AGREEMENT

between

WEST WIND VILLAGE

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 between West Wind Village, hereinafter referred to as the "Employer" and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the "Union".

AFFIRMATIVE ACTION STATEMENT

All terms and provision of the West Wind Village’s Affirmative Action Plan required and approved by the State of Minnesota, Department of Human Rights, pursuant to Minnesota Statute Chapter 363, shall be incorporated into this collective bargaining agreement by reference. All terms and conditions and interpretations thereof set forth in this collective bargaining agreement shall conform with all local, state and federal equal opportunity and affirmative action rules and regulations.

The Union and the Employer agree neither will not discriminate against any employee because of gender, age, race, religion, color, creed, marital status, disability, national origin, status with regard to public assistance, ancestry or sexual orientation.

ARTICLE I – RECOGNITION

1.01. The Employer recognized the Union as the sole and exclusive collective bargaining representative of all full time and regular part time non-professional and technical employees, including the licensed practical nurses, nurses’ aides, registered (NAR), cooks, dietary aides, activity aides, maintenance employees, housekeeping aides, trained medication aides, and laundry aides employed by the Employer at its 1001 Scotts Avenue, Morris, Minnesota facility; but excluding professional employees, confidential employees, guards, supervisors as defined in the Act, and all other employees of the Employer.

ARTICLE II – DEFINITIONS

2.01. Full time employees shall be defined as those employees regularly scheduled to work at least seventy (70) hours during a two (2) week pay period.
2.02. Part time employees shall be defined as those employees regularly scheduled to work less than seventy (70) hours during a two (2) week pay period.

2.03. West Wind Village will also employ Second Schedule employees. Second Schedule employees are not scheduled employees but are hired to cover leaves of absences, PLT, or staffing shortages. Second Schedule employees shall be utilized only if available hours cannot be reasonably covered by regularly scheduled staff without accruing significant overtime or experiencing scheduling problems. Second Schedule employees shall not be subject to the provision of this bargaining agreement.

ARTICLE III – PROBATIONARY PERIOD

3.01. Upon commencement of employment, employees shall serve a probationary period of five hundred (500) hours. Employees shall have no seniority rights during the probationary period. Upon completion of the probationary period, an employee will be credited with seniority from his or her starting date. New employees shall participate in West Wind’s orientation and training programs.

3.02. An employee may be dismissed with or without cause during the probationary period.

3.03. Upon hire or at orientation new employees shall receive a copy of this collective bargaining agreement from the Union. Grievance or concerns of probationary employees are not subject to the collective bargaining agreement, but shall be addressed as specified in West Wind’s general employment policy. A Union Steward will meet with new union employees during the employee’s orientation. West Wind Village will provide a list of new hires as they occur to the Union Steward.
ARTICLE IV – SALARY

4.01. The wage schedule for employees covered by this Agreement shall be set forth as Schedule A. attached hereto and incorporated as part of this Agreement.

4.02. New employees in any classification may receive experience credit upon commencement of employment for wages only under the following conditions:

1. Credit may be allowed for previous health care employment.
2. Credit may be given at 50% up to five (5) years (10,400 hours) maximum if the employee demonstrated ten (10) years (20,800 hours) or more of applicable employment at the discretion of the administrator.
3. Credit, if allowed, will be for previous employment in the classification being hired for.
4. Verified proof of experience is required before any experience credit is approved. Experience credit is implemented on the employee’s first (1st) working day of verification.

4.03. Differentials.

4.03a. Employees who work on the evening shift shall be paid an additional forty cents ($0.40) per hour. Employees who work the night shift shall be paid an additional fifty-five cents ($0.55) per hour.

Nursing employees who work on the evening shift shall be paid an additional two dollars ($2.00) per hour. Employees who work the night shift shall be paid an additional two dollars ($2.00) per hour.

4.03b. An LPN who is designated a “charge nurse” for the entire building when a RN is unavailable to be scheduled shall receive an additional seventy-five ($0.75) cents per hour worked. (Charge nurse is defined as an individual responsible for all direct care to residents throughout the facility in accordance with the established medical care plan as directed by the residents physician and within the policies of West Wind Village.

4.03c. Dietary Aides working as a cook will earn $1.50 extra per hour to base wage. Dietary Aides working as a baker will earn $0.50 extra per
hour to base wage.

4.03d. An employee who works a shift on a weekend the employee originally would otherwise have had off, pursuant to Section 6.06a., of this contract shall be entitled to an additional $3.00 per hour worked.

