

# **AGREEMENT**

between

**EHSP, INC DBA FITZGERALD NURSING HOME & REHAB**

and

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

**LOCAL UNION NO. 2219**

**September 1, 2016 – December 31, 2019**

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## AGREEMENT

AGREEMENT entered into this 1st day August 1, 2016, by and between the EHSP, INC DBA FITZGERALD NURSING HOME & REHAB, EVELETH, MINNESOTA, hereinafter referred to as the EMPLOYER, and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the UNION.

### ARTICLE I INTENT AND PURPOSE

#### Section 1.

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; (d) to honor, respect and fulfill the terms of this negotiated Agreement. 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. The Employer, therefore, agrees it shall not subcontract for the performance of bargaining unit work, nor shall work traditionally that of the bargaining unit be transferred to non-bargaining unit employees. An exception to the subcontracting bar may be made in the nursing department only, and only after all pre-scheduled minimum staffing levels have been met. The Employer agrees to exhaust all in-house staffing options and shall offer all available shifts to bargaining unit employees, inclusive of overtime shifts, before utilizing outside agencies. The Employer shall continue to make every reasonable effort to hire employees in-house in order to maintain no less than minimum staffing needs.

#### Section 2.

Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would apply; whenever any words are used in the plural, they shall also be construed to include the singular, in all situations where they would so apply.

### ARTICLE II RECOGNITION

#### Section 1.

The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of the employees of Fitzgerald Nursing Home & Rehab, Eveleth, Minnesota, in the unit composed of all full and part-time employees, including Certified Nursing Assistants, Environmental Services, Dietary and Maintenance. Excluding not yet limited Managerial and Supervisory positions.

#### Section 2.

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

**ARTICLE III**  
**CHECK-OFF**

Section 1. In recognition of the Union as the exclusive representative:

- 1.1 The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and the Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer; and
- 1.2 The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk MN 55769) with a list of the names of the employees from whose wages deductions were made, along with other pertinent employee information necessary for the collection and administration of Union dues, preferably in an Excel formatted report that may be electronically transmitted, or by U.S. Mail; and
- 1.3 The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues, along with any set amount for local assessments, in an electronic Excel format, or via U.S. Mail.

Section 2. Fair Share/Agency Fee. The Union may collect an agency fee or fair share fee in an amount determined by the Union, from the bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minnesota Stat. Sect. 179A.06, Subd. 3.

Section 3.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

**ARTICLE IV**  
**HOURS OF WORK**

Section 1.

The normal hours of work shall be eight (8) per day and eighty (80) hours in a fourteen-day period; the work week shall consist of five (5) days of eight (8) hours each. All hours worked in excess of eight (8) hours per day or eighty (80) hours in a fourteen-day period shall be compensated for at time and one-half (1-1/2) rates. All overtime work must be authorized in advance by the Employer through its supervisor. No employee shall be required to take time off in lieu of overtime pay. All employees shall have two (2) consecutive days off each week whenever feasible. The normal hours of work in the Maintenance Department shall be forty (40) hours per work week (seven (7) day period), Sunday through Saturday. Any hours in excess of 40 shall be compensated at time and one-half (1-1/2) rate. Employee will have the flexibility to adjust work schedule to meet the needs of the facility.

Section 2

The lunch period for all employees shall be no more than one-half hour in length. For the nursing department, the work shifts shall be 5:50 a.m. to 2:00 p.m.; 1:50 p.m. to 10:00 p.m., and 9:50 p.m. to 6:00 a.m., and a one-half (1/2) hour lunch period shall be included as a part of these shifts. Due to the ½ hour lunch period being included as part of the normal working shift; emergent situations could interfere with an Employees ability to receive the full ½ hour lunch. The 9:50 p.m. to 6:00 a.m. shift shall be considered

the first shift of the day.

Section 3.

All employees shall receive two fifteen-minute rest periods in each seven (7) or eight (8) hour shift at times designated by their immediate supervisor.

Section 4.

The work week shall begin on Sunday. Work schedules covering a two-week period shall be posted no later than Monday, prior to the time covered by such schedule. Once posted, the schedule shall not be changed without the consent of the employee, except in the case of an emergency. Provided, however, in the event of an emergency, the Employer shall offer available shifts to employees, inclusive of overtime shifts, prior to making any changes to the posted schedule. Employees shall be notified in advance of any change.

