AGREEMENT

between

BROWNS VALLEY HEALTH CENTER

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70, AFL-CIO

October 1, 2016 through September 30, 2019
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PREAMBLE

This Agreement is entered into by and between Browns Valley Health Center, hereinafter referred to as the "Employer", and the International Union of Operating Engineers, Local No. 70, AFL-CIO, hereinafter referred to as the "Union".

PURPOSE

This Agreement has as its purpose the promotion of harmonious relationships between the parties through:

1. The establishment of an equitable and peaceful procedure for the resolution of differences.

2. The establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I – RECOGNITION

1.01. Exclusivity. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees within the appropriate bargaining unit. The Employer agrees not to meet and/or negotiate with any individual employee in the bargaining unit with respect to the terms and conditions of employment, except through the Union or its authorized representatives.

1.02. Bargaining Unit. The Union shall represent all regularly scheduled full time and regularly scheduled part time nursing assistants registered (NAR), trained medication aides, restorative aides, laundry and housekeeping aides, activity aides, cooks, dietary aides, and unit aides; excluding all technical employees, professional employees, office and clerical employees, and any and all other employees and supervisors as defined in the National Labor Relations Act ("the Act").
ARTICLE II – MANAGEMENT RIGHTS

2.01. **Inherent Rights.** Except as specifically limited by the express written provisions of this Agreement, the management of the Employer and the direction of the work force shall be deemed the sole and exclusive function of the Employer.

Such management and direction shall include, but is not limited to, the following rights to:

1. Hire, layoff, demote, promote, transfer, suspend, discharge or discipline for just cause;
2. Maintain discipline;
3. Assign, schedule and delegate work;
4. Determine quality and quantity of work performed;
5. Maintain and improve efficiency;
6. Require observance of all local, state and federal rules and regulations;
7. Make modifications consistent with changes in rules, regulations or requirements of any applicable local, state and/or federal agency;
8. Direct the work force;
9. Determine the number of hours to be worked;
10. Adjust schedules as necessary to maintain an appropriate staff to patient ratio relative to case mix;
11. Determine the materials, means and type of services provided;
12. Determine the method, supplies and equipment to be utilized;
13. Determine the methods of compliance with federal and state regulations;
14. Manage and administer Employer’s operations;
15. Determine financial parameters and limitations of Employer’s operations;
17. To define and describe the work performed by a particular classification or department to determine the relative qualifications of employees.
18. To determine whether to continue or discontinue its involvement in the long-term care business (or any part of that business)
19. To determine the number of employees to be employed.
20. To enter into contracts for the furnishings and purchasing of supplies and services. (e.g. but not limited to therapy, dietician & pharmacist)
2.02. Work Rules. The Union recognizes the right of the Employer or its duly designated officials to promulgate reasonable rules, regulations, directive and orders from time to time as deemed necessary by the Employer or as dictated by local, state or federal rules or regulations, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement unless said rules, regulations, directives or orders are mandated by law. Copies of all promulgated work rules shall be disseminated to employees through posting on employee bulletin boards and copies of the same shall be sent to the Union.

2.03. Job Descriptions. Upon request of the Union, the Employer shall furnish written job descriptions, which shall reflect the duties and services prescribed of the employees by the Employer. The Employer reserves the right to adjust descriptions as Employer’s needs change. If significant additions of duties or responsibilities are proposed, the Union and Employer agree to meet within thirty (30) days to renegotiate terms and conditions related to the position changes. The Employer reserves the right to add and eliminate positions as needed, except as limited by this Agreement.

2.04. Employee Evaluations. Each employee shall receive a written evaluation. The employee shall acknowledge such evaluation by signature to indicate it has been reviewed with him/her. Upon timely request, an employee shall be provided with a copy of his/her most recent evaluation.

ARTICLE III – UNION SECURITY

3.01. Membership. All persons now employed or hereinafter employed by the Employer thirty-one (31) days from the date of their employment, and coming under the jurisdiction of this Agreement shall become and remain members in good standing of the International Union of Operating Engineers, Local No. 70, AFL-CIO, or alternately shall pay the portion of the initiation fee, dues and assessments that are uniformly applied to all members covered by this Agreement that relate to the Union’s representation function. Employees who are under eighteen (18) years of age shall be excluded from the bargaining unit until the day they reach eighteen (18) years of age.

3.02. If any employee does not remain "in good standing" as defined above, the Employer shall terminate the employee within ten (10) days of written
notice to do so from the Union or as soon as a replacement can be obtained, but not to exceed twenty-one (21) days. The Union shall indemnify and hold the Employer harmless from any claims of an employee so terminated.

3.03. Voluntary Dues Deduction. The Employer agrees to deduct monthly Union dues from the wages of employees covered by this Agreement who are Union members. Such deductions shall be made only for employees who voluntarily provide the Employer with a written authorization agreeing that such deductions may be made. The authorization shall not be revocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made by the Employer during the first pay period of each calendar month and transmitted to the Union together with a list of names of the employees and deductions made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union.

3.04. Within thirty (30) days after an employee covered by this Agreement has been hired, the Employer shall email and fax to the Union written notice thereof, stating the employee's name, address, work classification and date of hiring.

3.05. The provisions of Section 3.01 shall not apply to any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect which has historical conscientious objections to joining or financially supporting labor organizations; except that such employee shall be obligated to pay the service fee required by 3.1 above to a non-religious charity fund, exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, chosen by the employee.

3.06. Employee Lists. Each month the Employer shall notify the Union by fax and email of the name, address, position, starting date, hours of credited experience and compensation rate of any bargaining unit employee hired during that month. The Employer shall notify the Union of any changes in position, leaves of absence of more than one month, and terminations of employment. The Employer agrees to provide the Union with a full employee list and seniority schedule within forty-five (45) days after the signing of this Agreement.
3.07. Employee Bulletin Board. The Employer shall provide and maintain adequate bulletin board space to be used exclusively by the Union for posting pertinent Union information. It is specifically understood that posted materials shall not advocate any course of action contrary to the provisions of this Agreement, nor contain material of a partisan political or inflammatory nature.