1. An employee who requests to work an additional weekend shift or who, at his her request, trades weekend shifts or is scheduled to work a previously missed weekend shift, will not be eligible for a bonus under this section.

2. To receive the weekend bonus, the employee must use the system in place and have it to the Human Resources office during the two (2) week pay period. Payment will be forfeited if this process is not followed.

3. If the employee has a tardy or absence and the employee is also receiving a bonus for the pay period, the employee will lose one (1) bonus per each tardy or absence. A bonus is extra money owed to the employee above their base rate of pay, excluding shift differentials and PLT.

4.03e. Employees required to carry/respond to the West Wind Village emergency after hours phone shall rotate assignment of the phone on a weekly basis. Employees will be compensated at a rate of fifteen dollars ($15.00) per day or one hundred and five dollars ($105.00) per week.

4.04. Three (3) working days shall be allowed the Employer to compute and distribute the payroll. The payroll will be made on a biweekly basis. Payroll cut off periods are every other Sunday at the end of the PM shift. Payday is the Thursday following the payroll cut off period. Checks will be mailed out the Wednesday prior to payday. Paychecks will not be issued prior to regular payday unless authorized by the administrator. Salary advances will not be made to anyone.

If a holiday is on a Monday, Tuesday, Wednesday, or Thursday of a paycheck week, the paycheck will be available at 8:15 A.M. on Friday for all employees (including night staff).
4.05. A Mentor is a designated employee who meets defined criteria and is a resource of knowledge and support to enhance engagement of all staff. A Mentor shall earn a differential of an extra one dollar ($1.00) per hour to the base wage for all hours worked.

**ARTICLE V – HOURS OF WORK**

5.01. The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen [14] consecutive days). Employees shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of eight (8) hours per day, or eighty (80) hours per two (2) week period. The basic work period for employees who are regularly scheduled for shifts that are more than eight (8) hours shall be forty (40) hours in a calendar pay period week, upon mutually agreed to by the Employer and the employee.

5.02. The Employer shall establish work schedules setting forth the hours of work for employees subject to this agreement.

5.03. Employees shall receive a fifteen (15) minute break for each full four-hour period of work, without reduction in pay. Employees scheduled to work a shift consisting of eight (8) hours shall receive an uncompensated meal period of thirty (30) minutes duration. Paid breaks shall be taken on the premises.

5.04. Employees shall be notified of mandatory overtime by the department head or charge person, with as much advance notice as possible.

5.04a. At no time shall the Employer be left without sufficient number of employees to do the work. In order to meet the Employer’s scheduling needs, the Employer may require an employee who is at work to remain and work the next shift or a part thereof.

5.04b. If it becomes necessary to fill hours by mandating, the employer will start with the qualified employees on site in accordance when the last unscheduled shift was worked.
5.04c. Employees working on a normally scheduled day off cannot be required to work mandatory overtime.

5.04d. Employees that are required to stay over for mandatory overtime shall work continuously, up to a maximum of four (4) hours.

5.04e. If no one is available that is working at West Wind Village, the open shift will be offered to employees not currently working.

5.04f. Employees who are mandated and refuse shall be considered insubordinate and will be disciplined under the Employers progressive discipline policy, except for circumstances listed under 5.04g and 6.06d.

5.04g. Exceptions. Documentation may be required by the Employer if you are unable to work mandated hours because of:

1. Non West Wind Village 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.

5.04h. Employees shall not be mandated until they have completed thirty (30) calendar days of employment. The training period shall not exceed eighty (80) hours.

5.04i. No employees shall work overtime without prior approval of the department head or in nursing, the charge nurse. The supervisor must approve, using the system in place, the employees, overtime prior to the end of the pay period.

5.04j. The mandatory overtime issues in this Article will not apply in emergency staffing situations.

5.05. If an employee is called back to work outside his/her normal schedule, the employee shall be given a minimum of one (1) hours work or pay. The
employee is required to punch in and use the system in place explaining the reason for payment. The employees’ supervisor must approve the request for the employee to work outside his/her schedule.

**ARTICLE VI – SCHEDULING**

**6.01.** Work schedules shall cover a two (2) week period and shall be posted at least two (2) weeks in advance of the time 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.

**6.01a.** It is the understanding of the parties that the nursing assistants registered (NARs) shall be rotated to all wings.

**6.02.** In establishing work schedules, the Employer will give preference to senior employees insofar as is practicable and consistent with efficient Employer management.