The Employer shall structure job classifications and work duties so as to provide the normal hours of work (eight (8) hours per day, eighty (80) hours in a fourteen (14) day period) to the maximum extent possible. Employees shall not be required to work shifts of less than four (4) hours. Employees with the most seniority shall be scheduled the longest shift of the day, provided however, an employee may provide a written request to be scheduled for available shorter shifts. The employee may rescind such request with fourteen (14) days prior written notice to the immediate supervisor.

The most senior employee(s) in each department shall be permitted to select their preference for scheduled shifts of work, including weekends. Scheduled shifts of work shall be posted and bid for as openings become available.

Section 5.

When the employee is called out to work on other than his regular scheduled shift, he shall be paid for hours work at time and one half.

Section 6.

No employee shall be scheduled to work more than six (6) days consecutively, except in an emergency. If an employee is required to work more than six (6) days consecutively, he/she shall be compensated at time and one-half (1-1/2) rates. If the employee requests to work more than six (6) consecutive days, straight time pay rates will apply, provided however, overtime pay shall not be waived in order to work same, and such request shall require the mutual agreement of the Employer. An Employee may request and/or reverse this option by providing fourteen (14) days advance written notice to the Employer.

Section 7.

When an employee is required to work on more than two Sundays in any calendar month, he/she shall be compensated at time and one-half (1-1/2) rates for each Sunday worked in excess of two. If the employee requests to work additional consecutive Sundays, such may be granted with the mutual consent of the Employer, provided however, straight time pay rates will then apply. Overtime pay shall not be waived in order to work additional Sundays.

An Employee may request and/or reverse this option by providing fourteen (14) days advance written notice to the Employer.

Section 8.

There shall be no split shifts except in an emergency.

Section 9.

Overtime work shall be offered to the most senior qualified Employee(s) regardless of the fulltime or part-time status of such Employee. If an Employee, for whatever reason, refuses overtime when offered, he/she shall be placed at the bottom of the overtime call schedule. Overtime hours shall be rotated as

equitably as possible among employees in each department. Overtime hours shall be granted to the first person who responds accepting the request.

Section 10.

All mandatory in-services shall be scheduled as a shift. Overtime rules shall apply. Employees who fail to attend a mandatory in-service shall be subject to progressive discipline.

Section 11.

Employees who are working during Daylight Savings time adjustments shall be paid for scheduled hours (8 in the spring and 9 in the fall).

**ARTICLE V**  
**DEFINITION OF FULL- AND PART-TIME EMPLOYEES**

Section 1.

Full-Time: All Employees who regularly average thirty (30) hours worked per week and have completed a three (3) month probationary period.

Section 2.

Part-time: All Employees who regularly average twenty (20) to twenty-nine (29) hours per week and have completed a three (3) month probationary period.

Section 3.

Probationary Employees: All employees who have been assigned and worked posted shifts for three (3) calendar months.

Section 4.

Casual Employees: To be a Casual Employee, the person shall complete orientation, have a satisfactory work record, complete mandatory in-services offered in a reasonable time frame, and shall work at least three (3) shifts every month, at least one (1) of which shall be a weekend shift, unless on an approved leave of absence or unless the Employer chooses not to offer work to the Employee during that time frame. An exception to these qualification requirements may be made, at the Employer's discretion, for a person taking an extended vacation.

**ARTICLE VI**  
**UTILIZATION OF CASUAL EMPLOYEES**

The Employer may use Casual Employees to supplement its full-time and part-time staff as needed. Casual Employees shall have no assurance of the availability of work hours. Casual Employees may decline an offer to work a particular shift. Casual Employees shall be paid the wages and premiums paid to full-time and part-time Employees as set forth in the Agreement's wage tables, but shall not accrue or utilize fringe benefits (except retirement plan benefits). Casual Employees shall accumulate seniority of wage step and posting purposes only. A regular scheduled Employee transferring to a casual position shall carry forward seniority hours, which may be used only if the Employee returns to regularly scheduled position. Upon or after the transfer, the Casual Employee may request cash payment of accrued but unused PTO. Casual Employees will not be used to displace part-time or full-time regular scheduled straight time hours.

**ARTICLE VII**  
**HOLIDAY PROVISIONS**

Section 1.

