

COLLECTIVE BARGAINING AGREEMENT

ECUMEN SCENIC SHORES

and

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 5**

January 1, 2018 – December 31, 2019

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**COLLECTIVE BARGAINING AGREEMENT
By and Between
ECUMEN SCENIC SHORES**

and

**MINNESOTA COUNCIL 5 OF THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

This agreement made and entered into this _____ day of _____, 2018 by and between Ecumen Scenic Shores of Two Harbors, Minnesota ("Ecumen" or the Employer") and Minnesota Council 5 of the American Federation of State, County and Municipal Employees ("Union").

ARTICLE I
RECOGNITION AND UNION SECURITY

- A. **Recognition of the Union:** Ecumen recognizes the Union as the exclusive bargaining agent representative for the bargaining unit as determined by the Regional Director in NRLB Case No. 18-RD-2724 composed of all its full-time and regular part-time employees employed by the Employer at Ecumen Scenic Shores at its facility located in Two Harbors, Minnesota including non-professional employees, licensed practical nurses, professional employees and registered nurses; excluding management employees, confidential employees, guards and supervisors as defined in the Act.
- B. **Union Security:** It shall be a condition of employment that all employees of the employer covered by this Agreement shall either become and remain members of the union or pay to the union a monthly service charge to reimburse the union for the cost of negotiations and contract administration, not to exceed the amount of regular monthly union dues.
- C. **Checkoff:** Upon receipt of a valid signed authorization, the Employer shall deduct from each employee's pay the duly authorized union dues (or monthly service charge), payable to the Union for the period specified in such authorization.
 - 1. **Remittance:** Payroll deductions shall be made monthly from the salary of the employees and said Union dues (or monthly service charge) shall be remitted to the Union within fifteen (15) days.
- D. **Information to the Union:** The Employer shall provide the Union with the name, address, telephone number and hiring date of any new employee hired and, further, the Employer shall provide the Union with the name of any employee covered by this Agreement who terminates employment.

ARTICLE II DEFINITIONS

- A. **Employer**: The Employer shall mean the Ecumen Scenic Shores, its designated officials or representatives.
- B. **Employee Representative**: Employee representative shall mean Minnesota Council 5, AFSCME, or its designated officials or representatives.
- C. **Full-Time Employee**: A full time employee is defined as an employee who is regularly scheduled to work 64 or more hours per pay period, except for employees who normally work 7.5 hour days. For employees who work a 7.5 hour day, full time is defined as an employee who is regularly scheduled to work 60 or more hours per pay period.
- D. **Probationary Employee**: An employee who has worked less than 480 hours; however, the Employer may extend the probationary period an additional 160 hours with written notice to Union.
- E. **Part-Time Employee**: A part time employee is an employee who is regularly scheduled to work at least 15 hours per pay period, but not enough hours a pay-period to be considered full time
- F. **Regular Employee**: A regular employee is one who is assigned to fill a permanent position that has successfully completed the probationary period.
- G. **Temporary Employee**: An employee who is employed for a specific duration of time or during a period of need, not to exceed 67 working days during a calendar year.
- H. **Part-time Casual Employee**: A part-time casual employee is an employee who has no scheduled hours within a two (2) week consecutive period, who is, however, available to fill shifts.
- I. **Anniversary Date**: An employee's anniversary date shall be the employee's first actual day of work at Ecumen Scenic Shores or predecessor Sunrise Nursing Home. Anniversary dates shall remain constant through the tenure of the employee if continuously employed.
- J. **Year of Service**: A year of service shall mean 2,080 paid working hours.

ARTICLE III **MANAGEMENT RIGHTS**

Except as expressly abridged by an express provision of this Agreement, Ecumen retains all rights and privileges necessary for it to manage and operate Scenic Shores including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services performed in each department of Scenic Shores; to establish and enforce work policies, work rules, and rules conduct and behavior; to determine and direct the techniques, modes, and methods of providing resident care; to decide the number of employees that may be assigned to any shift, position, or department (so long as such assignment is not arbitrary or capricious), to the determine the equipment and/or methods to be employed in the performance of such work; to determine appropriate staff levels, subcontract work to a third party, and/or to utilize temporary employees to supplement staff levels; to eliminate or outsource departments or functions; to determine the number, location, and types of facilities; to select, hire, promote, and transfer employees; to train employees; and to adopt, amend, change, or rescind reasonable work rules. The Union expressly waives the right to bargain over any management right, privilege, and prerogative not specifically abridged by express provisions of this Agreement.