**6.03.** Employees with special scheduling requests must notify the Employer of such requests. The Employer shall use the system in place for proper notification. Scheduling requests must be made at least two (2) weeks prior to the time the schedule is posted. The Employer will honor requests when possible.

**6.04.** Employees desiring to exchange shifts must use the system in place, and both parties should sign. The nursing scheduler has the authority to approve and/or deny the proposed exchange, such approval shall not be unreasonably withheld.

**6.05.** When the posted schedule must be modified due to changes in the census level, case mix, or other factors affecting the need for employees, the Employer shall notify the affected employees as soon as possible. If an employee is not notified of a scheduling change before he or she arrives at work pursuant to the original schedule, that employee shall work as scheduled on the original schedule of the day.
6.06. As a general pattern of scheduling work:

6.06.a. Employees will be placed on the schedule for their normal hours in accordance with the following:

1. Employees will work alternate weekends (Saturday and Sunday). [Night shift: Friday and Saturday nights.] The scheduled work week need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week provided that not more than ten (10) days of work are scheduled in any two (2) work weeks.

2. Employees will not be required to work more than two (2) of three (3) shifts (days, PM or nights) during a fourteen (14) day period.

3. Employees shall not be required to work more than seven (7) consecutive days.

4. There shall be at least twelve (12) hours between assigned shifts (days, PM or nights) except on days prior to scheduled days off.

5. The above general provisions may be modified by mutual agreement of the Employer and employee or if necessary to meet staffing needs. Every effort will be made to comply with the general provisions.

6.06.b. Full-time employees, whom are regularly scheduled seventy (70) hours or more during a two (2) week pay period, shall not be mandated on their scheduled days off.

6.06.c. In the event extra hours become available on short notice, (after the schedule has been posted), the employer will offer the available hours to employees in the department first. Management reserves the right to schedule employees in such a manner that overtime not be triggered unless absolutely necessary to staff the facility.

In the event no employees sign up, management reserves the right to schedule to ensure staffing needs. Management reserves the right to schedule in order to avoid the creation of overtime.
6.06d. An employee may be excused from being assigned an open shift under the following circumstances:

1. Non West Wind Village 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.

6.06e. A nurse will be considered prior to a TMA for filling an open shift.

6.07. Employees required to attend in-services shall be paid at the applicable rate of pay. In-services will be scheduled at various times to accommodate as many employees as possible. Employees shall punch in for the in-service using the in-service code on the time clock. If the employee works the shift prior to the in-service, the employee shall re-punch under the in-service code. The employee must sign the in-service attendance sheet.

**ARTICLE VII – PERSONAL LEAVE TIME**

Personal leave time is provided to allow an employee time away from work. Personal leave time may be used for vacations, sick time, holidays or any other purpose that the employee may desire.

Personal leave time is computed at the following rates for hours employed:

- 0-2,050 hours accrues 3 hours PLT for each 50 hours worked
- 2,051-10,250 hours accrues 4 hours PLT for each 50 hours worked
- 10,251-30,750 hours accrues 5 hours PLT for each 50 hours worked
- 30,751 + hours accrues 6 hours PLT for each 50 hours worked

An employee may take his/her earned personal leave time upon completion of five hundred (500) hours of service. Personal leave time may be accumulated up to three hundred and twenty (320) hours. Upon termination of employment the employee will receive the total amount of earned PLT if
proper notice was given to the employer and the termination is not involuntary for misconduct.

Personal leave time shall be scheduled throughout the year in order to staff each department and meet the needs of the residents. Since replacements must be found for individuals on personal leave, management reserves the right to allocate PLT in such a way that not too many individuals are gone at one time.

Employees shall receive PLT pay based upon their current straight time rate of pay, excluding shift differential.

7.01. The following days shall be considered holidays:

- New Year's Day
- Easter Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

For the purposes of pay, with the exception of Christmas and New Year's, the foregoing holidays shall commence on the beginning of the night shift on the day prior to the designated holiday, and shall end at the close of the afternoon shift on the designated holiday. Christmas and New Year's shall commence with the afternoon shift on December 24 and December 31, respectively, and shall end at the close of the day shift on December 25 and January 1, respectively.

7.01a. Employees who are required to work on a recognized holiday shall be paid two times their straight rate of pay for all hours worked during a recognized holiday.