The following days shall be considered holidays, namely:

New Year's Day	Fourth of July	Thanksgiving Day
Easter Sunday	Labor Day	Christmas Day
Memorial Day	Christmas Eve Day (afternoon shift only)	

Section 2. Holidays Worked An Employee who is scheduled to work on any of the above holidays shall be compensated at one and one-half (1-1/2) times his regular rate of pay.

Section 3.

Holiday work shall be rotated as equitably as possible among employees in each department.

**ARTICLE VIII**  
**PAID TIME OFF**

All Employees shall accrue Paid Time Off (PTO) based on hours worked. PTO hours may be used as vacation, holidays, illness or any reason an employee does not work his scheduled shift. PTO requests will be granted at the discretion of the department Supervisor and/or facility Administrator. PTO hours are not earned during an employees' probationary period.

PTO hours can be used at the discretion of an employee up to forty (40) hours per week (total of regular hours and PTO hours must not exceed 40 hours per week). Employees can request a payout of PTO (up to 40 hours) in addition to regular time once per year.

The Employee has the responsibility to make sure paid time hours available at the first of the calendar year do not exceed a maximum of 200 hours.

Employees PTO hours earned are based on two factors:

Number of hours worked  
Years of employment at Fitzgerald Nursing Home & Rehab

	PTO Accruals
0-3 months (Probationary Period)	None Earned
3 months – 3 Years	.0558 per hours worked = 14.5 Days
4 Years – 7 Years	.0625 per hours worked = 16 Days
8 Years – 11 Years	.0740 per hours worked = 19 Days
12 Years and Over	.0850 per hours worked = 22 Days

**ARTICLE IX**  
**BEREAVEMENT LEAVE**

Section 1.

All regularly scheduled Employees will be granted bereavement leave with pay up to three (3) scheduled work days in the event of the death of the Employee's brother, sister, parent of spouse/significant other, grandparent, grandchild, step-parent or any relative residing with the employee at the time of the death.

All regularly scheduled Employees will be granted five (5) scheduled work days in the event of the death of a spouse/significant other, child, stepchild or parent. Funeral leave is from the time of the notification until the day after the funeral.

## **ARTICLE X** **INSURANCES**

### **Section 1.**

The Employer shall provide for health care insurance coverage for all regular full-time Employees in the bargaining unit who have completed their probationary period. The Employer shall pay one-half (1/2) of said premium each month.

### **Section 2.**

- A) If an employee of the Fitzgerald Nursing Home & Rehab shall receive a compensable injury, he/she can choose one of the following options: Fitzgerald Nursing Home & Rehab shall pay the difference between the compensation received by the employee and his/her regular monthly net pay rate, the same to be deducted from the PTO bank. Fitzgerald Nursing Home & Rehab will provide for the payments described in this Section during the periods of disability. It is understood that the additional 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 such accrued PTO.

OR: An employee who, due to injury or illness attributable to the job and therefore eligible for benefits under Worker's Compensation, shall receive their Workers Compensation benefits only.

- B) Insurance Continuation Benefit. When an employee is out of work due to illness or Worker's Compensation injury, Fitzgerald Nursing Home & Rehab shall continue paying his health insurance at the same level as while an active employee for a period not to exceed six (6) months after the employee has exhausted his/her sick leave, provided the employee has five (5) years or more of service with Fitzgerald Nursing Home & Rehab.

## **ARTICLE XI** **JURY DUTY**

If an Employee is selected to serve on jury duty, the employee will notify their supervisor as soon as possible after receipt of notification. The employee will turn in the amount of jury duty pay received, and the Employer shall pay the employee his/her regular pay (calculated as per the employee's regularly scheduled hours). Pay received for mileage allowance shall not be considered as part of the jury duty pay to be submitted to the Employer.

## **ARTICLE XII** **PHYSICAL EXAMS**

### **Section 1.**

All physical examinations required by the Employer shall be paid for by the Employer. Such examinations must be made by a physician licensed in the State of Minnesota of the Employer's choice. Physical examinations required by FMLA guidelines are not the responsibility of the Employer.



**ARTICLE XIII**  
**WAGE ADMINISTRATION**

Pay day shall be every fourteen (14) days, with checks available every other Thursday. If pay day falls on a holiday, the employees shall be paid on the day before the holiday.