To the extent not addressed above, Scenic Shores reserves and retains, solely and exclusively, all of the management rights, privileges, and prerogatives that it would have in the absence of this Agreement, except to the extent that such rights, privileges, and prerogatives are specifically abridged by express provisions of this Agreement.

ARTICLE IV **HOURS OF WORK**

- A. **Work Period:** The normal work period will be eight and 1/2 hours (8.5 hours), including break and meal periods, and the normal work period will consist of up to seven (7) consecutive days.

- B. **Work Week:** The weekday work schedule begins with the start of the 10:00 p.m. night shift on Sunday and extends to the commencement of the 10:00 p.m. evening shift on the following Friday. The typical weekend work schedule begins with the start of the 10:00 p.m. night shift on Friday and ends with the commencement of the 10:00 p.m. night shift on the following Sunday.

C. **Shift Schedules**

1. **Typical Work Schedules**: Although specific shift "start and stop" times vary for certain classifications and departments depending on census and business needs, typical daily shift schedules are as follows:

Day Shift	6:00 a.m. - 2:30 p.m.
Afternoon Shift	2:00 p.m. - 10:30 p.m.
Night Shift	10:00 p.m. - 6:30 a.m.

2. **Extra Weekend Shifts**: If an employee picks up an extra weekend shift or if the employer requires that an employee work an extra weekend shift during the employee's scheduled weekend off, the extra weekend hours worked will be compensated at 1.25 times the employee's regular hourly rate, unless such extra hours worked constitute overtime, which are compensated at 1.5 times the employee's regular hourly rate.
- D. **Rest and Meal Breaks**: Employees who work a minimum of eight hours are allowed one (1) fifteen (15) minute work break within each four (4) hour working period of their shift. Employees working a minimum of five (5) hours but less than eight (8) hours, may take a thirty (30) minute unpaid meal break. Employees working an eight (8) hour shift are also allowed a thirty (30) minute unpaid meal break included in their work shift, in addition to one fifteen minute break within each four (4) hour period. Meal times will be assigned by the employee's Supervisor. Breaks are to be taken in designated areas at designated times and not without first checking with the employee's supervisor.
- E. **Scheduling**: Employees will punch in and out by swiping their individual card through the time clock. It is the responsibility of the employee to notify the scheduler in writing in a timely manner if they were unable to use the time clock to record their punches.
- F. The determination of the daily and weekly schedule is based upon seniority and is left to the exclusive discretion of the Administrator or the Administrator's designee. **If** necessary, the Employer reserves the right to schedule Part-Time employees up to two additional shifts per payroll period. The schedule for all Full-Time and Part-Time employees for a two-week pay period shall be posted by 2:00 pm on the Friday preceding the Sunday on which the pay period begins. All requested days off will be submitted in writing at least two weeks prior to the posting of the schedule. All open shifts will be posted by the employer at least one week prior to the posting of the schedule, to allow employees to submit requests in writing to work additional shifts. Such requests are due by 2:00 pm on the Tuesday prior to the posting of the schedule, and will be processed in Seniority order. Shifts not signed up for by this process shall be assigned in reverse seniority. Once the schedule is posted, employees are responsible for working all of their shifts, and must find their own replacement to cover their shifts except due to illness, approved funeral or jury duty leave, or an emergency.

- G. **Tardiness**: Excessive tardiness, or failure to notify the employee's shift supervisor that the employee will be arriving late for work, may result in disciplinary action.
- H. **Reporting an Absence**: Employees who will be absent from duty must notify the Shift Supervisor of the Nursing Department as early as possible prior to the start of the employee's scheduled shift. The employee must continue to give such notice of absence each day if the employee's return date is undetermined. When the employee's return date has been determined by a physician, the employee will report the estimated date of return. Failure to report an absence to the Shift Supervisor at least two (2) hours prior to the start of the employee's shift may result in disciplinary action, including possible forfeiture of any PPL benefits for that day, at the discretion of the Employer. An unreported absence for two (2) consecutive scheduled days or two (2) unreported absences is grounds for termination of employment.
- I. **Attendance Bonus**: Employees who are not absent from work during each quarter will be eligible to receive a \$50 bonus for that quarter, to be paid on a regular paycheck the month following the end of the quarter (e.g. an employee who has no absences from January through March will receive the bonus in April, etc.).