3.08. Union Stewards. The Union, upon written notification to the Employer, may designate four (4) employees to serve as Stewards. At least one Steward shall be designated to represent each shift. The Stewards shall be allowed reasonable time to investigate and resolve grievances, post union notices and announcements, and transmit communications authorized by the Union to the Employer, provided that the Steward has notified and received prior approval from the designated supervisor.

3.09. Visitation Rights. Representatives of the Union may visit the Employer’s facility for the purpose of discussing grievances with its members. Said visits shall be scheduled in advance with the Employer so that there will be no disturbance to residents or interruptions in providing care or performing work.

3.10. Time Off for Union Business. The Employer agrees to grant the necessary time off without pay and without discrimination to any employee designated by the Union to attend a labor convention or to serve in any capacity in other official Union business so long as a written request for time off is submitted to the Employer within three (3) weeks of the scheduled event and the Employer is able to secure and provide adequate staff coverage. The Employer retains the right to limit the number of employees granted this time off and the amount of time off in order to maintain proper staff coverage.

ARTICLE IV – EFFECT OF LAW

4.01. Compliance. The Employer and Union agree to comply with all local, state and federal laws, and the decisions and rulings of any administrative agency or court with competent jurisdiction that may legally affect any term in this Agreement.

4.02. Severability. If any part of this agreement is held to be in violation of any federal or state law, the portion or portions of this agreement found in violation shall be held invalid. All valid portions of said Agreement shall
remain in full force and effect. In the event any provision is held or determined to be invalid, the Employer and the Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid. The goal of subsequent negotiations will be to devise a clause which is legally binding and which captures as near as possible the intent of the original, invalid clause.

ARTICLE V – AFFIRMATIVE ACTION PLAN

5.01. All terms and provisions of the Employer's Affirmative Action Plan required and approved by the State of Minnesota Department of Human Rights pursuant to Minn. Stat. Chapter 363 shall be incorporated into this Agreement by reference. All terms and conditions and interpretations thereof set forth in this Agreement shall conform with all local, state and federal equal opportunity rules and regulations.

ARTICLE VI – DISCIPLINE AND DISCHARGE

6.01. Just Cause. The Employer will discipline for just cause only. Discipline will be in the form of one or more of the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Demotion
5. Discharge

Discipline will not necessarily follow any specific order.

6.02. All documentation for discipline are to become a part of the employees personnel file. The affected Employee(s) and the Union will receive notices of such discipline.

6.03. Demotions, suspensions and dismissals shall be subject to the provisions of Article VII, Grievance Process.
ARTICLE VII – GRIEVANCE PROCESS

7.01. Definitions. The following definitions and guidelines shall apply to this Article:

1. **Grievance.** Means a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

2. **Act or Event Giving Cause.** Means the day on which the act or event giving cause for a grievance occurred or the day on which the grievant became aware that the grievance exists.

3. **Grievant.** Means the Union, employee or employees filing the grievance.

4. **Reduced to Writing.** Means a dated written statement outlining the nature of the grievance, the provision(s) of the Agreement in dispute and the relief requested.

5. **Answer.** Means a dated written response to the grievance.

6. **Days.** Means calendar days excluding Saturdays, Sundays, and any days designated as holidays by this Agreement.

7. **Computation of Time.** The date of the Act or Event Giving Cause shall not be included in computing any period of time prescribed or allowed by procedures herein.

8. **Filing and Postmark.** The filing or service of any notice or document herein shall be timely if it is personally served, faxed, emailed or if it bears a certified postmark of the United States Postal Service within the time period allowed.

9. **Extension.** Time limits specified in this Article may be extended by the mutual agreement of the Employer and the Union. Such an agreement shall be in written form and be signed by the authorized designees of both parties.

7.02. Any dispute or controversy involving the interpretation or application of any of the terms of provisions of this Agreement shall be submitted for settlement under the Grievance Procedure as herein provided:
Step 1. Any employee who believes that the Employer has violated any of the terms or conditions of this contract in relation to his/her employment shall be considered to have a complaint and such employee shall immediately and promptly take such complaint to the immediate supervisor. Such employee and the supervisor shall attempt to resolve said complaint. No complaint will be considered by any supervisor or representative of the Employer within ten (10) days of its alleged occurrence, except as hereinafter provided as to wages.

Step 2. If said employee and supervisor cannot resolve said complaint within such ten (10) day period, the employee shall reduce the complaint to writing, which shall be considered a grievance. The grievance shall be so reduced to writing and submitted within ten (10) days after the occurrence of the alleged violation of this contract to the Employer; provided, however, that complaints or grievances as to the amount of money due and payable to any employee for wages of hours worked may be filed and furnished to the Employer within ten (10) days after the first regular payday following the occurrence of such alleged violation relating to such wages or hours. After such grievance is reduced to and submitted in writing, the employee may be represented by the business agent of the Union or such other persons as may be designated by the Union to represented such employee, not exceeding, however, three (3) in number. Failure to give any such notice of any grievance shall constitute a permanent waiver and bar of the grievance and the employee shall be forever foreclosed from raising any complaint or grievance in regard thereto. The representatives of the Employer and the Union shall immediately after the submission of such grievance in writing, by mutual negotiation, attempt to arrive at a satisfactory settlement thereof.

Step 3. If such grievance cannot be settled promptly between the parties within ten (10) calendar days after the delivery of written notice of the grievance, the matter may be submitted to an arbitrator by either party. Any demand for arbitration shall be in writing and must be received by the other party within twenty (20) calendar days after the delivery of the written grievance. The Employer and the Union shall attempt to agree on a neutral arbitrator, who shall hear and determine the dispute. If they cannot agree upon the arbitrator, then either the employer or the Union may request the Federal Mediation and
Conciliation Service to submit a list of five (5) names from which the arbitrator shall be selected by elimination.

The authority of the arbitrator shall be limited to making an award relating to the interpretation of, or adherence to, the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in written grievance, and the arbitrator shall have no authority to decide any other issues. The decision or award of said arbitrator shall be final and binding upon the parties.