**ARTICLE XIV**  
**SENIORITY**

**Section 1.**

Seniority standing shall be granted to all Employees with the exception of the Employees listed as exclusions in the Recognition Clause. The seniority standing is to be determined by date of hire. All new Employees shall be placed on the seniority list after completion of a probationary period of three months of paid service, and their seniority rights shall revert to the first day of employment. If an employee is discharged during probation, he shall have no right to recourse under the grievance procedure contained herein. An Employee shall lose seniority standing upon voluntary resignation or retirement, dismissal for just cause, or when voluntarily accepting a position which is outside the bargaining unit, or during layoff period. In the event of a layoff, employees shall be laid off according to seniority with the junior employee being laid off first. Employees shall be recalled according to seniority in the inverse order of layoff.

**Section 2.**

In the case of a reduction of force or the elimination of a position, or a reduction of hours, a senior employee may exert his seniority preference over a junior employee in any department or classification of work, provided he/she has the necessary qualifications to perform the duties of the job involved. The Administrator or other appropriate department head shall make the determination as to whether or not an applicant possesses the necessary qualifications. In the event the Union does not concur with the determination, the applicant shall have the right of appeal through the normal grievance procedure. In the event of a layoff, where the employee is totally removed from the schedule, employees shall be given a ten (10) calendar day advance notice of such layoff.

**Section 3.**

The Employer will post the seniority list semi-annually.

**Section 4.**

Notice of all vacancies and newly-created positions shall be posted on employee bulletin boards, and the employees shall be given seven (7) days time in which to make application to fill this vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he has the necessary qualifications to perform the duties of the job involved. The facility's Administrator or other appropriate department head 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.

**ARTICLE XV**  
**LEAVE OF ABSENCE**

A leave of absence is an authorized leave without pay. LOA is available to employees after 6 months of employment and is granted at the discretion of the manager and as scheduled permits.

An exception is the Family and Medical Leave Act which will allow 12 weeks of unpaid leave per year for the birth or adoption of a child, to care for a spouse or family member with a serious health condition. (The employee must be employed at least one year to use this and have worked a minimum of 1250 hours during that year of employment. Their position will be honored when the employee returns.)

Section 1. School Conference and Activities Leave

The Employer shall grant an employee unpaid leave of up to a total of sixteen (16) hours during any school year to attend school conferences or classroom activities related to the employee's child, provided the conference or classroom activities cannot be scheduled during non-work hours. The employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operation of the Employer. An employee may elect to substitute accrued paid vacation leave or other appropriate paid leave for this purpose.

Section 2.

Other leaves of absence shall be granted only upon mutual agreement of the Administrator, the employee, and the immediate supervisor.

Section 3.

The Employer shall provide leave to employees if and to the extent required by the Family and Medical Leave Act (FMLA). The Employer retains all rights granted employers by the FMLA to administer FMLA leave.

**ARTICLE XVI**  
**DISCIPLINE PROCEDURE**

Section 1. Discharges, demotions or transfers to a lower classification shall be made only 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 five (5) days of the time of discharge by invoking the normal grievance procedure within the five (5) days, such employee and the Union shall be barred from any claims of any kind against the Employer herein. Any employee who has, however, been discharged and which discharge is later found to be without just cause, if such determination is made as provided herein, shall be reinstated and paid for time lost, including overtime which such employee would have worked and shall not lose seniority, vacation pay or other benefits; provided, however, that the Board of Arbitration may, in its determination of the amount of back wages to be awarded, take into consideration the wages earned elsewhere by the employee during the period of suspension.

Section 2.

Except for those cases involving gross misconduct, the concepts of progressive discipline shall apply and will be reflected in the discipline policies and procedures. Coaching plan shall be utilized as a continuing method for correcting problems of discipline. Employees shall not be disciplined, suspended or terminated except for just cause. The normal disciplinary progression shall be:

1. Verbal warning
2. Written warning
3. Suspension
4. Discharge

Verbal warnings shall become invalid after sixty (60) days and written warnings shall become invalid after nine (9) months, as a basis for proceeding to the next step in the progressive discipline sequence. Suspension shall become invalid as a basis for proceeding to the next step in the progressive

invalid after nine (9) months, as a basis for proceeding to the next step in the progressive discipline sequence. Suspension shall become invalid as a basis for proceeding to the next step in the progressive discipline sequence after twelve (12) months has elapsed.

The employee shall be entitled to Union representation, upon the employee's request, at meetings with the Employer that are called to discuss investigation or disciplinary action.

If an employee does not concur with the discipline rendered, he/she may appeal through the normal grievance procedure.