ARTICLE V **HOURLY COMPENSATION**

- A. **Pay Period**: For compensation purposes, the pay period is composed of a 14-day schedule from the beginning of the night shift at 10:00 p.m. Friday and extending to the end of the night shift (10:00 p.m.) on the Friday fourteen (14) consecutive days later.
- B. **Wage Rates**: The wage rates for the employees covered under this Agreement are set forth in Addendum A. The employer has the right to place new hires on the wage scale with up to five (5) years of experience.
- D. **Overtime**
 - 1. **Overtime Rate**: All employees are expected to work overtime as needed to provide necessary service, at the discretion of the Employer. All overtime worked must have prior approval of the employee's immediate Supervisor. Employees who work overtime will be compensated at the rate of time and one-half their regular hourly rate for each hour worked in excess of eight (8) hours per day or eighty (80) hours in a given pay period, unless specified otherwise in this agreement. For the purposes of overtime calculation, employees in the Dining Services (Dietary) Department will be on the 40-hour overtime rule, with the workweek running from Saturday through Friday (per letter of understanding dated 4/10/2017).
 - 2. **Mandatory Overtime**: The Employer can mandate overtime and require that an employee stay on duty after the end of their shift to fill open hours arising during the shift due to call-ins and other emergencies. The following procedure shall apply to filling the mandatory overtime shifts: (1) The Employer must first designate the open hours as mandated; (2) The mandated hours will first be

offered by seniority, to effected employees; (3) Should no one accept, the least senior effected qualified employee on-premises must work until a replacement can be found. An employee cannot be mandated more than three times in a one calendar month period nor can they be required to work more than sixteen (16) hours in one day; however, there will be no limit to the number of open shifts the employee may voluntarily work. All hours mandated by the Employer will be paid at time and one half the employee's regular hourly rate. There is no pyramiding of overtime pay. An employee, other than part-time casual, who picks up an open shift shall not be required to work a mandatory overtime shift unless no other options are available (i.e. they move to the bottom of the mandatory overtime list for that shift). Part time casual employees may be subject to mandatory overtime for any shift they pick up. High school students may not be required to work after 11:00 pm on an evening before a school day. No employee may be required to work a mandatory overtime shift until more than 30 calendar days after their final training shift.

ARTICLE VI **SENIORITY**

- A. **Application**: Seniority for all employees shall consist of the employee's number of hours of service in a classification in a department. Ties in seniority shall be broken by referring to unit-wide seniority. Seniority shall not be established during an employee's probationary period. Upon successful completion of the probationary period, seniority shall be retroactive to the first day of actual work.
- B. **Layoff and Recall**
1. When the Employer determines that it is necessary to reduce the number of staff in a given classification in a department, reduction shall take place by laying off employees in the reverse order of seniority, except in the case of daily adjustments required by case mix. Any reduction in hours shall be accomplished by reducing hours of employees within a classification within a department in the reverse order of seniority, unless otherwise agreed to between the Union and the Employer.
 2. An employee who receives notice of layoff may exercise his/her accumulated seniority in a formerly held classification to bump an employee with less seniority in the formerly held classification.
 3. When it becomes necessary to recall employees from layoff, employees shall be recalled to a position in a classification in the reverse order of layoff in the classification.
 4. Upon recall, if an employee refuses to accept an appointment offer to him/her, the Employer may remove the employee's name from the re-employment list and the employee shall be deemed separated from employment.

5. Recall rights shall cease two (2) years after an employee is laid off and thereupon such employee shall be deemed separated from employment and shall have no further recall rights.
 6. Notice of recall shall be by certified mail to the last mailing address which the employee has furnished to the Administrator. Employees must respond within seven (7) days of receipt, at the last mailing address, of any offer of recall. An offer of recall returned by the Post Office shall constitute a refusal of the recall offer. Failure to respond on time to a recall offer shall constitute refusal of the offer.
- C. **Filling a Vacancy:** When a vacancy occurs in a classification, notice of the vacancy shall be posted for five (5) calendar days. Any employee may apply in writing for such vacancy during the five (5) day posting period. If one or more of the employees posting for the vacancy is qualified, in the Employer's determination, then the Employer shall fill the vacancy from among the qualified employees on the basis of experience, ability, and seniority. A vacancy posted as full-time shall be filled by one employee who will serve full-time. The Employer may assign any employee to fill the vacancy on a temporary basis pending completion of the posting period and selection of the employee to permanently fill the vacancy. A vacancy includes a position which is temporarily vacant due to a leave of absence of more than twenty-one (21) days.
- D. **Filling a Temporary Vacancy:** When an employee changes classification to fill a temporary vacancy, the employee will earn seniority in that temporary classification.
- E. **Loss of Seniority:** Full time employees as defined in Article II.C. shall continue to accrue seniority for up to six (6) months when on an approved medical or parental leave of absence. Accrual of seniority under this Section shall be only for seniority purposes and not for longevity or other accrual purposes. An employee who resigns, is terminated by the Employer, fails to accept recall, or whose recall rights expire under Art VI.B.5. shall lose all seniority. Employees who promote to a position outside the bargaining unit shall retain their accrued seniority but not accrue additional seniority while working outside the bargaining unit.
- F. **Seniority List:** The seniority list shall be posted on the bulletin board by the locker rooms. The Employer shall on a quarterly basis prepare a seniority list of employees and post it on the bulletin board. Such seniority lists shall specify seniority by classification within a department and unit seniority for each employee.

