidential and temporary (less than 67 days per calendar year) employees.

The Employer recognizes the Union as the exclusive bargaining representative for all employees covered by this Agreement.

Section 2. Definition of Employees

- (a) Regular full-time employee: A regular full-time employee is one who is regularly scheduled to work sixty (60) hours or more in a two-week pay period.
- (b) Regular part-time employee: A regular part-time employee is one who is regularly scheduled to work at least forty (40) hours in a two-week pay period but less than sixty (60) hours.
- (c) Casual employee: A casual employee is one who works less than forty (40) hours in a two week pay period.

At Havenwood Care Center a casual employee must work at least one (1) full weekend (Saturday and Sunday) a month and be on call at least one (1) full weekend (Saturday and Sunday) a month. If hours are not available the casual employee will be on call two (2) full weekends (Saturday and Sunday) a month. An employee who does not work for a period of 60 days will lose seniority standing. In the event that there are not enough weekends to require all casuals to work the above stated requirements they will not be required to do so without losing seniority standing.

ARTICLE 2 UNION SECURITY

Section 1. Authorization

The Employer shall deduct from the wages of the employees an amount necessary to cover monthly Union dues. After the first thirty (30) days of employment, employees shall indicate their desire for dues deduction by submitting a signed dues authorization card. Monthly dues, together with a list of employees from whom deductions were made and the amount of such deductions, shall be forwarded to the Council 65 Office in Nashwauk, Minnesota. This financial arrangement shall begin with the first payroll following the employee's first thirty (30) days of employment. If an employee desires to terminate deductions of the union dues from his/her payroll check, he/she shall notify in writing the treasurer of the union and the payroll department 30 days prior to this termination.

Section 2.

Employees electing not to join the Union shall be required to pay to the Union an amount not to exceed eighty-five percent (85%) of the normal dues.

Section 3.

The Union agrees to fairly represent all employees of the bargaining unit regardless of Union membership or non-membership or other factor.

Section 4.

The Union agrees to indemnify and hold the Employer harmless from any and all actions, suits, claims, damages, judgments or any other form of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of any action taken or not taken by the Employer pursuant to this Article, including the payment of attorneys fees incurred in such defense whether or not a legal action is commenced.

Section 5. Applicable Law

The parties recognize that this Agreement is subject to the Constitution and Laws of the United States and the State of Minnesota. To the extent that any provisions of this Agreement conflict with the provisions of any such law, it shall be modified by negotiations between the parties only to the extent necessary to comply with such laws.

ARTICLE 3
INTENT AND PURPOSE

The purpose of this Agreement is to (a) promote and insure harmonious relations, cooperation and understanding between the Employer and its employees; (b) to encourage economy of operation and the protection of property; (c) to establish standard hours of work, rates of pay, and working conditions; and to these ends, the Employer pledges its employees considerate and courteous treatment, and the employees, directly and through their agent (the Union) pledge the Employer loyal and efficient service.

ARTICLE 4
RIGHTS OF MANAGEMENT

Except as limited by the provisions of this Agreement, the management of the Nursing Home and the direction of the working forces, including the right to direct, plan and control Nursing Home operations, to hire, recall, transfer, promote, demote, schedule employees, suspend for cause, discipline and discharge employees for cause, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved methods and/or facilities, and to change or discontinue existing operating methods and/or facilities, and to manage the Nursing Home are vested exclusively in the Employer. Management shall not be bound by past practices not covered by this Agreement.

ARTICLE 5
HOURS OF WORK

Section 1.

The normal hours of work shall be eight (8) hours per day and eighty (80) hours in a fourteen-day period. All hours worked in excess of eight (8) hours per day and eighty (80) hours in a fourteen-day period shall be compensated at the rate of time and one-half. Overtime payments shall not be duplicated for hours worked in excess of eight (8) in a regular workday and in excess of eighty (80) in a fourteen-day period.

Time and one-half (1-1/2) rates will be paid for all hours worked on a shift when less than twelve (12) hours have elapsed between the start of that shift and the end of the previous shift worked by the employee unless either of the two (2) shifts already qualifies as overtime.

The base pay rate or overtime compensation shall not be paid more than once for the same hours worked under any provision of this Agreement.

All overtime shall be distributed equitably in a classification where it arises.

Section 2.

The shift schedule for employees shall be: day shift, 7:00 a.m. - 3:00 p.m.; afternoon shift, 3:00 - 11:00 p.m.; night shift, 11:00 p.m. - 7:00 a.m. However, Eldercare reserves the right to establish other scheduled nursing shift times consistent with the needs of Eldercare. Staffing of these shifts will be accomplished by utilizing a sign up sheet indicating alternative shift hours. This sign up sheet will be posted at least one week prior to the posting of the work schedule. If unable to staff by mutual agreement with an employee, the least senior qualified employee on the nearest shift will be designated. Nothing in this section should be construed as agreement to a mandatory stay-over policy.

Section 3.

Except in case of an emergency or by mutual agreement of the Employer, the Union, and the employee, no employee shall work a split shift.

Section 4.