### Section 3. Investigative Hearing - Due Process Rights

An employee alleged in abuse, neglect of a resident, misappropriation of a resident's property, or any other gross misconduct disciplinary proceedings, shall be granted due process rights inclusive of but not necessarily limited to the following:

- 1) The alleged employee shall be informed he/she is not required to make any statement and that any statements made may be used in the investigation of the allegations.
- 2) The employee shall be advised that he/she may have representation present during any questioning about the circumstances of the alleged occurrence.
- 3) The employee shall be provided written notice, delivered in person or by certified mail, of the following:
  - a) Nature of the charge - The date and time the alleged act is said to have occurred, details of the circumstances leading to the allegation, and of any intent to report such allegation to County or State agencies.
  - b) Right to a hearing - The notice of a hearing shall include his/her right to be represented, the date, place and time of the hearing. Such notice shall inform the accused employee of his/her right to inspect at the hearing any evidence of any kind that will be used against him/her. In addition, the employee and his/her representative shall maintain the right to cross-examine any witness who appears at the hearing. An opportunity shall be provided for the alleged employee to present evidence.
  - c) Consequences of findings - The employee shall be notified of the outcome of the investigative hearing within thirty (30) calendar days after the hearing record is complete.

The procedural due process rights outlined above will not supersede any due process rights employees may have under Federal or State law, State or Federal regulations, or the parties Collective Bargaining Agreement.

## **ARTICLE XVII** **BULLETIN BOARDS**

The Employer will erect and maintain a bulletin board of reasonable size to be placed in such part of the institution as may be mutually agreed upon between the Union and the Employer, which bulletin board shall be for the use of the Union to post any notice of document relating to Union affairs, subject to prior review by the Administration.

**ARTICLE XVIII**  
**GRIEVANCE PROCEDURE**

The Employer will attempt to adjust all grievances which may arise by virtue of this Agreement or otherwise in the following manner:

(A) Employee Right of Protection

1. Every employee shall have the right to present their grievance to the Employer, free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented at all stages thereof.

2. It is understood and agreed by and between the parties that any employees covered by this Agreement working in probation status may be discharged at the sole discretion of the Employer and shall not have the right to relief pursuant to the grievance procedure contained herein.

(B) Grievance Procedure:

In the event an employee covered by this Agreement claims that his rights and privileges have been violated, the matter shall be resolved in accordance with the following procedures:

Step 1: Within ten (10) working days after the grievant should reasonably have learned of the event giving rise to the claimed violation, the employee and/or his representative shall submit the grievance to the employee's supervisor who, within ten (10) working days thereafter, shall give an answer. "Working Days" shall be defined to mean Monday through Friday, excluding designated holidays.

Step 2: If the grievance is not settled in Step One, the employee and/or his representative shall present the matter in writing to the Administrator within ten (10) working days after receipt of the supervisor's answer; the written grievance shall set forth the nature of the grievance, the provision or provisions of the Agreement allegedly violated, policy or past practice violated, if any, and the relief requested. Within ten (10) working days of the receipt of such written grievance, the Administrator shall arrange for a meeting with the Union at a mutually agreeable time to discuss the matter. If the grievance is settled, it shall be reduced to writing and signed by the Administrator and the Union Staff Representative and Union President. If no settlement is reached, the Administrator shall give the facility's written answer to the Union within ten (10) working days following such meeting.

Step 3: If the grievance is not settled at Step Two, the Union shall present the matter in writing to the Board of Director's Employee Relations Committee within ten (10) working days after receipt of the Administrator's written answer. The Employee Relations Committee consists of three (3) or more Board members. Within thirty (30) days of receipt of such written grievance, the Employee Relations Committee shall conduct a hearing into the matter, after the close of which it shall render its decision no later than seven (7) calendar days thereafter.

Step 4: It shall be further understood that in the event no settlement can be reached between the Employer and the Union as provided by normal grievance procedure, the dispute shall be submitted to arbitration. Such an appeal to arbitration shall be in writing and served on the other party. Either of the parties shall have the right to submit a request for a list of seven (7) names to the Director of Mediation Services of the State of Minnesota. Each of the parties shall alternately eliminate one (1) name at a time until one (1) name remains. The first strike shall be determined

by the flip of a coin. The remaining name shall be the arbitrator selected to decide the grievance. Such decision shall be final and binding upon the parties. The expenses and remuneration of the arbitrator shall be shared equally by the parties.