7.01b. Employees who do not work on the holiday shall be paid, upon their request, by using accrued personal leave time, or the employee may choose to receive no pay for the day.
7.01c. An employee will not be eligible for holiday pay if he or she is absent on the scheduled or picked up day preceding, following, or the day of the holiday unless approved by the Administrator.

7.01d. Employees shall be entitled to a free meal on holidays. The free meal shall consist of what is available in the kitchen after the needs of the residents have been met. The night shift will have food left in the large refrigerator in the main dining room.


7.02a. A bidding process shall be utilized for vacation scheduling. The bidding process will be from the first (1st) full work week of January through the third (3rd) full work week of January each year. Employees may submit their vacation bid earlier. Employees may bid up to ten (10) days’ vacation during this bid period. Vacations shall be allocated based on seniority and staffing needs. The Employer will respond within twenty-one (21) calendar days after the close of bidding with the vacation allocation. Normal scheduled days off will be part of vacation but not included in the allocation. West Wind Village reserves the right to allocate vacations in such a way that not too many people are gone at one time. However, seniority and timeliness of vacations are considered as much as possible. Employees will receive their straight rate of pay for all vacation taken.

7.02b. Vacation Scheduling Outside of the Bidding Process. After the close of the vacation bidding process, vacation will be allocated on a first (1st) asked first (1st) served basis. Any amount of vacation time earned may be asked for. The employer will respond to each request for vacation within fourteen (14) calendar days from submittal. Ties for vacation will be broken by seniority and then by submission.

7.03. PLT shall be scheduled within twelve (12) months following the employee’s anniversary date of employment. The employee may carry over a maximum of three hundred and twenty (320) hours of PLT into the next year, if the employee has taken at least seventy (70) hours of PLT in the previous twelve (12) months.
7.04. Employees utilizing PLT benefits shall receive PLT based upon their current straight time rate of pay, excluding shift differential. The employee must request use of PLT benefits using system in place at the end of the biweekly pay period for which pay is requested.

7.05. Employees who resign their employment and have given proper two (2) week notice will be paid for all earned PLT benefits. Employees who are terminated for gross misconduct are not eligible for payment of PLT.

Sick Pay:

7.06. Sick Leave benefits, that current employees have earned before October 1, 2009, shall be payable only in cases of illness or injury of the employee or the employee’s immediate family. Employees shall not be eligible for sick leave benefits for illness or injury covered under the Minnesota Workers" Compensation Act.

To be eligible for sick leave benefits, an employee must, on the day shift, report the absence to his / her department head or supervisor at least two (2) hours before scheduled time on duty; other shifts report absence at least four (4) hours before scheduled time on duty. The Employer may request reasonable evidence of illness in all cases of absence from work, regardless of whether the employee receives sick leave benefits for such absence. The Employer may also require a physician’s certification that an employee is capable of returning to work in all cases of absence. Sick leave will not be granted for an absence from work on the day immediately preceding or following a holiday or vacation unless satisfactory evidence of illness is presented. Sick leave will not be paid to employees receiving benefits from workers’ compensation. Sick leave benefits will not be paid to employees receiving PLT. Employees who receive workers’ compensation wages for the first three (3) days of absence due to workers’ compensation injury shall be required to forfeit additional sick leave accrual to compensate for any sick leave benefits paid which become compensated by workers’ compensation wages.

7.06a. Employees who are sick on a scheduled weekend may be required to work another weekend, within a four (4) week period.

7.07. PLT Cash Out. Employees will be allowed to cash out PLT under limited terms. West Wind Village believes the PLT benefit should be used to take time
away from work. However, there may be times when an employee accrues more than can reasonably be taken off. Therefore, employees will be allowed to cash out their PLT within the following limitations:

1. Full-Time employees may cash out any PLT accrued in excess of 70 hours at 100%
2. Part-Time employees may cash out any PLT accrued in excess of 35 hours at 100%

Requests for PLT cash out shall be submitted to the HR Director using the designated form. PLT cash out will occur simultaneously with a normal pay period and never as a separate check issuance.