ARTICLE VII
TERMINATION/RESIGNATION OF EMPLOYMENT

- A. Employees covered by this contract electing to resign or quit their employment will give the Employer two (2) weeks (fourteen [14] days) written notice. The employee may leave sooner when a qualified replacement can be made by the Employer.
- B. Employees who give proper notice of termination shall receive all earned and accrued unused Paid Personal Leave.
- C. During the probationary period, any new employee shall be subject to discharge at the option of the Employer. After successful completion of the probationary period, no employee shall be suspended, demoted or dismissed without sufficient cause.
- D. Employees discharged for cause or who fail to give proper notice of resignation as stated in Article VII.A. shall forfeit all accrued and unused earned Paid Personal Leave.
- E. If the employee fails to report to work as scheduled, or to furnish the Employer with a justifiable excuse (as determined within the sole discretion of the Employer) within forty-eight (48) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from the service of the Employer, and termination of such employee's seniority and employment.

ARTICLE VIII
DISCIPLINE OR DISCHARGE FOR CAUSE

- A. Just Cause: The Employer shall not discharge nor suspend any employee without just cause.
- B. Just cause for purposes of discipline or termination includes but is not limited to:
 - 1. Dishonesty
 - 2. Incompetence
 - 3. Physical or verbal harassment or abuse of co-workers, patients, residents, visitors, vendors, or management personnel
 - 4. Failure to obey reasonable instructions from a supervisor or manager
 - 5. Violation of policies concerning the use, possession, manufacture, distribution, dispensation, transfer, or being under the influence of alcohol or controlled substances (other than those for bona fide medical purposes) while working, while on Ecumen property (including lunch breaks or other rest periods), or while operating Ecumen machinery, equipment, or vehicles.
 - 6. Failure to notify the Employers or managers to be excused from work
 - 7. Abuse or neglect of Vulnerable Adults as defined by the Vulnerable Adults Statute
- C. Notice: With respect to discharge, the Employer shall typically give at least one (1) warning notice of the complaint against such employee to the employee in writing and a copy of the same to the Union. No warning notice needs to be given to an employee who is discharged for egregious acts of misconduct or job performance.
- D. Investigatory Interview: An employee shall be entitled to Union representation upon

request when being interviewed when such interview may result in discipline or termination of that employee. Prior to the start of an investigatory interview that may lead to discipline, the Employer shall provide notice to the Employee of his or her right to representation by a union steward as provided for in NLRB v. J. Weingarten, Inc., 420 U.S. 251 (1975). If potential disciplinary action becomes apparent during the course of the investigatory interview, the supervisor/manager will suspend the questioning and notify the employee of his/her rights under this section. Upon being informed of his/her right to representation, the employee will be requested to sign a written acknowledgement confirming that he/she received such notice. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. If the employee's choice of union representative is unavailable, the employee may elect to postpone the meeting up to two (2) hours so that a Steward, the Union representative, or union co-worker of the employee's choosing is located and made available to attend the meeting.

ARTICLE IX **GRIEVANCE AND ARBITRATION PROCEDURE**

Should any differences or disputes arise over the interpretation of, application or compliance with the terms or provisions of this Agreement, there shall be an earnest effort on the part of both parties to settle promptly through the following Steps.

Step 1: The Employee shall first informally discuss the grievance with his/her immediate supervisor. A steward may accompany the aggrieved Employee, if he or she requests.

Step 2: If the grievance is not resolved in Step 1, it shall be reduced to writing and submitted to the Employer's Administrator/Designee based on the following time limitations:

- a. A written grievance relating to any disciplinary action or question of contract interpretation must be received by the Employer within fourteen (14) calendar days of the employee receiving the disciplinary action or the union becoming aware of the event giving rise to the grievance;
- b. A written grievance over wages, hours, and/or PPL provisions of this Agreement must be received by the Employer within forty-five (45) calendar days after the regular pay day of the period in which the alleged violation occurred;
- c. A written grievance must specify the particular Articles or Articles of the contract allegedly violated and state the specific remedy sought by the union or the grievant filing the grievance.
- d. The Employer's Administrator/Designee shall meet with the Union's Representative or Designee in an attempt to resolve the grievance within fourteen (14) calendar days of receipt of a written grievance. The Employer shall have fourteen (14) calendar days after the Step II conference to respond in writing to the grievance.