7.03. The fees and expenses of the arbitrator shall be borne by the parties equally.

7.04. The time limitations set forth herein, relating to the time for demanding arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance permanently barred, waived and forfeited, and shall not be submitted to arbitration. The time limitations provided herein may be extended upon mutual written agreement of the parties.

7.05. The Union will not authorize, assist or support any strike or stoppage of work because of any matter covered by this Agreement for which procedure for settlement herein provide is available but has not been utilized. Participation in any strike, slowdown, sit-down or stoppage of work brought about either by action of the Union and violation of this Agreement, or by action of individuals or groups without Union authority, shall be just cause for dismissal or discipline by the Employer, subject to the grievance procedure herein provided.

7.06. At any step in this Grievance Procedure, the Executive Board of the Local Union shall have the final authority in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further, if in the judgment of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement to the satisfaction of the Union Executive Board.
ARTICLE VIII – PERSONNEL RECORDS

8.01. Personnel Records. Employees may examine their own personnel file as per Minnesota State Statutes.

ARTICLE IX – SENIORITY

9.01. Definition. Seniority for employees covered by this Agreement shall begin to accrue on the date of hire into the bargaining unit. Seniority shall accrue from the date of hire for all cumulative work time excluding leaves of absence of more than three (3) months, or going on call.

9.02. Probationary Period. Each newly hired employee shall be required to satisfactorily complete a probationary period of ninety (90) days in the assigned position before attaining seniority rights. During the probationary period, employees may be discharged and are not protected under the grievance procedure. Upon completion of the probationary period, seniority shall begin with the original date of hire into the bargaining unit. During the probationary period, each employee will receive orientation and training necessary for the individual position.

9.03. Seniority Lists. Seniority will be calculated and posted on the Union bulletin board and in each unit lounge every three (3) months. The seniority lists shall be deemed correct unless a written and dated statement challenging the seniority standing of any employee is filed within fifteen (15) days after the date of posting the lists by the Employer. In the case of ties in seniority, the original date of hire shall determine the senior employee. In the case of continuing ties, a coin flip will determine the most senior employee.

9.04. Definition of Regular Full Time Employees. A full-time employee is one regularly scheduled to work sixty-four (64) hours or more during a two (2) week period.

9.05. Definition of Regular Part Time Employee. A part-time employee is one regularly scheduled to work less than sixty-four (64) hours during a two (2) week pay period.
9.06. Definition of Second Schedule Employee. A Second Schedule employee is defined as a person who is hired to work and works on an intermittent on call or fill in basis. Such employee has no regularly scheduled hours and is typically available to fill in during emergencies, Personal Leave Time or as needed or determined by the Employer. Second Schedule employees are not members of the designated bargaining unit and do not receive any of the benefits specified within this collective bargaining agreement.

9.07. Temporary Employees. Temporary employees will only be hired to replace employees who are on extended leaves of absence. Temporary employees are not members of the designated bargaining unit and do not receive any of the benefits specified within this collective bargaining agreement. The wage compensation of temporary employees shall be determined by the sole discretion of the Employer. Temporary employees shall fill an open position only for the designated duration of leave of absence when the open hours cannot be filled by regular employees on a temporary basis.

9.08. Internships and Intern Employees. Intern employees will be utilized by the Employer in conjunction with an approved training program. Intern employees may or may not receive compensation for services mutually decided by the training organization, and Employer. Employer reserves the right to establish schedules, set work goals and assignments, and to set compensation for intern employees. Intern employees shall not displace bargaining unit employees nor work hours which might otherwise be available to bargaining unit employees. Training, orientation, and supervision of interns shall be conducted by non-union employees.

9.09. Job Openings. All job vacancies within the bargaining unit shall be posted for a minimum of seven (7) consecutive days. Employees desiring to be applicants for the posted position shall sign for the posted vacancy. Employees on a bona fide short term leave of absence during the posting period shall notify the Employer prior to taking the leave of any position of interest. Upon posting the open position, the Employer shall contact the on-leave employee. If the employee cannot be reached, the Employer shall refrain from filling the position for two (2) weeks or until the on-leave employee reports to work, whichever is sooner. The determination as to whether or not an applicant possesses the necessary qualifications is within the sole discretion of the Employer. Seniority will be a consideration in the selection process. In the event the Union does not concur with the determination, the applicant shall
have the right to appeal through the normal grievance process. In filling vacancies, current employees shall be given preference over applicants not currently employed by the Employer whenever possible. In making hiring decisions, the Employer shall strictly construe the terms of its Affirmative Action Plan to meet its goals of equal opportunity employment.

1. **Experience Credit.** Employees shall be hired at an accelerated rate of pay commensurate with past experience for work substantially similar to the duties for which they are hired. Credit will be granted for a minimum of 2080 hours and a maximum of 10,400 hours experience or the equivalent part time work. To be granted one (1) year of experience credit, the employee must provide verification.

2. Prior to hiring new employees, the Employer shall allow current qualified part time employees to increase their hours, whenever possible, pursuant to the scheduling needs of the Employer.

3. If an employee terminates their position and returns within six (6) months to the same classification, they shall be given their same rate of pay but shall not carry over seniority hours, nor classification of hours for other benefits of the contract.

9.10. **Layoff and Recall.**

1. **Layoff.** In the event of a reduction of personnel, the Employer agrees to meet with the Union as soon as possible to establish an equitable layoff system. Until a uniform and mutually agreeable layoff system is established, the Employer reserves the right to decrease hours of existing staff as necessary or to lay off employees by department if necessary. In the event whole positions are eliminated, seniority shall be considered.

2. **Recall.** Employees shall be recalled from layoff status in the reverse order of being laid off. They shall be given the opportunity to fill any position they have either previously held or meet the qualifications specified in the job description. If the opening is in the position they held previous to the layoff, they shall be given the position.
9.11. Resignation. Employee shall give the Employer two (2) weeks’ notice of leaving unless it is mutually agreeable that the employee leave without notice. If an employee fails to provide two (2) weeks' notice they shall forfeit any earned Personal Leave Time.