**ARTICLE VIII – LEAVES OF ABSENCE**

8.01. Family and Medical Leaves, in accordance with the Family and Medical Leave Act of 1993 as amended (FMLA).

8.02. Jury Duty. When an employee receives notice of jury duty, he / she shall notify his / her supervisor at once. He / she will be given leave for such jury duty and will be made whole for loss of pay, to a maximum of ten (10) days, during a scheduled work period. He / she will report for work whenever his / her jury duty does not conflict at a time or times convenient to the employee as agreed to by the Employer and the employee providing the employee works enough in the pay period(s) such that his or her jury time and work time equal the number of regularly scheduled hours for the pay period(s). Employees will not be required to perform a combination of jury duty and work at the Employer in excess of eight (8) hours per day. In making the employee whole, his / her wages will be computed as if he / she had worked on the first shift at straight time and be paid in full therefore, minus any amount evidenced by his / her jury duty check. The employee shall be required to present the jury duty check to the business office. The business office shall reimburse for the mileage in addition to wages paid as indicated on the check. In no event shall jury allowance be made in any one (1) year to an employee for over two (2) weeks of such service. Employees will be eligible upon completion of the probationary period.
8.03. **Personal Leave.** Employees may request, in writing at least one (1) month in advance, to the extent possible, a personal leave of absence for reasons other than illness by submitting a request in writing to West Wind Village. Such request may be granted at the discretion of the West Wind Village Administrator. No leave of absence shall be granted for gainful employment.

8.04. **Bone Marrow Donation.** In accordance with the provisions of Minn. Stat. §181.945.

8.05. **Uniformed Services Employment and Reemployment Right.** Under 38 U.S.C. §4301 et seq.

8.06. **Leave for Full-Time Position in a Labor Organization.** In accordance with Minnesota statute §179.19.


8.08. **Time off to Vote.** In accordance with Minn. Stat. §204C.04.

8.09. **Victim of Violent Crime Leave.** In accordance with Minn. Stat. §611A.036.

**ARTICLE IX – FUNERAL PAY**

9.01. Employees shall be eligible for funeral leave benefits upon completion of the probationary period.

9.02. When a death occurs in the immediate family, defined as employee’s spouse, child, stepparent, stepchild, stepsister, stepbrother, 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, son-in-law, daughter-in-law, or significant other an eligible employee may receive up to one (1) day funeral leave with pay. The name of the significant other must be listed on the employee’s emergency contact list, which is filed in the Human Resource Director’s office, to be eligible for this benefit. Eligibility for the three (3) day leave shall be any three
(3) days the employee was scheduled to work in the period beginning with the
date of death ending fourteen (14) calendar days later, and the employee shall
provide proof of death in the form of a funeral card, death certificate or a death
notice to the personnel manager. Eligibility for the one (1) day funeral leave shall
be the day of the funeral. Available vacation time may be used to extend the leave
if mutually agreed to between the Employer and employee.

9.03. 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.

ARTICLE X – DISCIPLINE AND DISCHARGE

10.01. The employer shall not discharge, suspend, or discipline, an employee
without just cause. Discipline is corrective rather than punitive, and
disciplinary steps shall be on a twelve (12) month period as follows:

1. Verbal
2. Written
3. Suspension
4. Termination

Steps in the action process may be skipped, depending on the frequency and
magnitude of the infraction. Corrective action is part of the employee’s record.
Union will be copied with all corrective action reports.

10.02. Absenteeism and Tardiness. Employees’ absenteeism and tardiness
negatively affects the ability of the nursing facility to provide high quality care
to residents on a consistent basis. While absenteeism and tardiness has many
causes, it creates additional burdens for employees who do report to work,
and increases the potential for hazardous situations in a facility with large
numbers of ill or infirmed residents. Absenteeism and tardiness includes not
only absence and tardiness from work, but late reporting for a scheduled shift,
unauthorized extension of a meal or rest break period, or leaving early.
Corrective measures utilized by this program are designed to correct employee attendance by using the least severe penalty possible to remedy the problem, relying on more severe penalties in the event the matter is not resolved voluntarily by the employee. All notices will be recorded in the employees personnel file. Any absenteeism or tardiness notice imposed as a result of excessive absenteeism and/or tardiness is based on frequency of occurrence, rather than the actual number of days involved. The following rules shall apply:

10.02a. Tardiness/Early Leave. A tardy occurrence is defined as:

1. Being late for work for a period of more than seven (7) minutes from scheduled start time, and or
2. Leaving work more than seven (7) minutes before scheduled stop time, without prior supervisor approval, based on the system in place. The following correction measures will be applied:

   A. Upon four (4) tardy occurrences within a rolling three (3) month period, an oral warning will be issued.
   B. Upon five (5) tardy occurrences within a rolling three (3) month period, a written warning will be issued.
   C. Upon six (6) tardy occurrences within a rolling three (3) month period, a suspension will be issued.
   D. Upon seven (7) tardy occurrences within a rolling three (3) month period, the employee will be terminated.