The normal pattern of scheduling for all departments except Activities is every other weekend off. If Eldercare schedules or calls in an employee in excess of two of four weekends, and the time is not given back on a weekend in the four week period preceding or following the four week period in which the excess occurred, Eldercare will pay 1-1/2 rates for all hours in excess of two of four weekends. However, the employee may voluntarily waive this provision and request a schedule which provides for extra weekend shifts at straight time. Weekends for the night shift shall be defined as 11:00 p.m. Friday through 7:30 am. Sunday. Work schedules shall be posted at least three (3) days in advance of the work period to be covered by the schedule. Employees requesting special days off shall put their request, in writing, to the Employer no later than the twelfth (12th) of the month, the schedule shall be posted by the twentieth (20th) of the month.

The employer will attempt to schedule employees no more than five (5) consecutive days unless by mutual agreement. Employees shall not be required to work more than two (2) of the three (3) shifts (days, evenings, nights) during a two-week pay period.

Section 5.

An employee who reports for work in accordance with a schedule shall receive a minimum of four (4) hours work or four (4) hours pay in lieu thereof, unless such employee has previously been notified not to report to work.

Section 6.

There shall be an equitable rotation of overtime among employees in all classifications, with senior employees first considered and rotated to unit employees.

Section 7.

The Employer shall provide for one (1) 30-minute meal break and two (2) 15-minute rest breaks in each shift of seven or more hours, one (1) 30-minute meal break and one (1) 15-minute rest break in each shift of at least six (6) but less than seven (7) hours, one (1) 15-minute break for all shifts of at least four (4) hours but less than six (6) hours. No rest break will be provided for shifts of less than four (4) hours. All 15-minute rest breaks will be paid, and all meal breaks will be unpaid. If an emergency arises and the Employer requires an employee to work during the employee's meal break, the time worked by the employee shall be counted as hours worked. Coffee during these breaks shall be furnished by the Employer. The night shift will be provided with a toaster and the makings for sandwiches.

Section 9.

Employees required to attend in-service meetings at times when the employee is not scheduled to work, shall be compensated at the applicable rate of pay for all time spent in attendance.

Section 10.

A LPN defined as a "charge nurse" will receive an additional one dollar (\$1.00) per hour for this duty. The LPN will be considered a "charge nurse" if he/she provides resident care, monitoring, or is responsible for a ward, station or unit without direct supervision by a registered nurse assigned to the building.

A Nursing Assistant working as a TMA will receive an additional seventy-five cents (\$.75) per hour.

Section 11.

When assigning the starting wage for a CNA, the employer reserves the right to extend to new employees consideration for previous experience in the same position. With two (2) years of experience the new employee could start at the one (1) year step. With four (4) years of experience the new employee could start at the two (2) year step. With six (6) years of experience the new employee could start at the three (3) year step. No new employee would start higher than the three (3) year step on the salary scale.

The employer reserves the right to start a new LPN at any of the first four (4) steps in the salary schedule depending on the applicant's years of experience.

Section 12.

If the employee in charge of the Beauty Shop is a Certified Nursing Assistant, she/he will be expected to perform duties such as transferring, toileting and feeding and will be paid Nursing Assistant wages. If she/he is not a Certified Nursing Assistant and cannot perform these additional duties, she/he will be paid as an Activity Aide.

Section 13.

If an employee is required to stay for more than one mandatory stay in a pay period the employee will be paid time and one half (1 ½) for the additional mandatory stay days within a pay period.

Seniority will be used to determine which employee will be required to stay on a rotating basis asking the senior employee first.

Section 14.

All employees will be allowed to give away shifts providing that they find a replacement for the shift, get prior approval and providing the employee taking the shift will not be put into overtime. Employee electing to give away a shift will not be required to take PTO up to their normally scheduled hours.

ARTICLE 6
HOLIDAY WORKED PROVISIONS

Section 1.

The following days shall be designated as holidays, except that for the year 2011 only President's Day and Columbus Day will not be paid holidays:

New Year's Day	Memorial Day	Veterans Day	Columbus Day
President's Day	Fourth of July	Thanksgiving Day	(starting 2004)
Easter Sunday	Labor Day	Christmas Day	

Section 2.

Full-time staff who are required to work on any of the above holidays shall receive one and three quarters (1 ¾) time for all such hours worked. A full-time employee who works the holiday and requests another day off in the same pay period shall receive eight (8) hours of regular pay on the holiday and six (6) hours of Holiday Later pay on the requested day off. The employee may request and additional two (2) hours of PTO on the requested day off.

Section 3.

Part-time and casual staff who work a holiday shall receive one and three quarters (1 ¾) time for all such hours worked.

ARTICLE 7
PAID TIME OFF

Section 1.

The employer shall provide employees time off for vacation, illness and holidays through a program called Paid Time Off (PTO).

Section 2.

Employees, paid a minimum of 40 hours in the pay period, are eligible to accrue PTO depending on the length of service and number of hours paid in the pay period.

Section 3.

Full-time employees are entitled to PTO in accordance with the following provisions.