The time limitations specified in the grievance procedure may be extended by written approval of the parties hereto.

If the grievance is not presented within the time limits set forth above, it shall be considered "waived". If the grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to respond within the time period designated for such response, the matter shall be considered settled as per the requested remedy set forth in the grievance. The time limit in each step may be extended by a mutual written agreement of the Employer and Union Representative involved in each step.

Duly authorized representatives of the Union shall have the right to accompany the Union grievance committee at all times in the discussion or adjustment of grievances; provided, however, that all such Union representatives and members of the grievance committee shall perform such functions on their own time.

#### **ARTICLE XIX** **RETENTION OF BENEFITS**

The general policy of this Facility shall be continued insofar as the same is not inconsistent with this Agreement.

#### **ARTICLE XX** **TIME OFF FOR UNION ACTIVITIES**

Any employee elected by the Union to represent such Union at International, State or District meetings, and which requires his absence from duty shall, upon application of one (1) week's notice, be allowed to attend such meetings in accordance with the following:

<u>Type of Meeting</u>	<u>No. of Delegates</u>	<u>Maximum Time Allowed</u>
International	One (1)	Fourteen (14) calendar days
State Federation	One (1)	Seven (7) calendar days
State Council	Two (2)	Two (2) calendar days
District	Three (3)	One (1) calendar day

In the event that additional time off is necessary for these or other Union business, such additional time off may be granted subject to the approval of the Administrator. The selection of the number of delegates shall not impair the operations of the facility.

Employees shall be granted this time off without pay and without discrimination and without the loss of seniority rights or any other rights granted by the Employer.

**ARTICLE XXI**  
**UNION ACCESS TO PREMISES**

Duly authorized representatives of the Union who customarily handle grievances shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances with which they are concerned. Prior authorization must be obtained from the Administrator or his duly appointed representative so as not to interfere in any manner with the operation of the Facility.

**ARTICLE XXII**  
**JOB CLASSIFICATION AND SALARY SCALE**

From Fitzgerald 3/20/17									<u>Longevity Pay</u>				
Re - Proposal for 2/1/18	Start	6M	1 Year	2 Years	3 Years	5 Years	10 Years	15 Years	20 Years	20-24	25-29	30-35	36yrs+
C.N.A	13.25	13.52	13.79	14.13	14.48	14.91	15.36	15.90	16.46	16.61	16.81	17.06	17.36
Dietary	12.25	12.50	12.75	13.07	13.40	13.80	14.21	14.71	15.22	15.37	15.57	15.82	16.12
Env. Services	12.25	12.50	12.75	13.07	13.40	13.80	14.21	14.71	15.22	15.37	15.57	15.82	16.12
Maintenance	16.75	17.09	17.43	17.87	18.32	18.87	19.44	20.12	20.82	20.97	21.17	21.42	21.72

**ARTICLE XXIII**  
**DISCRIMINATION**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, sex, color, religious or political belief, as per applicable State and Federal statutes.

**ARTICLE XXIV**  
**MANAGEMENT RIGHTS**

It is recognized that the Employer retains managerial rights and the authority necessary to operate and direct the affairs of the Employer. These rights include the right to make and enforce reasonable policies, determine functions and programs, determine and establish budgets, utilize technology, select, direct, assign, evaluate and promote employees, and to schedule working hours, provided, however, that in the exercise of such functions, the Employer shall not alter any of the provisions of this Agreement.

**ARTICLE XXV**  
**DURATION OF AGREEMENT**

The terms and provisions of this Agreement shall become effective as of the date first above mentioned and shall continue in full force and effect until D31, 2019, and thereafter from year to year unless either party shall give written notice to the other party sixty (60) days before the annual expiration date of its desire to terminate or amend said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed this

21<sup>st</sup> day of June, 2017.

EHSP, INC DBA Fitzgerald Nursing Home  
& Rehab

\_\_\_\_\_  
President

*[Handwritten signature]*  
*secretary*

AFSCME COUNCIL 65, LOCAL 2219  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

\_\_\_\_\_  
Labor Representative

*[Handwritten signature]*  
Local Union President

\_\_\_\_\_  
Local Vice President

*[Handwritten signature]*  
Local Vice President





**Letter of Understanding  
between  
EHSP Inc, Fitzgerald Nursing Home and Rehab  
and  
AFSCME Local 2219**

EHSP Inc, Fitzgerald Nursing Home and Rehab ("the Employer") and AFSCME Local 2219, AFSCME Council 65, AFL-CIO ("the Union"), are parties to a collective bargaining agreement ("the contract") in effect from September 1, 2016 to December 31, 2019.