10.02b. Absences. An absence is defined as missing an entire scheduled shift. The following corrective measures will apply:

   A. Upon four (4) absences within a rolling six (6) month period, an oral warning will be issued.
   B. Upon five (5) absences within a rolling six (6) month period, a written warning will be issued.
   C. Upon six (6) absences within a rolling six (6) month period, a suspension will be issued.
   D. Upon seven (7) absences within a rolling six (6) month period, the employee will be terminated.
10.02c. "No Call/No Show." The failure of an employee to report to work for the full shift without calling or without prior approval from the immediate supervisor, will be recorded as a "no call/no show." An employee with two (2) no call/no shows will be discharged. The first no call/no show will be counted as an occurrence of absence and placed in the employee's file. The second no call/no show, no matter how much time passes since the first, will result in discharge. If there are extraordinary circumstances that prohibit an employee from contacting the facility, they will be given the opportunity of meeting with the Administrator to provide an explanation. Only the Administrator will have the authority to excuse a "no call/no show."

10.02d. Recording Procedure. If you are going to be absent, you must notify your supervisor at least four (4) hours before your shift begins (two (2) hours for the day shift). If you are going to be tardy, you must notify your supervisor before your shift begins. This procedure shall be applicable to all departments. If your supervisor is unavailable (example: off-work hours, weekend, etc.), the employee will only be required to notify the person in charge of the building. In no circumstances will an employee be required to find his/her own replacement for an absence.

An employee must speak with the person in charge of the facility at the time of the call-in. A voice mail is not acceptable when notifying the facility that you will not be able to report for your scheduled shift.

10.02e. Absence for Medical Condition. Any absence for a medical condition not covered by FMLA or preapproved Personal Leave of Absence shall be recorded as follows:

A. If the absence is for three (3) or fewer consecutive days, even if one is an unscheduled work day: One (1) occurrence.
B. Consecutive days off for the same reason are defined as one (1) absence.

10.02f. Policy Exceptions. Employees absent due to an approved FMLA leave of absence, medical leave as outlined in Section 8 of this Agreement, a work related injury, scheduled time off, personal leave
time, jury duty, bereavement leave, military leave, Minnesota Statute 181.9413 (care of relatives and safety leave) or leave for union business authorized by this Agreement will not be recorded as being absent for purposes of this policy. Employees prevented from reporting to work due to emergency weather conditions which affect the entire facility will not be considered to be absent or tardy if they telephone the facility and report their inability to come to work on time. The Administrator will make the determination when an emergency weather condition occurs.

10.02g. Weekend Call-Ins. If an employee calls in on their scheduled weekend, they will automatically be scheduled for the same shift within the four (4) weeks as a make-up weekend. If the facility does not require the hours within four (4) weeks, the make-up obligation is waived.

10.03. The following misconduct shall constitute just cause for discipline, including immediate discharge, outside the progressive discipline policy under 10.02.

1. Physical or verbal abuse of a resident, visitor, or employee. "Verbal abuse" shall be defined as conduct directed to a resident which violates the rights of a resident under federal, state, or local law or other codes of conduct applicable to employees.

2. Breach of confidentiality.

3. Insubordination. Defined as refusal to comply with a reasonable order of a supervisor having the authority to give such an order.

4. Being upon the premises while under the influence of, or while in possession of, or the use of alcohol or controlled substances.

5. Malicious destruction of the Employer's, a resident's, or staff member's property.

6. Falsifying time record information, or making an entry on another employee's time card.

7. Gross inattention to resident care.

8. Substantiated acts of discrimination or harassment.


The foregoing shall not restrict the rights of the Employer to summarily discipline (outside of the progressive discipline steps) or discharge employees for other forms of serious misconduct.
10.04. Employees electing to resign will give the Employer fourteen (14) days written notice of such intended resignation, and shall continue in the Employer’s active service during this period, unless mutually agreed otherwise between the Employer and the employee. Employees shall not be permitted to schedule or utilize vacation benefits during the notice period, unless prior written approval is given by the Employer.

10.05. The Employer will provide written notice of suspension or discharge of an employee to the employee and to the Union.

10.06. Upon an employee’s written request, the employee may review his / her personnel file. The Employer shall allow review of the file within seven (7) days of the employee’s request, and upon request for copies, they shall be furnished.