Step 3: If a grievance is not resolved at Step 2, either party may request within fourteen (14) calendar days of receipt of the Step 2 response to submit the matter to mediation. If the parties mutually agree to do so, then Federal Mediation and Conciliation Services will be contacted and a time will be set to meet with the mediator in an attempt to resolve the grievance.

Step 4: If mediation unsuccessfully resolves the grievance, then either party may elevate the matter to arbitration within fourteen (14) calendar days of mediation meeting. If mediation is not used, then either party may refer to the grievance to arbitration within fourteen (14) calendar days of receipt of the Step 2 response.

The arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The Employer and the Union shall each alternatively strike one (1) name, and the order of striking shall be determined by chance. The remaining arbitrator, after each party has made three (3) strikes, shall hear and determine the dispute. The Union or the Employer may each unilaterally reject one panel of arbitrators and request a second panel of arbitrators from the FMCS. The party requesting the second panel will be responsible for paying for the second panel.

- a. If an arbitration is conducted, the authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue.
- b. The Arbitrator is to issue his or her award within thirty (30) calendar days following the close of the record or the submission of post-hearing briefs, absent mutual agreement of the parties. The award of the arbitrator shall be final and binding upon the Employer, the Union and Employee(s) involved. The fees and expenses of the arbitration (including the cost of a court reporter if either party requests that an official transcript be made of the proceedings), shall be divided equally between the Employer and the Union, provided however each party shall bear the expense of preparing and presenting its own case.
- c. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. A party's failure to respond to a grievance on any level shall be treated as a denial of the grievance. Failure to follow said time limitations for filing a grievance and/or demanding arbitration 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 X
NO STRIKE/ NO LOCKOUT

The union or its officers shall not call nor sanction any picketing, strike, or concerted work stoppage of any kind by the employees covered under this Agreement during the term thereof. During the term of this Agreement, the Employer shall not lockout any of its employees.

ARTICLE XI
PAID PERSONAL LEAVE (PL)

- A. **What is Paid Personal Leave?** Paid Personal Leave (PPL) shall apply to all eligible employees who are regularly scheduled to work forty (40) hours or more per pay period. PPL may be used for vacations, personal time, or if the employee is unable to work due to illness, injury, or other medical conditions. PPL may be used as part of a medical leave or sick child leave and as otherwise required by applicable law. PPL may also be used for routine dental or medical appointments. Employees may not borrow against future or anticipated PPL eligibility.
- B. **PPL Eligibility:** Employees are eligible to receive PPL at their regular rate of pay based on their length of service to Ecumen Scenic Shores and/or predecessor Sunrise Nursing Home. PPL is based on hours worked, holidays, and other paid time off. Unpaid time-off, on-call hours, as well as short-term and long-term disability leaves are not used to compute PPL. PPL hours accrue and become available to the eligible employee upon completion of her/his initial evaluation period.
- C. **Doctor's Slip:** A doctor's slip may be requested for illness of three or more days. Employees who are absent for three or more consecutive work days may be required to provide a physician's release to return to work.
- D. **Accrual of PPL:** Each eligible employee is credited with PPL hours based on their regular hours in a two-week pay period and years of service to the Ecumen Scenic Shores and/or predecessor Sunrise Nursing Home. The chart below illustrates the hours available per pay period.
- a. Paid Personal leave hours accrue at the rates indicated below based on years of service and become available for use after completion of the initial evaluation period. Annual and maximum accruals are based on full-time status (80 hours per pay period or 2080 hours per year). Maximum accrual is one hundred fifty percent (150%) of the annual accrual level.

PPL eligibility is as follows:

Length of Service	Accrual Rate Per Eligibility Hour	Annual PPL Hours Earned Per Year*	Maximum Accrual**
1st - 4th year	.06154	128 hours	192 hours
5th - 9th year	.0808	168 hours	252 hours
10th + years	.1000	208 hours	312 hours

* Prorated based on actual hours worked as defined above. Annual PPL hours earned per year is based on an employee working 80 hours per pay period or 2080 hours per year.

** Once an employee has reached the maximum accrual based on their years of service, no additional accrual will be made until some PPL has been taken. Ecumen will provide written notice when the employee is within approximately 40 hours of the maximum accrual.