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>MAXIMUM YEARLY PAID TIME OFF EARNED</u>	<u>RATE PER HOUR</u>
0 to 6 Months	0	0
6 Months to 5 Years	15 Days = 120 Hours	.05769
5 Years to 10 Years	20 Days = 160 Hours	.07692
10 Years to 20 years	25 Days = 200 Hours	.09615
20 Years and Over	30 Days = 240 Hours	.11538

EXCEPT for all full-time employees who have 5 or more years of service on 1/1/07:

<u>5 Years to 20 Years on 1/1/07</u>		
5 Years to 10 Years	23 Days = 184 Hours	.08846
10 Years to 20 Years	28 Days = 224 Hours	.10769
20 Years and Over	33 Days = 264 Hours	.12692
<u>20 Years and Over on 1/1/07</u>		
20 Years and Over	38 Days = 304 Hours	.14615

(Employees will not skip from one scale to the next as years of service increase. The scale in effect on 11/27/06 is the one that will be used until end of service unless changes are agreed to in the normal negotiation process.)

Section 4

Full-time employees with 20 years or more of service as of 1/1/07 will continue to accumulate pro-rated PTO on the "20 Years and Over" schedule (38 days) even if they change their status to part-time. Full-time employees with 5 to 20 years of service as of 1/1/7 will continue to accumulate pro-rated PTO on the "5 Years to 20 Years" schedule even if they change their status to part-time.

Section 5.

Part-time employees shall be entitled to PTO on a pro rata basis using the schedules and provisions in Section 3.

Section 6.

Casual employees shall not accrue PTO unless they work 40 or more hours in a pay period.

Section 7.

The maximum balance of PTO is 480 hours. On the first pay check of December each calendar year each employee will be paid for all hours over 480.

Section 8.

A former employee re-entering the service of Eldercare shall assume the same status as a new employee with respect to earning PTO.

Section 9.

By January 1st of each year, the Department Head or designee will post a vacation pick chart covering April 1st through September 30th of the current year. If seniority is to prevail, staff must sign up for desired vacation dates falling between April 1st and September 30th by the 12th of March. By March 31st, employees who have submitted requests by March 12th will be notified if their time is approved or if other days must be selected.

By July 1st of each year, the Department Head or designee will post a vacation pick chart covering October 1st through March 31st of the following year. If seniority is to prevail, staff must sign up for desired vacation dates falling between October 1st and March 31st by the 12th of September. By September 30th, employees who have submitted requests by September 12th will be notified if their time is approved or if other days must be selected.

Vacations may be taken one (1) day at a time. All vacation requests must be submitted by the 12th of the month preceding the vacation dates for scheduling purposes.

Section 10.

It is expected that each full-time employee (prorated for part-time) will take a minimum of 80 hours of PTO as vacation each year. EXCEPT during the first year of employment, vacations may not be taken in advance of the anniversary date unless approval is received from the Administrator. In no instance will the amount of PTO paid as vacation exceed the employees PTO accrual.

Section 11.

Employees may use accumulated PTO for personal illness or injury. To be eligible to use PTO as sick leave, an employee must notify the department head or supervisor at least one hour prior to the beginning of the shift. Employees with a sick leave bank may use that account if the illness or injury extends beyond 24 consecutive scheduled work hours.

Section 12.

Abuse of PTO used as sick leave may be cause for disciplinary action or discharge.

Section 13

Use of PTO as sick leave and/or sick leave bank pertains only to employee illness or accident. However, a five (5) day benefit for immediate family (as defined in Article 10, Section 1) is available subject to the following conditions:

- a. the employee must have worked for the facility five (5) or more years
- b. a maximum of three (3) occurrences per year are covered

REMEMBER: 24 hours of PTO must be used before accessing the sick leave bank.

Section 14.

In accordance with Minnesota Statute 181.9413, an employee may use personal sick leave benefits (PTO/sick leave bank) for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use these benefits for the employee's own illness or injury.

Section 15.

In accordance with the Family and Medical Leave Act, an employee who has been employed by the Employer for at least 12 months and for at least 1250 hours in the previous 12 months shall be entitled to up to 12 work weeks of leave for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
2. Because of the placement of a son or daughter with the employee for adoption or foster care.
3. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Such leave, shall be unpaid, except as otherwise provided in this Article. Eldercare may require the employee to exhaust all paid leave prior to using unpaid leave, except when the reason for the leave is number 1 above or the

placement of a son or daughter with the employee for adoption. Except as otherwise specifically provided in this Article, in no case shall Eldercare be required to allow the employee to take a combination of paid and unpaid leave greater than 12 work weeks in any year provided for under the Family and Medical Leave Act.

Section 16.

If any employee incurs a compensable injury and has accrued benefits under the PTO plan, he/she may request payment equal to the difference between the compensation received by him/her and his/her regular pay, the same to be deducted from accrued PTO benefits. The Employer will provide for the payments described in this Section during the periods of disability. It is understood that payments made to the employee over and above that paid by Worker's Compensation shall not exceed the amount of credits which an employee is entitled to from accrued PTO benefits. It is further understood that in the event compensation payments are subsequently received for any period of time during which accrued PTO has also been paid, the employee may "buy back" PTO hours equal to the amount of overpayment. Employees with a sick leave bank may use that account if the illness or injury extends beyond 24 consecutive scheduled work hours.

Section 17.

If an employee requests a holiday off when she/he would normally be scheduled for work, that day will be paid as PTO.

Section 18.

On the date of conversion to PTO, employees shall have their vacation and sick hours converted as follows:

VACATION – If the employee has been employed for at least one (1) year, all unused vacation hours will be rolled over into PTO hours. For employees with less than a year of service at the time of conversion, the vacation accrual will be frozen and convert to PTO on the one year anniversary.