9.12. Loss of Seniority. Employees shall lose their seniority for the following reasons:

1. Resignation
2. Discharge for just cause.
3. Casual Status. Employees who transition to casual status will lose all seniority and will start over if they become regularly scheduled.
4. Employees who transition out of the bargaining unit will lose all Union status seniority and will start over if they come back into the bargaining unit.
5. Failure to return to work following layoff or other leave of absence. The employee must notify the Employer of an intention to return to work within fourteen (14) days of receipt of the Employer’s call back. The Employer’s notice shall be sent by certified mail, receipt requested, to the employee at the last addressed filed by the employee with the Employer.
6. Seniority shall be separate for each classification covered by this Agreement. Other seniority privileges such as vacation preference, layoff preference, overtime preference shall remain unaffected by a transfer in classification.

ARTICLE X – BASIC WORK PERIOD

10.01. The Employer shall give two (2) weeks’ notice in advance of any major change in scheduling. A major change in schedule is defined as an alteration in the regularly assigned schedule that would continue for reasons other than providing coverage for other employees who are on Personal Leave Time or other personal leaves of absence.

10.02. Emergency Coverage is defined as a request to report to work for emergency coverage with less than one (1) work weeks’ notice.
10.03. Employees shall be allowed some flexibility in scheduling their daily and weekly work hours with prior approval of their immediate supervisor.

10.04. Exception to the regularly established work schedules may be made by the mutual agreement of the employee and supervisor.

10.05. An employee called in for emergency coverage to work on an unscheduled shift, with less than one work weeks' notice, shall work his/her regular scheduled shift in addition to the unscheduled days he/she is required to work unless otherwise mutually agreed.

10.06. If an employee is called to work an unscheduled shift with less than two (2) hours' notice and arrives within an hour of the beginning of the shift, he/she shall be paid from the start of the first hour of that shift.

10.07. If emergency staff coverage is required, the Employer shall ask employees already at work by seniority to provide emergency coverage. In the event that no employees choose to remain for a second shift, the Employer shall call employees for coverage. Calls for emergency staffing will begin with the most senior department staff and progress to the least senior until coverage is obtained. An employee called in to work in order to supply adequate coverage in an emergency situation in staff shortages shall report to work at the required time unless otherwise authorized by the immediate supervisor or supervisor requesting emergency coverage. Personal plans and commitments will be considered by the supervisor prior to request to report to work.

1. Dietary Clause. In the Dietary Department call in shall begin with the most senior employee. In the event that enough staff cannot be found, employees shall be compelled in reverse order of seniority.

2. Exemption Clause. After completing 24,960 hours of work, no employee shall be compelled to return to work for emergency coverage.

Employees working on a normally scheduled day off cannot be required to work mandatory overtime.

Employees that are required to stay over for mandatory overtime shall work continuously up to the maximum of four (4) hours.
If no one is available at the Care Center, the open shift will be offered to employees not currently working.

Employees who are mandated and refuse shall be considered insubordinate and will be disciplined under the Employers progressive discipline policy, except for circumstances listed as below:

1. Non Browns Valley employment
2. Pre authorized PLT. This includes normal days off surrounding PLT.
3. Other employer authorized leaves of absences, including FMLA.
4. School, jury duty, court appearance, and funeral leave.
5. Sickness.

Employees shall not be mandated until they have completed thirty (30) calendar days of employment.

10.08. All overtime shall be approved by the immediate supervisor prior to reimbursement. The Employer reserves the right in any situation listed above to send any or all employees home early due to excessive staffing determined by the current case mix. The necessary staffing requirements shall be determined each morning and employees shall be informed as soon as possible if they will be sent home.

10.09. Employees who report to work as scheduled shall be required to work and shall be paid in accordance with their scheduled shift. This only applies if the employees were not notified that he/she need not report to work and such notice did not reach the employee until he/she appeared at the work place to begin the work shift.

10.10. Overtime Pay. Employees shall be compensated at an overtime rate of one and one-half (1-1/2) times the regular rate of pay for hours actually worked in excess of eighty (80) hours in a two (2) week period of eight (8) hours in a work day. The basic work period for employees who are regularly scheduled for more than eight (8) hour shifts shall be forty (40) hours in a calendar pay period week for overtime compensation.

10.11. Rest Periods. All employees will be entitled to a fifteen (15) minute paid rest period for each four (4) consecutive hours worked. Rest periods for
the individual employees shall not be taken anywhere in the resident’s living quarters and staff shall remain on the premises during these breaks. Rest breaks will be approved by the supervisor so as not to interfere with the operation of the care of patients. Rest periods are not cumulative.

10.12. Meal Periods. Meal breaks shall be scheduled at appropriate times during the work shift and in consideration of the appropriate time of the day. Meal breaks are to be taken on the Employer’s premises unless prior supervisor approval is obtained. Meal breaks shall not be considered as time worked.

10.13. Work Schedules. Work schedules shall cover a minimum of a two (2) week period and shall be posted at least two (2) weeks in advance of the time period covered by such schedule. Nothing in this Article shall prohibit the posted schedule from being modified upon mutual agreement of the Employer and employees involved.

ARTICLE XI – PERSONAL LEAVE OF ABSENCE

11.01. Family and Medical Leaves.

Eligibility. Eligible employees who meet the following criteria are eligible for a family or medical leave of up to twelve (12) weeks in accordance with the Family and Medical Leave Act of 1993 as amended (FMLA) according to Browns Valley Health Center corporate compliance policy.

To be eligible an employee must:

A. Have completed twelve (12) months service;
B. Have worked at least 1250 hours during the previous twelve (12) months.

Eligible employees are entitled to a leave of absence for one or more of the following reasons:

1. For birth or placement for adoption or foster care of a son or daughter, and in order to care for the child.
2. To care for the employee’s spouse, child or parent with a "serious health condition", as defined in the FMLA.
3. Because of a serious health condition that makes the employee unable to perform the functions of the employee’s job.
4. Seniority will continue to accrue under this section during the leave period and such leave shall not constitute a breach in continuous service.
5. A covered family members active duty or call to active duty in the Armed Forces.
6. To care for an injured or ill service member.