The parties have mutually agree to amend the language of the contract and Article XXII, Job Classification and Salary Schedule, as follows:

**Experience Credit.**

All new employees shall start at the minimum salary for their classification as listed above and shall be granted step increments until the maximum is reached. Present employees shall be given credit for past service in place on the salary schedule.

~~The Employer may start a new employee with five (5) years or more experience at Year 1 of the pay grade, but in no event higher than the second year of the pay grade, when the Employer considers such new employee so qualified by 5 years or more work experience. The employer may start a new employee with who has prior work experience in the same classification at the appropriate pay grade step reflective of that experience up to the 7 year step on the wage schedule. The employer shall request demonstration of prior experience for payroll records. To perform this verification, an employee will provide their prior work history and Payroll will verify employment dates and previously-held job titles with former employers, and /or certification dates (if relevant) with the State of Minnesota.~~

The Union will be notified of the wage rate and step placement of any new employee granted experience credit. The employer's determination of experience credit shall be subject to the grievance procedure as outlined in Article XVI.


Employees who have received this experience credit step up shall advance through the salary schedule based upon the combination of the wage step granted upon hire and seniority date increments. (Ex. If an employee is hired on 1/1/20 at the 3 year wage rate, on 1/1/22, they shall advance to the 5 year step for wages.)

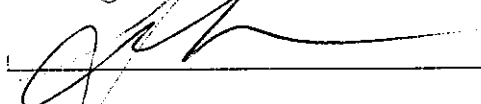
Experience credit shall apply only to wage rates and shall have no impact on seniority standing.

For all employees hired prior to 1/14/19, upon ratification of this Letter, the employer shall perform experience credit assessments within 1 month of ratification. Any experience pay granted shall be backpaid to the date of ratification of the Letter.

Any employee employed as a CNA as of 1/14/19 shall be moved to a minimum of the 6 month step for wage purposes, regardless of the findings of the experience assessment.

for the Employer:

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_

Date: 2-8-19

For the Union:

\_\_\_\_\_  
President, Local 2219

  
\_\_\_\_\_  
Labor Representative, AFSCME Council 65

Date: 02/01/19


**Letter of Understanding  
between  
EHSP Inc, Fitzgerald Nursing Home and Rehab  
and  
AFSCME Local 2219**

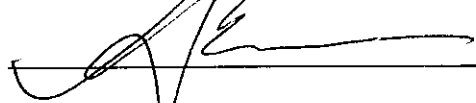
EHSP Inc, Fitzgerald Nursing Home and Rehab ("the Employer") and AFSCME Local 2219, AFSCME Council 65, AFL-CIO ("the Union"), are parties to a collective bargaining agreement ("the contract") in effect from September 1, 2016 to December 31, 2019.

This agreement stipulated that there would be a wage reopener on February 1, 2019. The following amended wage schedule has been mutually agreed-upon, effective February 1, 2019:

	Start	6 mos	1 Year	2 Years	3 Years	5 Years	7 Years	10 Years	12 Years	15 Years	20 Years
<b>CNA</b>	\$14.25	\$14.54	\$14.83	\$15.20	\$15.57	\$16.03	\$16.28	\$16.52	\$16.90	\$17.28	\$17.80
<b>Dietary</b>	\$13.00	\$13.26	\$13.53	\$13.87	\$14.22	\$14.64	\$14.86	\$15.08	\$15.43	\$15.77	\$16.24
<b>Environmental Services</b>	\$13.00	\$13.26	\$13.53	\$13.87	\$14.22	\$14.64	\$14.86	\$15.08	\$15.43	\$15.77	\$16.24
<b>Maintenance</b>	\$17.50	\$17.85	\$18.21	\$18.67	\$19.14	\$19.71	\$20.01	\$20.31	\$20.50	\$20.91	\$21.54

for the Employer:

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_

Date: 2-8-19

For the Union:

\_\_\_\_\_  
President, Local 2219

  
\_\_\_\_\_  
Labor Representative, AFSCME Council 65

Date: 02/01/19