SICK LEAVE (VESTED) - On the date of conversion, employees who are at least 58 years old or have worked for Eldercare for at least 20 years already have half of their sick leave account "vested". There are two options available.

- a. Vested hours (1/2 of total sick leave) may be rolled over into PTO. If this election is made, the other 1/2 of the sick leave accumulation (unvested sick leave) is forfeited. (A rollover of a portion of the vested hours is available once prior to actual termination with the understanding for all hours placed into the PTO account, a similar amount is forfeited.)
- b. The employee may elect to leave all sick leave (vested and unvested) in the sick leave bank. One time before an employee terminates, Option a. may be exercised.

SICK LEAVE (UNVESTED) - Unvested sick leave hours will be placed in the sick leave bank and maintained until the employee leaves.

Access to the bank will occur as follows:

- a. On the date of conversion and eight weeks thereafter, all sick leave will be paid from the bank.
- b. From the ninth week after conversion and beyond, access will occur if an injury or illness extends beyond 24 consecutive scheduled work hours. PTO will be used for the first 24 hours.
- c. When an employee reaches 20 years of service or 58 years of age, he/she may elect Option a. or b. under the SICK LEAVE (VESTED) section.
- d. When an employee terminates and they have at least 20 years of service or are at least 58 years of age, 1/2 of the remaining sick leave bank will be paid as severance pay. (See Article 18.)

Section 19.

Employees with at least two (2) years of service may request to purchase PTO (be paid rather than take time off) one (1) time each calendar year. To access this option the employee must complete and submit the proper form by noon on the Friday prior to the processing of payroll. Forms requesting cash for PTO that are received after the

deadline will not be honored until the following payroll is processed. (Note: Taxes will be deducted from the money requested. Cashed in PTO hours will not earn benefits.)

Section 20.

Upon termination, a covered employee is entitled to receive pay for any PTO he/she has accumulated.

ARTICLE 8
MEDICAL LEAVE OF ABSENCE WITHOUT PAY

Section 1. Policy Statement

The Employer will grant a medical leave of absence for personal, physical or mental illness, maternity, injury or chemical dependency treatment if such a request is accompanied by a physician's written statement documenting the inability of the employee to work.

Section 2. Eligibility

An employee must be employed in a regular full-time or regular part-time position.

Section 3. Authorization

The employee shall submit a written request for a medical leave of absence to the department head at the earliest possible date. The Administrator shall be responsible for granting requests for medical leaves of absence.

An employee who is granted a medical leave of absence shall have the option of using accrued PTO and/or sick leave bank hours prior to beginning the leave of absence. To access sick leave bank an employee must use a minimum of 24 hours of PTO.

The employee shall submit a physician's written statement citing that the employee is unable to work due to a personal physical or mental illness or injury or treatment of a chemical dependency, and the projected date of return to work.

At any time during the leave, the Administrator may request an updated physician's statement.

Section 4. Length of Leave

A medical leave of absence will be granted up to a maximum of 120 calendar days. An extension may be granted at the discretion of the Administrator. A similar leave of absence without pay for up to 120 calendar days may be granted for critical illness or death in the immediate family (parents, siblings, children, spouse, spouse parents, and grandchildren).

Section 5. Effect on Benefits, Leave and Seniority

Health and life insurance coverage may be continued if the employee makes full premium payments to the Business Office in advance of the coverage. Employer paid coverage will be continued through the end of the month during which the employee is first granted the leave of absence. If an employee returns from the leave of absence prior to the 15th of the month, the Employer shall pay its share of the coverage for the month.

PTO shall not accrue during an unpaid leave of absence.

Seniority shall not be affected by a leave of absence.

Section 6. Reinstatement and Termination After a Medical Leave of Absence

Prior to returning to work from a medical leave of absence, the employee shall provide a physician's statement that the employee is able to return to work.

An employee returning to work within the authorized medical leave period shall be reinstated to the original position in the same classification, in the same department, with the same hours, and at the same rate of pay. No position shall be held open beyond the 120 day period. An employee who exceeds the authorized leave by five

working days without seeking an extension from the Administrator shall be dismissed. Exceptions may be made by mutual agreement of the Employer and the Union.

An employee giving proper termination notice within the authorized leave period shall be eligible for terminal benefits.

ARTICLE 9 PERSONAL LEAVE OF ABSENCE WITHOUT PAY

Section 1. Policy Statement

The Employer will consider requests for personal leaves of absence for personal matters of importance or necessity.

Section 2. Eligibility

An employee must be employed full-time or part-time in a regular position.

Section 3. Authorization

The employee shall submit a written request for a personal leave of absence to the department head at the earliest possible date.

The Administrator shall:

- Be responsible for approving requests for personal leaves.
- Consider work load and staffing prior to approving the request.
- Consider the necessity of the request.
- Consider the employee's length of employment and attendance record.

No personal leaves shall be granted to engage in other employment. Authorized requests shall be placed in the employee's personnel file.

Section 4. Length of Leave

A personal leave will be granted up to a maximum of 60 calendar days. An extension may be granted at the discretion of the Administrator.

Section 5. Effect on Benefits, Leave and Seniority

Health and life insurance coverage may be continued if the employee makes full premium payments to the Business Office in advance of the coverage. Employer paid coverage will be continued through the end of the month during which the employee is first granted the leave of absence. If an employee returns from the leave of absence prior to the 15th of the month, the Employer shall pay its share of the coverage for the entire month.