Options for unused PPL hours: PPL hours will continue to accrue until the maximum accrual is reached. At that time, hours will stop accruing until the employee uses PPL time. Once PPL time is taken, such hours will begin to accrue again, however, any hours lost during this time are considered lost eligibility and cannot be added back to their balance.

- F. **PPL Utilization:** To utilize PPL for short-term illness, the sick employee must notify the Charge Nurse, Scheduler, or person in charge two (2) hours prior to the beginning of the day shift, afternoon shift, or night shift. When **PPL** is used for FMLA reasons, the employee will be allowed to retain up to 40 hours of PPL for use at a later date.

To utilize **PPL** for vacation purposes, an employee must make the request two (2) weeks prior to the posting of the schedule. The date on which the request was received will take preference in granting time off.

The Employer may deny "leave requests" only when such leave will result in less than adequate staffing levels to maintain the flow of the business operations.

To the extent possible, additional PPL requests will be granted and not unreasonably denied. If denied, Ecumen will provide an explanation to the employee.

If one employee has been granted vacation, a second employee may find his/her own replacement and submit to the scheduler.

Available **PPL** hours are paid when an employee terminates his or her employment and provides the Employer with the proper two-week notice.

Employees who resign with at least a two (2) week notice and who have been employed for at least one year of continuous service may receive payment in lieu of time for unused **PPL**.

G. Scheduling PPL During the Prime Season Between Memorial Day and Labor Day

1. Requests for PPL between Memorial Day and Labor Day must be submitted to the Employer between January 1st and March 1st. Such requests shall be in one week blocks and shall contain the employee's first, second and third choices. Requests for individual days off will not be scheduled through this process. In the event two employees have selected the same **PPL** weeks, the most senior employee's request shall have priority. The junior employee shall be granted his/her next available choice according to department seniority.
2. If none of an employee's PPL choices are available, the employer shall inform the employee of available choices remaining, prior to moving down the seniority list.
3. PPL granted during the period of Memorial Day to Labor Day, shall be limited to two (2) weeks for those employees who have worked more than five (5) years, and limited to one (1) week for employees who have worked less than five (5) years.
4. All requests shall be returned to employees with approval or denial by April 1st. Once employer has approved an employee's vacation schedule, that vacation schedule is guaranteed except in the event of a facility emergency or of regulatory action pending regarding the facility.
5. Requests for PPL not scheduled through the process may be requested under Section F and shall be considered on an "as available, first come, first served" basis.
6. The PPL week shall be Monday through Sunday.
7. PPL shall be paid as according to the scheduled days the employee would have worked.

H. **Repeated Denial of PPL**: If an employee has followed the process for requesting **PPL** as set forth in Article XI but is repeatedly denied (three (3) or more times in a six month period), the employee will be allowed to accrue 32 additional hours of leave above the maximum accrual. Once the additional hours are used, the accrual reverts to the maximum level.

ARTICLE XII
LEAVES OF ABSENCE. JURY DUTY. FUNERAL LEAVE

- A. **Jury Duty:** A regular employee may be granted leave for jury duty and will be paid the difference between the amount received from the court for jury duty and the employee's regular daily wage for those scheduled work hours necessarily missed due to jury duty service. The employee must present the jury check or a statement from the court as evidence of the employee's services as a juror.
- B. **Leave of Absence Without Pay**
1. An employee shall be granted a leave of absence without pay because of personal illness or injury, not to exceed 18 months.
 2. A leave of absence for any other reason may be granted at the discretion of the Administrator for a period not to exceed ninety (90) days.
 3. All requests for leave of absence must be in writing, with the leave of absence commencing on the first day away on the approved leave.
 4. Employees on leave may participate in fringe benefits at their own expense, and shall not be entitled to holiday pay. However, the Employer shall continue to pay their portion of the health insurance for ninety (90) days while employees are on a medical leave of absence, including maternity leave.
 5. Time on leave shall not be counted in determining the length of service for the purpose of progression in the wage schedules and vacations.
 6. Upon return from a medical leave of absence within twelve (12) weeks, the employee shall return to the same job and hours that they had before going on leave of absence. An employee on leave of absence will maintain recall rights for an additional nine months (for a total of twelve months), and during that period may return to any open position they are qualified to fill.
- C. **Funeral Leave:** Employees shall be allowed to use up to three (3) paid days of funeral leave in case of death in the employee's immediate family. Immediate family shall mean: spouse, brother, sister, child, grandchild, parent, grandparents, brother-in-law, sister-in-law, mother-in-law, father-in-law, nieces and nephews. Depending upon the circumstances, the Administrator has the discretion to grant additional unpaid funeral leave if needed and business needs allow and may also grant unpaid funeral leave as business needs allow for relations not specifically listed in this Section. Employees may utilize available PL to cover any unpaid funeral leave granted by the Administrator.