Calculating Leave Period. SFH's policy allows eligible employee twelve (12) work weeks of FMLA measured forward from the date an employee's first FMLA leave begins. For purposes of determining the amount of leave used by an employee, the fact that a holiday may occur within the week taken as FMLA leave has no effect if the employee takes leave for less than a full work week in which a holiday occurs, the holiday will not be counted as FMLA leave.

Example: An employee goes out on medical leave for his own serious health condition from May 1 to June 12. That same employee takes a leave of absence for the adoption of a child beginning October 12 of the same year. Because he had already taken 6 weeks of leave during the twelve (12) months prior to October 12, he may only take an additional six (6) weeks for the second leave.

Leave may be taken on an intermittent (not all at one time) basis or on a reduced work schedule basis where this type of leave is medically necessary, as certified by a health care provider.

Employees are entitled to the same or an equivalent job upon returning to work from FMLA leave if the employee returns to work within or at the conclusion of the twelve (12) week period.

Notification/Certification Requirements. Employees are required to provide the Employer with 30 days advance notice of the leave, except in emergency situations where the employee should provide notice as soon as practicable. In addition, the Employer will require employees to submit medical certifications of the employee’s or employee’s family member’s serious health condition. Medical certifications should be returned to a Human Resources Representative of the Employer.
Payment for FMLA Leave. FMLA leave is unpaid, except as follows:

To the fullest extent permitted by the FMLA, an employee on FMLA leave shall substitute PLT for the leave provided under the FMLA for the duration of the leave or until PLT is exhausted.

Employees who qualify for other leave programs, if any, in addition to FMLA (e.g., Workers’ Compensation, parental leave) are required to use such leave concurrently with FMLA leave.

11.02. Jury Duty. Employees shall be granted a leave of absence with pay for jury duty up to two (2) weeks in each calendar year. Pay for jury duty will be based on an employee’s regular straight time rate less the amount received for jury duty. Employees will be required to report (in person or by telephone) to the Employer when they are excused for a day or a part of a day while on jury duty. Employees shall not be required to serve a combination of work and jury duty in excess of eight (8) hours in a day. In all cases of paid jury duty leave, pay shall be owed only for regularly scheduled work hours missed due to the leave. The parameters of this section apply to petit jury duty only.

Jury pay does not include allowances for travel time nor meals. The immediate supervisor will be advised of jury duty. Time served on jury duty will not be charged against vacation time. An employee may be required to work in addition to jury duty if the cumulative hours of jury duty are less than his/her weekly scheduled hours if staffing requirements warrant. For example, a full time 40-hour employee who serves 30 hours jury duty during work week is required to work 10 hours. Any hours worked during jury duty will be scheduled in a manner that is reasonable and convenient to both the employee and the Employer.

11.03. Funeral Leave. Employees shall be eligible for funeral leave benefits upon completion of the probationary period. When a death occurs in the immediate family, defined as employee’s spouse, child, step parent, step child, mother, father, sister, brother, an eligible employee may receive up to three (3) days funeral leave with pay. For other members of the family, defined as mother-in-law, father-in-law, grandparents, grandchild, brother-in-law, sister-in-law, an eligible employee may receive up to one (1) day funeral leave with pay. Eligibility for the three (3) days leave shall be the day of the funeral, the day prior to the funeral, and the day after the funeral. Eligibility for the one (1) day funeral leave shall be the day of the funeral. Personal Leave Time may
be used to extend the leave if mutually agreed to between Employer and the employer. Any employee excused from work shall, after making written application, receive the amount of wages he/she would have earned by working during straight-time hours on such scheduled days of work for which he/she was excused. Payment shall be made at the employee's hourly rate without premiums. Funeral leave pay is due an employee only if they are scheduled to work on the requested days for the leave.

11.04. Professional Leave. Professional leave is defined as an approved leave up to six (6) months, without pay, for the purpose of improving competence. To be eligible for Professional Leave, employees must have at least three (3) years of continuous full time employment with the Employer. An employee wishing Professional Leave should make application to his/her supervisor three (3) months in advance of the starting date. The Administrator will consider each application on the basis of recommendation of the immediate supervisor and contingent upon ability to secure a replacement of the period of time. An employee returning from Professional Leave shall be re-employed in his/her former position or in an equivalent contractual position he or she occupied prior to the leave, if an opening exists. The employee's seniority shall not be affected by the granting of the Professional Leave. The appropriate step increase for the next fiscal year shall be delayed a time equivalent to the amount of leave granted. It is clearly understood that the granting of this leave lies solely at the discretion of the Employer, and should the Employer refuse to grant such leave, such refusal is not subject to the grievance or arbitration clause of this contract.

11.05. General Leave of Absence. An employee may be granted a leave of absence not to exceed ninety (90) days upon written permission from the Employer. It is clearly understood that the granting of this leave lies solely at the discretion of the Employer, and should the Employer refuse to grant such leave, such refusal is not subject to the grievance or arbitration clause of this Agreement.

11.06. Bone Marrow Donation. An employee who averages twenty (20) hours or more of work per week is entitled to a paid leave of absence not to exceed forty (40) work hours in accordance with the provisions of MN Stat. §181.945.

11.07. Uniformed Services Employment and Re-employment Rights Under 38 USC, Section 4301 et seq. Employer will provide unpaid military duty leave as defined by Federal law.
11.08. Labor Organization Leave. In accordance MN Stat. §179.19, any employee who is elected to a full time position in a labor organization shall be given an unpaid leave of absence for the duration of time holding such office, without loss of seniority or entitlement acquired as a result of employment.