Section 6. Reinstatement and Termination After a Personal Leave of Absence

An employee returning to work within the authorized personal leave period shall be reinstated to the original position in the same classification, the same department, with the same hours and at the same rate of pay. No position shall be held open beyond the 60 day period.

An employee who exceeds the authorized leave by five working days without seeking an extension from the Administrator shall be dismissed. Exceptions may be made by mutual agreement of the Employer and the Union.

An employee giving proper termination notice within the authorized leave period shall be eligible for terminal benefits.

Section 7. Short Term Leave of Absence

Full-time employees may request an unpaid leave of absence for up to two (2) days per year. Part-time employees

may request an unpaid leave of one (1) day per year. Scheduling of the unpaid leaves of absence is subject to approval by Eldercare. All requests must be submitted to the scheduler for the employee's department in the normal manner. If an employee wishes to use this provision after the schedule is posted, she/he is responsible for replacing the shift and receiving approval from the scheduler. An unpaid leave of absence pursuant to this Section shall not affect an employee's eligibility for benefits, but will affect accrual of such benefits.

Effective 1/1/2010 employees shall be allowed to take additional weekends off according to the following schedule:

<u>Years of Service</u>	<u>Full Time</u>	<u>Part Time</u>
1 through 5	2	1
6 or more	3	2
15 or more	4	3

ARTICLE 10 FUNERAL LEAVE

Section 1.

Full-time employees shall be allowed funeral leave of up to three (3) consecutive work days without loss of pay in the event of the death of a member of the employee's immediate family; namely, parent, step-parent, brother, sister, parent of spouse, grandparent or grandchild. This leave shall be extended to five (5) consecutive work days in the event of the death of a spouse, child or stepchild.

Section 2.

Part-time employees shall be allowed funeral leave of up to three (3) consecutive calendar days without loss of pay in the event of the death of a member of the employee's immediate family as defined above. This leave shall be extended to five (5) consecutive calendar days in the event of the death of a spouse, child or stepchild.

Section 3.

In order to qualify for funeral leave as provided in this Article, the funeral or service must fall within the applicable time period covered by the funeral leave.

Section 4.

In exceptional circumstances, the allowable funeral leave may be divided and used on separate occasions by mutual agreement of the Employer and employee.

Section 5.

For any other relative, the employee may use a PTO day if the employee attends the funeral on a regularly scheduled work day. If the relative is the brother or sister of the employee's spouse, one day of funeral leave, without loss of pay or use of a PTO day, will be allowed if the employee attends the funeral on a regularly scheduled work day.

ARTICLE 11 PROBATION PERIOD

The first four (4) months of work shall be a probationary period during which time an employee may be discharged at any time with or without cause. The probationary period must have been worked in a consecutive twelve-month period. The Employer may extend the probationary period an additional four (4) months with written notice to the employee and the Union at least one (1) month prior to the end of the original probationary period.

ARTICLE 12 SENIORITY

Section 1.

Seniority standing shall be granted to all employees. The standing is to be based on the most recent date of hire. All new employees shall be placed on the seniority list after the completion of a probationary period, and their seniority

rights shall revert to the first date of employment. An employee shall lose seniority standing upon voluntary resignation from employment with Eldercare. At Havenwood a casual employee will lose seniority standing if they do not work for a period of 60 days. In the event that there are not enough weekends to require all casuals to work the above stated requirements they will not be required to do so without losing seniority standing.

A Nursing Assistant promoted to Licensed Practical Nurse will maintain original seniority date for benefits but the date of promotion will be used to assign wage and for rank in scheduling issues. For all other promotions, seniority standing remains the same and the employee's wage will be the next highest step on the new scale. For all other position changes the original seniority date will dictate wage and benefits.

Section 2.

In the event of a layoff (defined as the temporary elimination of a portion of the workforce) or the permanent elimination of a portion of the workforce, employees shall be laid off or eliminated according to seniority within their job title with junior employees being laid off or eliminated first. Employees laid off shall be rehired according to the inverse order of layoff. Eldercare and the Union shall meet and confer regarding any restructuring of hours that occur due to layoff or elimination of position(s).

A laid off employee may exert seniority preference over the most junior employee in another job title, provided the employee has the necessary qualifications to perform the duties of that job without additional training (routine orientation does not constitute additional training) and provided that job does not have more hours than the laid off employee normally worked.

Section 3. Reduction of Hours.

Definition: Scheduling part-time or casual employees less than their usual hours but still within their STATUS.

Voluntary: If a reduction is warranted, Eldercare will first ask for volunteers for a defined period of time. Employees, including full-time staff, may volunteer to reduce up to twenty percent (20%) of their usual schedule. (Usual schedule is defined as the average hours worked in the previous six pay periods.) During the voluntary reduction, the Employer's contribution for health insurance will not be affected by the reduction in hours. All other benefits will be based on hours worked.

Senior employees will be given first opportunity to volunteer for reduced hours.

Non-Voluntary: If further reduction of hours is necessary, Eldercare is committed to an equitable distribution. As reasonable as possible, a proportional reduction (percentage of usual hours) among employees in a job title will be sought. As hours become available, senior employees will be offered those hours before being given to a casual employee.