Employees shall be allowed to use other leave time to attend funerals of those people not considered to be immediate family. However, employees will be expected to contact their department head immediately and attempt to find their own replacement. Situations not covered under this section will be brought to the Administrator for review.

ARTICLE XIII **HOLIDAYS**

- A. **Paid Holidays:** Regularly scheduled full-time employees shall be granted paid holidays as follows: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day, and one (1) floating holiday.
- B. **Pay for Holidays Worked:** When a holiday is worked, full time employees will be paid two times their regular hourly rate of pay for each hour worked. Employees who work less than full time who work a designated holiday will be paid one-and-one-half (1-1/2) times their regular hourly rate for each hour worked.
- C. **Rotating Holidays:** All employees will be scheduled and expected to work every other holiday in order to allow all employees the opportunity to have time off with their families. Each employee will be placed on a holiday rotation schedule (A or B) which will alternate each year, such that an employee shall not be scheduled to work on the same holiday in consecutive years, except by mutual agreement between the employee and the employer. An employee who calls in on a holiday will be rescheduled to work on the next holiday. Should an employee call in for a second holiday within the next twelve (12) months, this will result in rescheduling to the next holiday and a final written warning. Calling in for a third holiday in a twelve (12) month period may result in termination of employment.
- D. **Floating Holiday:** must be used within the calendar year. The Floating holiday may be taken at the employee's discretion, subject to prior approval of the Department Director. Requests to take the floating holiday must be made, in writing at least two (2) weeks prior to the posting of the schedule.
- E. **Eligibility:** In order to be eligible for holiday pay, an employee must have worked his/her regularly scheduled work day before and after the holiday unless she/he is on excused illness, approved leave, or on PPL.
- F. **Holidays:** All holidays with the night shift on the day prior to the holiday and continue through the afternoon shift of the holiday.
- G. **Meals Provided:** Employer will furnish a meal to employees who work on the Christmas Day, Thanksgiving Day, and Easter Sunday holidays.
- H. **Pay for Holidays Not Worked:** Eligible employees must be regularly scheduled to work eighty (80) hours per pay period to receive the time off holiday benefit. To be eligible, the employee must work two (2) consecutive 80-hour pay periods.

ARTICLE XIV
INSURANCE COVERAGE

- A. **Medical Coverage:** Scenic Shores will provide full time bargaining unit employees (as defined in Article II.C.) with group health insurance plan coverage consistent with coverage provided to Scenic Shores' non-union employees. The health insurance premium payment will be shared by both the employer and the union employee. Regardless of the coverage level selected by the employee (single, single+1, or family), Ecumen will contribute to the payment of the monthly premiums **equal to other Scenic Shores non-contract employees each premium year**, which may be adjusted from year to year based on plan costs. Copies of the insurance contract and any amendments shall be furnished to the Union and Summary Plan Descriptions shall be provided to the Union and eligible employees, upon request.

- B. **Retirement Benefit:** The Employer shall maintain a qualified 401(k) Plan consistent with the plan offered to non-bargaining unit employees. Employees will receive statements summarizing their individual accounts at least semi-annually. The Employer agrees to negotiate with the Union should Ecumen make any changes to the 401(k) Plan.

- C. **Life Insurance:** The Facility will provide and pay for a Life Insurance Coverage and AD&D for full time employees as defined in Article II.C. in the amount of twenty-five thousand dollars (\$25,000) coverage under each plan.

- D. **Dental Insurance:** Scenic Shores will offer bargaining unit employees at .5 FTE and above group dental coverage consistent with coverage provided to Scenic Shores' nonunion employees.

- E. **Vision Coverage:** Scenic Shores will provide bargaining unit employees working at least .5 FTE with vision insurance plan coverage consistent with coverage provided to Scenic Shores non-union employees. The vision plan is 100% employee paid.

- F. **Short Term Disability and Care-Giver Leave:** Scenic Shores will offer bargaining unit employees at .5 FTE and above with short terms disability and care giver leave consistent with the benefit provided to Scenic Shores' non-union employees.