10.07. In connection with the Employer investigatory interviews of an employee in which the employee reasonably believes is for the purpose of obtaining facts to support the probability of disciplinary action, an employee, upon his / her request, shall be entitled to have a representative of the Union present. This section is not subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE XI – GRIEVANCE AND ARBITRATION**

11.01. A grievance is hereby defined as any claim by either party relating to the interpretation of or adherence to the terms and provisions of this Agreement.

11.02. The steps in the grievance procedure are as follows:

- **Step 1.** The employee will informally discuss the grievance with the employee’s department head and/or immediate supervisor.

- **Step 2.** If the grievance is not resolved under Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the contract, and shall state the facts giving rise to the grievance. Such written grievance shall be submitted to the Administrator. The written
grievance must be submitted to the Administrator within ten (10) calendar days (excluding Saturday, Sunday and holidays recognized by this Agreement).

Within twenty (20) calendar days following receipt of the grievance by the Administrator, representatives of the Employer and the Union shall meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

**Step 3.** If the grievance is not resolved in Step 2, then either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer within ten (10) calendar days following the Step 2 meeting.

**11.03.** If no agreement is reached, an arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service.

**11.04.** The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance, and the arbitrator shall have no power to decide any other issue. The award of the arbitrator shall be made within thirty (30) days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union. The award of the arbitrator shall be final and binding upon the Union, West Wind, and the employees involved.

**11.05.** The time limits set forth herein relating to the time for filing a grievance and a demand for arbitration shall be mandatory. A failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.
ARTICLE XII – SENIORITY

12.01. Seniority shall be based upon the total number of hours compensated since the employee’s most recent date of employment.

12.02. Seniority shall be separate for each classification covered by this Agreement. Where an employee changes a classification, employees shall start at the beginning of the wage schedule and hours of seniority accumulation for the new classification.

12.03. There shall be a single seniority list for full-time and part-time employees.

12.04. Within sixty (60) days following the execution of this Agreement, the Employer shall prepare and post a seniority list covering all employees subject to this Agreement. Such a list shall be updated annually.

12.05. Any dispute concerning the proper placement of an individual on this seniority list shall be resolved by the grievance procedure. Such disputes must be raised within ten (10) days of the posting of the seniority list, or the list shall be conclusively presumed to be accurate.

ARTICLE XIII – EMPLOYEE BENEFITS

13.01. 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.

13.02. 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 10/01/2016, $150.00 per month per eligible employee will be contributed.

13.03. 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/s 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 XIV – LAYOFFS

14.01. When the Employer determines that it is necessary to reduce the number of employees, it shall do so by laying off the least senior employee in the classification provided the remaining employees are capable of performing the work. Senior employees may request voluntary layoff. The Employer agrees to meet and discuss with the Union the effects of a layoff; but it is agreed that any discussions will not delay the layoff.
14.02. When the Employer determines to recall laid off employees, it shall recall them in reverse order of lay off, provided, the employee must be qualified to perform the available work.

14.03. Employees on continuous layoff for one (1) year shall forfeit all seniority rights. However, seniority rights may be extended for an additional six (6) month increment if requested by an employee within thirty (30) days of expiration of the one (1) year period.

ARTICLE XV – VACANT POSITIONS

15.01. When a vacancy occurs in a classification covered by this Agreement, a notice of such vacancy shall be posted for four (4) days, stating the requirements of the position.

15.02. The vacancy may be filled on a temporary basis during the posting period.

15.03. When qualifications are equal, the vacant position shall be awarded to the candidate with the greatest seniority in the classification. If no employee in-house is qualified, then a new employee may be hired.

ARTICLE XVI – 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 XVII – 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 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 XVIII – 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 XIX – 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 XX – NO STRIKE OR LOCKOUT

There shall be no strike or lockouts of any kind whatsoever during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of this Article.
ARTICLE XXI – MANAGEMENT RIGHTS

21.01. Except as specifically limited by the express written provisions of this Agreement, the management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer. This provision shall include, but is not limited to:

1. The right to hire;
2. To determine the quality and quantity of work performed;
3. To determine the number of employees to be employed;
4. To lay off employees;
5. To assign and delegate work;
6. To enter into contracts for the furnishing and purchasing of supplies and services provided that bargaining unit work is not seriously altered;
7. To maintain and improve efficiency;
8. To require observance of Employer rules and regulations;
9. To discipline or discharge employees for cause;
10. To schedule work and to determine the number of hours to be worked;
11. To determine the methods and equipment to be utilized and the type of service to be provided;
12. To change, modify or discontinue existing methods of service and equipment to be used or provided.