Section 4.

An employee may be temporarily transferred from one department to another when vacancies or requirements of work as determined by the Employer require such transfer; provided, however, that if the job to which such employee is transferred pays a higher rate of pay than his/her scheduled employment, then such employee shall receive such higher rate during the time when he/she is employed in such higher-rated job.

Section 5. Position Posting.

If an employee leaves and the position is replaced, or a newly created position shall occur, such position shall be posted on the bulletin board for five (5) calendar days. (A position is defined as a job title and its corresponding status, either Full-time, Part-time or Casual). Any employee may apply in writing for such position during such five-day period. Eldercare, during such five-day period, may assign any employee to such position temporarily. The senior qualified employee making application shall fill the position. Eldercare shall make the determination as to whether or not an applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure; provided, however, that the decision of Eldercare shall be final and binding unless clearly arbitrary.

ARTICLE 13
DISCIPLINE

Management retains discretion to take disciplinary action appropriate to the particular circumstances. Violations of rules or policies may result in disciplinary measures that, depending on the circumstances and at the discretion of management, include verbal or written warnings, suspension (with or without pay), or discharge. The disciplinary measures listed do not constitute an exclusive list of possible actions and may be taken in any order. (Additional details can be found in Section 13 of the Personnel Policies for Eldercare of Bemidji.)

- a. **Verbal Reprimand.** Usually an informal discussion with an employee. A verbal reprimand will be documented, including content of the discussion, date, and signature of the parties involved in the discussion (supervisor or department head and employee). The documentation will be signed by the employee and included in the employee's personnel file.
- b. **Written Reprimand.** A formal written statement to the employee which describes the offense, refers to any previous relevant reprimands, states desired goals or outcomes, and outlines subsequent disciplinary action should the problem continue. The statement is to be signed by the employee and included in the employee's personnel file.
- c. **Suspension.** An involuntary, temporary absence from duty. Prior to suspension, or as soon after the suspension as possible, the employee is to receive a written statement indicating reasons for the suspension, length of suspension, and an outline of further disciplinary action should the problem continue. The original statement will be signed by the employee and be included in the employee's personnel file.
- d. **Dismissal.** Prior to imposing this remedy, so far as practicable, the employee will be given the opportunity to respond to the circumstances for which this action is being considered. If dismissal is warranted, written notice will be made detailing the reasons for termination and the employee response, if any, to the allegations.

ARTICLE 14
TERMINATION OF EMPLOYMENT

Section 1.

No employee shall be discharged or suspended except for just cause. An employee charged with an offense involving discharge shall be informed of such offense, in writing, at the time of discharge and a copy thereof mailed to the Union. The Union or the employee so discharged may protest such discharge within ten (10) calendar days of the time of discharge by invoking the regular grievance procedure. If such objection is not submitted to the grievance procedure within ten (10) calendar days, such employee and the Union shall be barred from any claims of any kind.

Section 2.

Employees covered by this Agreement electing to resign or quit their employment will give the Employer three (3) weeks written notice of termination. The three (3) week notice shall be reduced to two (2) weeks with documentation of a hire date with another employer in two (2) weeks of termination with Eldercare. The Employer will give an employee three (3) weeks notice of termination or two (2) weeks pay in lieu thereof, except in the case of discharge for just cause.

Section 3.

If an employee fails to report for work as scheduled or to furnish the Employer with a justifiable excuse within twenty-four (24) hours thereof, such failure to report shall be conclusively presumed to be a resignation from the service of the Employer and termination of such employee's seniority and employment; provided, however, that if such employee can thereafter furnish the Employer with reasonable proof that such employee could not report to

work or could not notify the Employer of his absence because of illness, an unforeseen emergency or other justifiable reason, then such employee shall be reinstated without any break in service record.

ARTICLE 15 GRIEVANCE PROCEDURE

Section 1.

A grievance shall be defined as a dispute between an employee and the Employer concerning the application or interpretation of a specific provision of this Agreement.

Section 2.

All grievances which may arise by virtue of this Agreement shall be adjusted in the following manner:

Step 1. An employee who has a grievance shall, within ten (10) calendar days after such grievance arose, submit it in writing to the employee's supervisor who is designated for this purpose by the Employer. The grievance may be submitted by the employee and/or his/her representative. The supervisor shall give his/her answer within ten (10) calendar days after such presentation, and such answer shall be in writing.

Step 2. If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Nursing Home Administrator within ten (10) calendar days after the designated supervisor's answer in Step 1. The Nursing Home Administrator or his/her representative, shall discuss the grievance within ten (10) calendar days with the employee and/or his/her representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Nursing Home Administrator, the employee and his/her representative. If no settlement is reached, the Nursing Home Director, or his/her representative, shall give the department's written answer to the employee and his/her representative within ten (10) calendar days following the meeting.

Step 2A-If a grievance is unresolved in Step 2, either party may request that the grievance be submitted to the Minnesota Bureau of Mediation Services for mediation within ten (10) calendar days of the date of the mediation meeting. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 3 within ten (10) calendar days of the date of the mediation meeting. Any grievance not appealed in writing to Step 3 within said ten (10) calendar day period shall be considered waived.