11.09. School Conference and Activities Leave Pursuant to MN Stat. §181.9412. Employer shall grant up to a total of sixteen (16) hours in any twelve (12) month period to an employee to attend school conferences or classroom activities related to the employee’s child provided the conferences or activities cannot be scheduled during non-work hours. If the employee’s child receives licensed daycare services or attends pre-kindergarten or special education programs, the employee may use the leave time to attend their conference or activity related to the employee’s child or to observe or monitor the services or program, provided the conference, activity or observation cannot be scheduled during non-work hours. The employee should provide reasonable notice prior to taking a leave. The employee may choose to substitute paid vacation leave or else the leave shall be unpaid.

ARTICLE XII – HOLIDAYS

12.01. Seven (7) Paid Holidays. The following days shall be considered holidays:

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

12.02. Holiday Pay. The Employer shall pay each employee who works the holiday one and one-half (1-1/2) times the regular wage rate.

12.03. Holidays, other than Christmas, shall begin at 9:59 p.m. on the day before the holiday and end at 10:00 p.m. on the holiday day. Christmas holiday begins at 1:59pm on December 24th and shall run for thirty-two (32) hours.
12.04. **Non-Christians.** Non-Christians may substitute their holidays for an equal number of Christian holidays. Prior notification to the Employer upon hire shall be required to make this substitution.

12.05. **Flexibility in Holiday Scheduling.** Holiday coverage will be scheduled ahead of the holiday with consideration given to employee preference in working or not working holidays.

Schedules during the holiday work week may vary from regular schedule weeks in order to meet department coverage and employee needs. Thanksgiving, Christmas and New Year’s shall be scheduled on an equitable basis, but senior employees shall be given the first choice of selecting one of the three holidays they want off.

**ARTICLE XIII – PERSONAL LEAVE TIME**

13.01. Personal Leave Time is provided to allow an employee time away from work. Personal Leave Time may be used for vacation, sick leave, holidays or any other purpose that the employee may desire. Personal Leave Time is fully payable upon separation from employment, provided the employee has given two (2) weeks' notice. If an employee fails to provide two (2) weeks' notice, they shall forfeit any earned PLT.

Personal Leave Time shall be computed to the following schedule. For purposes of this provision, all hours compensated shall be used for accrual rate:

<table>
<thead>
<tr>
<th>Hours of Service</th>
<th>Personal Leave Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 2050 hours</td>
<td>3 hours for each 50 hours (6%)</td>
</tr>
<tr>
<td>2051 – 10250 hours</td>
<td>4 hours for each 50 hours (8%)</td>
</tr>
<tr>
<td>10251 – 30750 hours</td>
<td>5 hours for each 50 hours (10%)</td>
</tr>
<tr>
<td>30751 + hours</td>
<td>6 hours for each 50 hours (12%)</td>
</tr>
</tbody>
</table>

An employee shall be allowed to carry over any unused Personal Leave Time hours to the following year; as long as the total balance does not exceed two hundred eighty (280) hours. See limitations in section 13.04.
There shall be no reason needed when requesting Personal Leave Time.

13.02. Termination of Employment. Employees who elect to resign shall receive Personal Leave Time pay in lieu of Personal Leave Time to the extent that such Personal Leave Time pay has been earned to the date of termination of employment, and the employee has provided two (2) weeks' notice.

13.03. Personal Leave Time. The Employer shall post a year round Personal Leave Time schedule board for each unit or department. Employees shall be allowed to schedule Personal Leave Time periods desired, providing at least four (4) weeks' notice is given to their immediate supervisor. If more than one employee per unit or department requests the same period, seniority will prevail unless the period has been previously scheduled or approved for a less senior person. The Employer shall respond to Personal Leave Time requests within one (1) week of written request. Employees who choose not to take all their Personal Leave Time consecutively may take sporadic Personal Leave Time. Such requests shall be subject to supervisor approval.

13.04. Limitations. The maximum number of Personal Leave Time hours which may be carried forward from one year to the next is two hundred eighty (280) hours. Any excess Personal Leave Time accumulated above the carry forward limitation shall be paid out to the employee within one (1) month following his/her anniversary date.

13.05. No Personal Leave Time or leave of absence shall be scheduled during the Christmas or New Year's holidays without prior written approval of the Employer.

13.06. When an employee requests Personal Leave Time for a regular scheduled weekend to work, the Employer shall make every attempt to find replacement coverage for requested time off.

If no one volunteers to work an extra weekend, or if there is no available staff for utilization, no Personal Leave Time will be granted, unless the employee requesting such time off, trades weekends to work with other employees or the employee makes the weekend up within thirty (30) days. This makeup weekend shall be scheduled at the discretion of the Director of Nursing with
prior notice given to the employee before scheduled.

First priority in granting Personal Leave Time on scheduled weekends to work shall be given to employees requesting a block of time versus weekends only requests.

**ARTICLE XIV - MISCELLANEOUS**

14.01. Labor-Management Meetings. Labor-Management meetings shall be set at the discretion of the Union and the Employer as necessary and mutually agreed. Upon receiving prior permission, the Union may use the nursing home for its local meetings provided such meetings do not disrupt operations and care.

14.02. Job Training. The cost of any seminar or job training which is required by the Employer shall be paid by the Employer. Attendance at mandatory in-house in services scheduled outside of regular work hours will be compensated for at the appropriate hourly rate of pay; subject to supervisor approval and staff preferences. A minimum compensation of one (1) hour shall be granted. Employees who are unable to attend mandatory in-services for good faith reasons, shall notify their supervisor as soon as the in-service is announced or as soon as reasonably possible. Non-attendance will be considered an unexcused absence unless prior supervision approval is obtained. The Employer shall arrange to provide absent employees with similar in-service training at a convenient time.

14.03. Amendments. The parties agree that this contract may be amended by mutual agreement of both parties, and if amended, the amendment shall be attached to the contract addendum and signed by both parties.

14.04. Inclement Weather. In the event of inclement weather, the Administrator, or designated Employer representative will decide if emergency conditions exist. If emergency conditions exist, the following procedure will be followed:

1. Persons already in the building will be informed that emergency conditions exist and will be requested to remain at work until replacements arrive.
2. If an individual department has more than one staff on the premises, the employees in that unit may decide among themselves who will remain and who will leave, with supervisory approval. Anyone choosing to leave early will not be paid for the hours not worked.