- G. **Flexible Spending Accounts:** Scenic Shores will offer medical and dependent care spending accounts to bargaining unit employees working at .5 FTE and above consistent with the benefit provided to Scenic Shores non-union employees

ARTICLE XV **IN-SERVICE EDUCATION**

Attendance: Employees are expected to attend all required in-service classes and meetings offered during the calendar year (January-December) as a condition of continued employment. The Administrator or Designee may consider requests for exceptions based on good cause shown by the employee. Except where in-service or staff meetings occur during an employee's scheduled work shift, employees will be paid a minimum of one (1) hour or actual time in attendance of straight time for attending mandatory in service and a minimum of one hour or actual time in attendance of straight time for attending staff meetings and in services. The employer will make every reasonable effort to ensure that all employees are able to attend all in-service classes and meetings.

ARTICLE XVI **UNION ACTIVITY**

- A. **Union Access:** A non-employee representative of the Union may enter the premises in accordance with this provision to conduct proper union business. The Union representative must provide the Administrator or his/her designee at least 24-hours' advance notice of the desire to enter the premises. Under extenuating circumstances, the Administrator may deny, limit, or restrict a visit depending on operational needs and circumstances. For safety and security reasons, the Union representative must enter the facility through the main doors; check-in and check-out with the Receptionist; and sign any required "Visitors" log. The Union representative may confer with bargaining unit employees during the employees' non-working time only and only in non-working areas not open to residents and families, such as employee cafeterias, employee break areas or employee lounge areas. Any conferences or meetings between the Union representative and employees shall not interfere with facility operations and shall not interrupt the work of employees on working time for any reason. Union representatives will not enter enclosed work areas or other areas designated for residents and families that are not open to visitors other than employee cafeterias, employee break rooms, or employee lounge areas. Upon request and based on availability, the Employer will provide the Union with a designated room or non-working area to meet with the employees.
- B. **Union Orientation:** The Union will be permitted up to a maximum of fifteen (15) minutes with new Employees during the Employee orientation process to provide "Union
- C. **Orientation:** The Union representative will not lose pay or time if already scheduled to work. The purpose of Union Orientation will be to provide the Union representative opportunity to familiarize new Employees with the Union's role within the Facility and the bargaining unit agreement. The Employer and Union Representative will determine a mutually agreeable time and place to conduct the Union Orientation. An Employer representative involved with the employee orientation process may be present during Union Orientation.

- D. **Bulletin Boards:** Ecumen Scenic Shores will provide two (2) lockable boards designated for Union use in lounge areas or other designated non-work /non-resident areas. A union-designated bargaining unit representative shall be responsible for posting material submitted by the Union on either bulletin board. Prior to posting, a copy of the post will be provided to the Administrator or the appropriate Scenic Shores Human Resources representative. The union agrees no political or controversial material will be posted and no materials may be posted critical of any Ecumen employee or of any Ecumen policy relating to resident care or the delivery of resident care and the facility. The Administrator has the sole authority to determine whether material is "controversial."

ARTICLE XVII **SEPARABILITY**

Should any of the provisions of this Agreement be found to be in violation of any law, its status will not affect any other provisions of this Agreement and they shall remain in full force and effect for the duration of this Agreement.

ARTICLE XVIII **DURATION AND TERMINATION**

Except as otherwise provided herein, the period of this Agreement shall be from January 1, 2018 through December 31, 2019, with a wage reopener effective January 1, 2019, and shall automatically renew each year thereafter unless ninety (90) days prior to the anniversary date either party gives notice to the other of its intention to amend or modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year above first written.

ECUMEN SCENIC SHORES

AFSCME COUNCIL 5

Ecumen Scenic Shores Executive Director

for AFSCME Council 5

Date

Date

APPENDIX A

Ecumen Scenic Shores

Wage Scales Effective January 1, 2018	base	2080	4160	8320	10400	20800	31200	41600
Laundry	13.25	13.40	13.55	13.69	13.72	14.24	14.45	14.68
Housekeeping	13.25	13.40	13.55	13.69	13.72	14.24	14.45	14.68
Maint	13.58	13.73	13.88	14.00	14.03	14.54	14.81	15.00
Activity	13.66	13.81	13.96	14.09	14.14	14.65	14.91	15.09
Dining	12.03	12.32	12.62	13.23	13.87	14.08	14.28	14.49
Cook	13.06	13.38	13.70	14.36	15.07	15.47	15.69	15.92
Nursing Asst	13.70	14.16	14.57	15.03	15.07	15.62	15.88	16.13
TMA (\$1.00 above NAR)	14.70	15.16	15.57	16.03	16.07	16.62	16.88	17.13
LPN	20.20	20.74	21.14	21.82	22.16	22.78	22.95	23.41
RN	25.95	26.71	27.47	27.92	28.67	29.07	29.53	29.78
Unit Assistant	10.55							

Longevity: 2% increase at 52,000 hours and 62,000 hours.