Step 3. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) calendar days after receipt of the Employer's answer in Step 2. 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 neutral arbitrators to be submitted to the parties by the Director of Mediation Services, State of Minnesota. The parties shall alternately strike names from the list until one (1) name remains, and he/she shall be designated the neutral arbitrator. The order of striking shall be determined by chance. 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 arbitrator shall be confined to the issues raised in the written grievance, and the arbitrator shall have no power to decide other issues. The award of the arbitrator shall be binding on both parties.

The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed upon extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a

grievance or an appeal thereof within the specified time limits, the employee shall elect to treat the grievance as denied and may appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union representatives involved in each step. The term "days" shall be defined as "calendar days" for the purposes of this Article.

During normal working hours and without loss of pay, an aggrieved employee and a Union steward shall be allowed a reasonable amount of time to investigate a grievance and present it to the Employer. Such activity shall be confined to non-resident areas and there shall be no interference with the assigned duties of the employee.

ARTICLE 16 GENERAL PROVISIONS

Section 1. Bulletin Board

The Union shall be permitted the use of the bulletin boards for the posting of notices of meetings for its members.

Section 2. Union Conventions

The Employer agrees to grant time off without pay and without discrimination to any employee designated by the Union to attend a district, state or national labor convention without losing seniority rights or other rights granted by the Employer to the employee. Such leave shall be limited to four (4) persons per year and shall not exceed seven (7) days per person per year. The employee so designated by the Union shall give at least two (2) weeks notice of intention to attend such convention and shall assist the department in finding a replacement.

Section 3. Union Access to Premises

The representative of the Union who customarily handles grievances shall have access to the premises of the Employer at reasonable times and subject to reasonable rules and with the knowledge of the Administrator's Office to investigate grievances with which he/she is concerned. Such activity shall be confined to non-patient areas and there shall be no interference with the assigned duties of any employee.

Section 4. Breakage

It is not the policy of the Employer to discharge employees for breakage; provided, however, that an employee guilty of gross or repeated negligence may be so charged. When breakage involves an expensive piece of equipment, it shall be reported to the department head.

Section 5. Physical Examination

All physical examinations requested by the Employer after employment shall be paid for by the Employer.

Section 6.

The salary of an employee who is transferred from one position to another position may not be changed if such position is in the same salary grade.

Section 7.

The salary of an employee who is promoted to a higher classification shall be increased to the minimum rate of pay for that classification, but in the event said minimum rate is less than or the same as the rate the employee is receiving before promotion, the employee promoted shall be paid the salary step next above that which he is receiving and the employee will qualify for additional step increases in the new position according to the length of service in the new class.

Section 8.

All full-time employees working in the Nursing Home or Assisted Living Facilities will receive an annual clothing allowance of \$100.00. All part-time employees working in the Nursing Home or Assisted Living Facilities will receive an annual clothing allowance of \$66.00.

Section 9.

After five (5) years of service as an LPN with Eldercare, the employee can apply and be reimbursed for the LPN license fee.

Section.10

In the event that the State of Minnesota provides money for long term care this money will be added per state requirements.

ARTICLE 17
INSURANCE

Section 1.

The Employer shall provide for hospitalization, surgical, and medical benefits coverage for all full-time employees in the bargaining unit (who have completed one month of service) under the present coverage with Blue Cross Blue Shield of Minnesota or with a carrier of similar coverage. The employees is responsible for payment of that part of the premium that exceeds the Employer's contribution, deducted in equal portions from the first and second paychecks of each month.

Effective January 1, 2016, the Employer shall contribute \$481.34 per month toward the premium for such coverage for all full-time employees who elect single coverage, \$724.34 per month toward the single plus one coverage premium, or \$1,024.34 per month toward the family coverage premium. Effective with any premium change, the Employer will contribute up to one-half (1/2) of any premium increase. All additional costs shall be paid by the employee through payroll deduction. In no event shall the Employer contribution exceed the actual cost of the coverage selected by the employees.

All employees who were receiving the health insurance benefits as of the signing of this agreement will be grandfathered into receiving health insurance as defined in the contract dated October 1, 2012 to September 30, 2015.

Section 2. Medical Reimbursement

The Employer shall reimburse up to \$300.00 of each employee's out of pocket covered medical expenses during each year (October-September). Reimbursement shall occur upon submission by the employee of paid receipts.

Section 3.

If the regular work schedule is reduced to under full time, the Employer contribution shall cease beginning the next month, even if the employee had more than full time hours in the preceding measurement period.

Full-time employees hired or rehired after 1/1/90 are eligible for Employer contributions as stated in Section 2. However, should they subsequently become less than full-time, provisions for proration shall apply.

Employees who have worked full-time since 1/1/90 or before may accept a part-time position in their current job title and continue to receive the Employer's contribution toward single coverage as if they were full-time.

Section 4.

The Employer shall provide \$15,000 group life insurance coverage for each full-time and regular part-time employee, the premium cost of which shall be paid by the Employer.

ARTICLE 18
SEVERANCE

Section 1.

A permanent full-time or a permanent part-time employee who terminates employment shall be entitled to severance pay if:

1. He/she has been employed by Eldercare (including years of service as Beltrami Nursing Home, Best, Inc., etc) for at least twenty (20) years; or
2. He/she retires at age 58 or later; or
3. He/she becomes disabled and as a result can no longer continue employment; or
4. He/she dies. (In such case, benefits shall be paid to the employee's estate.)