3. Any staff requested to work will be paid for actual hours worked at either the regular rate or overtime rate, whichever is applicable.

4. All employees are paid from time of arrival to end of scheduled or requested work shift if they are instructed to report to work.

5. Distance to travel, mode of transportation, and family obligations will be considered before requesting work attendance.

6. During periods of inclement weather, employees who are unable to report for work may utilize Personal Leave Time to replace lost hours of work.

ARTICLE XV – EMPLOYEE BENEFITS

15.01. Group Comprehensive Medical Plan.
A. To be eligible to participate, an employee must regularly work 30 hours or more per week.
B. The Employer will offer a group high deductible health plan (HDHP). As of 10/01/16, the single deductible is $3,000. See benefit summary for plan details.
C. The Employer’s premium contribution will be equal to 100% of the elected single HDHP’s monthly premium rate.

15.02. Group Health Savings Account (H.S.A.).
A. To be eligible to participate, an employee must:
   i. regularly work 30 hours or more per week;
   ii. be enrolled into at least a single coverage plan under the employer’s HDHP;
   iii. not be claimed as another person’s tax dependent;
   iv. not be entitled to Medicare benefits;
   v. have coverage under a health plan that qualifies as a HDHP; or has other insurance permitted by law (the Code or IRS regulation) if the health coverage is not
under the employer's HDHP;

vi. if married, have a spouse that does not have any non-HDHP family coverage.

B. Each month the Employer will contribute the monthly amount as determined in St. Francis Health Services' group H.S.A. Plan on behalf of each employee who is eligible that month. As of 10/01/16, $150 per month per eligible employee will be contributed.

15.03. Life Insurance. All employees who work an average of 70 or more hours per pay period on a regular basis and have completed the 60 day waiting period are eligible to participate in our employer-paid group life insurance plan. Employees going from less than seventy (70) hours to more than seventy (70) hours can enroll the 1st of the month following the change in status as long as the 60 day waiting period has been met. Once you have completed the application, you will be enrolled on the first of the month following or coinciding with your eligibility.

15.04. Pension Plan. Employer provides a 401(a) Pension Plan for all eligible employees. Eligibility is defined as an employee who:

1. has completed one year of service and has met 1000 hours in the first year of employment;
2. met 1000 hours or more per calendar year; and
3. has attained the age of 21.

The vesting schedule is as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vesting Percentage</th>
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</thead>
<tbody>
<tr>
<td>Less than 2</td>
<td>0%</td>
</tr>
<tr>
<td>2 but less than 3</td>
<td>20%</td>
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<tr>
<td>3 but less than 4</td>
<td>40%</td>
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<td>4 but less than 5</td>
<td>60%</td>
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<tr>
<td>5 but less than 6</td>
<td>80%</td>
</tr>
<tr>
<td>6 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

15.05. Voluntary Benefits.

A. The Employer has adopted the St. Francis Health Services’ Voluntary Benefit Plan. See benefit plan summaries for details.
B. To be eligible to participate, an employee must be regularly scheduled to work 60 hours or more a pay period.
C. The employee pays 100% of the premium of the benefit plan/she/ he/she elects.
D. The employee cannot modify his/her annual elections unless a change in family status, as defined by the regulations, occurs.

ARTICLE XVI – SUCCESSIONSHIP CLAUSE

This Labor Agreement shall be binding upon the parties hereto and their successors and assigns for the Employer and Union, but in no event shall the present Employer or Union be liable for the actions of any successor Employer or Union in recognizing or failing to recognize the terms of this collective bargaining agreement.

ARTICLE XVII – DRUG AND ALCOHOL POLICY

No employee shall use, sell, solicit, possess or transfer drugs or alcohol while working or while on and Employer premises (including parking lots) or Employer work sites, wherever located. No employee shall report to or be at work under the influence of drugs or alcohol, wherever such work is being performed, including off Employer property. No employee shall operate any Employer vehicle, machinery, equipment, or property at any time, or any private vehicle while used in furtherance of the Employer's business, while using or under the influence of drugs or alcohol. These rules shall not apply to the employee’s possession and proper use of legal drugs prescribed for him or her. The Employer may conduct drug and alcohol testing of employees according to the provisions of the Minnesota Drug & Alcohol Testing in the Workplace Act.

Confidentiality. All information obtained through drug and/or alcohol testing will be treated confidentially and disclosed only as allowed by Minnesota law.
ARTICLE XVIII – FITNESS FOR DUTY EXAMINATIONS

The Employer shall have the right, at its expense, to require an employee to undergo a physical or mental examination to determine the employee’s fitness for duty. The Employer shall invoke this right only if there are reasonable grounds to question the employee’s fitness for duty. The employee shall sign whatever releases or authorizations the examiner may require to permit the examiner to report all findings and opinions as to the employee’s fitness for duty to the Employer. The examiner shall not conduct any drug or alcohol testing unless the Employer has complied with the Minnesota Drug and Alcohol Testing in the Workplace Act.

ARTICLE XIX – HANDGUN AND FIREARM POLICY

No employee shall use or possess a handgun or firearm while on duty, while on Employer property, or while in an Employer vehicle.

ARTICLE XX – NO GUARANTEE OF HOURS

Nothing in this Agreement shall be construed as a guarantee that any or all of the employees shall be entitled to work any minimum number of hours or work. It is agreed that no employee shall enjoy any guaranteed number of work hours.

ARTICLE XXI – RATES OF PAY

21.01. Wage Schedules. The wage levels set out in Exhibit A apply to each job description and classification within the bargaining unit. Each level advancement occurs upon successful completion of the preceding level and a step in level shall be awarded upon the attainment of each 2,080 paid hours.