21.02. Nothing contained in this Article shall be construed as a waiver of the right of the Union or the obligation of the Employer to negotiate with respect to any matters which are negotiable under the provisions of the National Labor Relations Act, as amended.

ARTICLE XXII – UNION SECURITY AND DUES DEDUCTION

22.01. Union Security. All persons now employed or hereinafter employed by the Employer coming under the jurisdiction of this Agreement shall, thirty-one (31) days from the date of employment or upon ratification of the first contract, whichever is later for the individual employee, become and remain members in good standing of the Union 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.

22.02. If any employee fails to maintain the obligations as set forth in Article 22.01., the Employer shall terminate such employee upon written demand of the Union. The Union shall indemnify and hold the Employer harmless from any claims of an employee so terminated.

22.03. The Employer agrees to deduct from the salaries of employees all dues required by the Union to be a member in good standing of the Union in accordance with the standard form used by the Union, provided that the form shall be executed by the employee. Written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement. The Employer shall remit a fax documenting the dues to the Union the day after the payroll is processed and shall, within five (5) days of the second (2nd) payroll of each month, remit the dues. It is the responsibility of the Union to obtain the necessary authorization cards and to present the same to the Employer. The Union shall provide a current dues schedule to the Employer. No such deduction shall be made until the Employer receives the signed authorization form prescribed by the Union.

22.04. The Union shall give written notice to the Employer of the amount of dues which are to be deducted, and such dues shall be deducted in twelve (12) monthly installments.

22.05. The Employer shall provide the Union with a written listing showing all employee changes including new hires, terminations, resignations, promotions, demotions or leaves of absence on a monthly basis in conjunction with the dues reports.

22.06. The Employer shall stop deductions for employees when a change in their status has occurred that removes them from the Union.
ARTICLE XXIII – SUCCESSORS AND ASSIGNS

23.01. This Agreement shall be binding upon any successor or assigns of West Wind, and no terms, obligations, and provisions herein contained shall be affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the ownership or management of West Wind, such as but not limited to the whole or partial consolidation, merger, sale, lease, transfer of operations or management of West Wind. Provided, however, that the Employer shall have no liability should the successor fail to observe the contract, and that West Wind’s sole obligation will be to notify the Union of the sale, and the purchaser of the contract.

ARTICLE XXIV – LABOR-MANAGEMENT COMMITTEE

24.01. The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance which is in the best interest of the employee, the Union, and the West Wind Village. To this end, it is recognized that matters, other than formal grievances, may arise which may be appropriate to discuss in a “Labor / Management meeting”. The parties agree that a committee for this purpose shall be established. The labor / management committee shall not add to or delete from any provision of this contract.

ARTICLE XXV – OTHER CONDITIONS

25.01. A bulletin board shall be available for the posting of Union notices. The Union agrees that prior to posting, it must receive approval from the West Wind. Approval will not be unreasonably refused.

25.02. If the Employer utilizes a system of employee evaluation, such evaluations will normally be conducted on an annual basis. The employee shall acknowledge such evaluation by signature to indicate that it has been reviewed with the employee and may add any comments the employee wishes to the evaluation. The employee has the right to review and request photocopies of their evaluation in accordance with Minnesota Statutes Chapter 181, the Employee’s Personnel Record.
25.03. Any work rule which the Employer desires to implement shall be reduced to writing and furnished to the Union as soon as possible before implementation and made available to employees and shall not be inconsistent with the terms and provisions of this Agreement.

25.04. Uniform Allowance. Part time employees employed one (1) year or more shall receive twenty-five dollars ($25.00) at the end of each anniversary date and full time employees employed one (1) year or more shall receive fifty dollars ($50.00) at the end of each anniversary date.

ARTICLE XXVI – 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 thereafter 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, section 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: West Wind Village

Paula Viker, Administrator

Scot Allen, VP of Senior Services

Cami Peterson-Devries, Regional Director

Date: 1/18/17

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

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Dave Eiynck, Business Representative

Wanda Cin, Steward

Nancy Miller, Steward

Kathy Thorstad, Steward

Date: 1/3/2017

DE/jcb/opeiu#12
Contracts/west wind
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32
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**Differentials:
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   LPN Charge...$0.75 per hour
   Cook...$1.50 per hour
   Baker...$0.50 per hour
   Mentor...$1.00 per hour

   PM Shift...$2.00 per hour
   NOC Shift...$2.00 per hour
   Maintenance...$115.00 per week on-call