Section 2.

Severance pay shall equal fifty percent (50%) of an eligible employee's accrued sick leave bank. The maximum amount shall not exceed sixty (60) days pay.

ARTICLE 19
AFFIRMATIVE ACTION

Section 1.

The Employer and the Union are committed to a policy of Equal Opportunity and Affirmative Action in employment and in the provision of services.

Section 2.

Neither the Employer nor the Union shall discriminate against any employee because of Union membership or non-membership, or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

Section 3.

The Employer will take such actions as are necessary to comply with the Americans with Disabilities Act in order to reasonably accommodate employees. Upon request of the employee who requires the accommodation, the Union and the Employer will meet and discuss reasonable accommodation options before the Employer takes action.

ARTICLE 20
DURATION OF AGREEMENT

This Agreement shall continue in full force and effect from October 1, 2015 to September 30, 2018 and from year to year thereafter unless either party gives written notice by July 1 of a desire to terminate said Agreement.

By mutual agreement between the Employer and the Union at any time during the duration of the agreement the contract may be re-opened for the express purpose of negotiating an increase to the wages or an increase to the employer funded portion of health insurance.

ARTICLE 21
NO STRIKE/NO LOCK OUT

Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation or the rights, privileges or obligations of employment. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined, pursuant to the discretion of the Employer.

ARTICLE 22
COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section 1.

This Agreement shall represent the complete agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 23
SUCCESSORS AND ASSIGNS

Section 1.

This Agreement shall be binding upon the parties hereto and their successors and assigns.

ELDERCARE OF BEMIDJI
BEMIDJI, MINNESOTA

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
AFL-CIO, LOCAL NO. 1851, COUNCIL 65


President



Staff Representative



Administrator



Chapter Chair

Dated: 6-2-16

Dated: 6-2-16

APPENDIX A

LONGEVITY PAY
Effective 01/01/07

After 10 – 14 Years of Service	\$225
After 15 – 19 Years of Service	\$375
After 20 – 24 Years of Service	\$525
After 25 – 29 Years of Service	\$700
After 30 Years of Service	\$800

-Full-time employees will receive the whole amount of longevity as stated on the above scale.

-Part-time employees will receive 2/3 of the amount for longevity pay as Full-time employees based on the scale above.

APPENDIX B
CLASSIFICATION AND SALARY SCHEDULE

<u>Grade</u>	<u>Job Title</u>	<u>Step</u>	<u>1/1/2016</u>
U1	Activity Aide Housekeeper Laundry Aide Home Health Aide Beauty Shop Coor (not a CNA)	Start	10.68
		1 Year	11.19
		2 Years	11.40
		3 Years	11.61
		4 Years	11.81
		5 Years	12.05
		6 Years	12.24
		7 Years	12.45
		8 Years	12.70
9 Years	13.00		
U2	AL Home Health Aide (14)	Start	10.79
		1 Year	11.29
		2 Years	11.50
		3 Years	11.70
		4 Years	11.90
		5 Years	12.14
		6 Years	12.33
		7 Years	12.54
		8 Years	12.78
9 Years	13.08		
U3	Dietary Aide	Start	10.84
		1 Year	11.36
		2 Years	11.57
		3 Years	11.77
		4 Years	11.98
		5 Years	12.23
		6 Years	12.42
		7 Years	12.63
		8 Years	12.88
9 Years	13.19		
U4	Nursing Assistant Rehab Aide Beauty Shop Coor (If a CNA)	Start	12.50
		1 Year	13.12
		2 Years	13.37
		3 Years	13.69
		4 Years	13.97
5 Years	14.24		

6 Years	14.56
7 Years	14.84
8 Years	15.18
9 Years	15.48

APPENDIX B
CLASSIFICATION AND SALARY SCHEDULE

<u>Grade</u>	<u>Job Title</u>	<u>Step</u>	<u>1/1/2016</u>
U5	Assist Activity Director	Start	12.74
		1 Year	13.00
		2 Years	13.25
		3 Years	13.47
		4 Years	13.69
		5 Years	13.95
		6 Years	14.18
		7 Years	14.44
		8 Years	14.58
		9 Years	14.78
U6	Cooks	Start	12.93
		1 Year	13.19
		2 Years	13.44
		3 Years	13.67
		4 Years	13.89
		5 Years	14.15
		6 Years	14.39
		7 Years	14.65
		8 Years	14.80
		9 Years	15.00
U7	Assisted Living LPN (14)	Start	15.60
		1 Year	16.06
		2 Years	16.50
		3 Years	16.96
		4 Years	17.41
		5 Years	17.87
		6 Years	18.31
		7 Years	18.77
		8 Years	19.19
		9 Years	19.66
U8	LPN	Start	16.25
		1 Year	16.73
		2 Years	17.20
		3 Years	17.68
		4 Years	18.16
		5 Years	18.64
		6 Years	19.11
		7 Years	19.60

8 Years	20.05
9 Years	20.55

In the event that the legislature approves funding for Assisted Living Facilities it will be awarded as follows: The Employer will offset the first 2% as money that was already given in the 2015/2016 contract year. Any amount over 2% will be awarded to the employees in Assisted Living Facilities and their pay scale will be updated to reflect the new rates of pay.