1. A $0.50 per hour differential shall be paid for all time worked as a TMA or charge person.
2. A $0.50 per hour differential shall be paid for all time worked as a Cook.
21.02. Overtime Pay. Employees shall be compensated at an overtime rate of one and one-half (1-1/2) times the regular rate of pay for hours worked in excess of eight (8) hours in any day or eighty (80) hours in any two week period. Said overtime shall be granted for hours actually worked and do not include Personal Leave Time, other leave time or comp time.

1. **Calculation.** Overtime shall be calculated to the nearest fifteen (15) minutes.
2. **Paychecks shall be issued every two (2) weeks.**

21.03. **Longevity.** Fifteen cents ($0.15) per hour for those employees at the top of the wage scale, upon completion of each additional 2080 hours.

21.04. **Mentors.** A one dollar ($1.00) per hour differential shall be paid for all authorized time worked as a Mentor.

**ARTICLE XXII – NO STRIKE PROVISION**

The parties agree that there shall be no strike, picketing, work stoppage or lockout during the term of this Agreement.

**ARTICLE XXIII – WAIVER AND ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively 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 they negotiated or signed this Agreement.
ARTICLE XXIV – DURATION AND RENEWAL

This Agreement shall be in full force and effect from October 1, 2016 through September 30, 2019. This agreement shall continue in full force and effect from year to year and thereafter until a successor agreement is reached unless written notice of desire to change or modify or terminate the Agreement is given by either party to the other at least ninety (90) but no more than one hundred and twenty (120) days prior to the expiration date of the Agreement.

Either party in the event the Value-Based Reimbursement (VBR), MN statutes 256B.441, Laws of Minnesota 2015, chapter 71, article 6, sections 9, 11-35, and 41-44, is repealed or modified in regard to the rate setting procedures for Care Related Costs, Other Operating Costs and External Fixed Costs, this agreement may be reopened for purposes of bargaining for modifications of the Wages and Health and Welfare benefits with ninety (90) days written notice to the other party.
IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed.

For: Browns Valley Health Center

Scot Allen, VP of Senior Services

Cami Peterson-DeVries,
Regional Director

Autumn Roark, Administrator

For: International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Dave Elwynck, Business Representative

Paula Pistorius, Steward

Debra Dombrowski, Steward

Date: 12/27/11

Date: 12/11/2014

DE/jcb/opeiu#12
Contracts/Browns Valley

32
EXHIBIT A – WAGES

NURSING ASSISTANTS, TRAINED MEDICATION AIDES, THERAPY AIDES:

<table>
<thead>
<tr>
<th>Year of Employment</th>
<th>Rate of Pay Effective 6/13/2016</th>
<th>Rate of Pay Effective 10/01/2017</th>
<th>Rate of Pay Effective 10/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start-2070</td>
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<td>$11.48</td>
<td>$11.94</td>
</tr>
<tr>
<td>2,080 – 4,160 hours</td>
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<tr>
<td>31,201 – 33,280 hours</td>
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<td>$14.04</td>
<td>$14.60</td>
</tr>
</tbody>
</table>

Every 2080 hours over scale (33,280+) is $0.15 step up increase.

*A fifty cent ($0.50) per hour differential shall be paid for all authorized time worked as a TMA.

**A one dollar ($1.00) per hour differential shall be paid for all authorized time worked as a Mentor.
UNIT AIDES:

<table>
<thead>
<tr>
<th>Year of Employment</th>
<th>Rate of Pay Effective 9/01/2016</th>
<th>Rate of Pay Effective 10/01/2017</th>
<th>Rate of Pay Effective 10/01/2018</th>
</tr>
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<tbody>
<tr>
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<td>$9.50</td>
<td>$9.75</td>
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</tr>
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<td>2,080 – 4,160 hours</td>
<td>$9.57</td>
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<td>31,201 – 33,280 hours</td>
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<td>$10.38</td>
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</table>

Every 2080 hours over scale (33,280+) is $0.15 step up increase.
LAUNDRY EMPLOYEES, HOUSEKEEPING EMPLOYEES, ACTIVITY AIDES, DIETARY AIDES:

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<thead>
<tr>
<th>Year of Employment</th>
<th>Rate of Pay Effective 9/01/2016</th>
<th>Rate of Pay Effective 10/01/2017</th>
<th>Rate of Pay Effective 10/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start – 2,079 hours</td>
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<td>16,641 – 18,720 hours</td>
<td>$11.36</td>
<td>$11.70</td>
<td>$12.05</td>
</tr>
<tr>
<td>18,721 – 20,800 hours</td>
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<td>20,801 – 22,880 hours</td>
<td>$11.71</td>
<td>$12.06</td>
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<td>22,881 – 24,960 hours</td>
<td>$11.82</td>
<td>$12.18</td>
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<td>24,961 – 27,040 hours</td>
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<td>27,041 – 29,120 hours</td>
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<td>29,121 – 31,200 hours</td>
<td>$12.31</td>
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<tr>
<td>31,201 – 33,280 hours</td>
<td>$12.47</td>
<td>$12.84</td>
<td>$13.23</td>
</tr>
</tbody>
</table>

Every 2080 hours over scale (33,280+) is $0.15 step up increase.

*A fifty cent ($0.50) per hour differential shall be paid to Dietary Aides for all authorized time worked as a Cook.

**A one dollar ($1.00) per hour differential shall be paid for all authorized time worked as a Mentor.
### COOKS:

<table>
<thead>
<tr>
<th>Year of Employment</th>
<th>Rate of Pay Effective 10/01/2016</th>
<th>Rate of Pay Effective 10/01/2017</th>
<th>Rate of Pay Effective 10/01/2018</th>
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<tbody>
<tr>
<td>Start – 2,079 hours</td>
<td>$10.35</td>
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<td>2,080 – 4,160 hours</td>
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<td>4,161 – 6,240 hours</td>
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<td>10,401 – 12,480 hours</td>
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<td>$11.61</td>
<td>$11.96</td>
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<tr>
<td>31,201 – 33,280 hours</td>
<td>$12.89</td>
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<td>$13.67</td>
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</table>

Every 2080 hours over scale (33,280+) is $0.15 step up increase