



**Collective Bargaining Agreement**  
**Between**  
**AFSCME Council 65, Local 1898-0001, AFL-CIO**  
**And**  
**Cura of Monticello**  
**5/5/2025 – 5/4/2026**

AFSCME Council 65 Office: [info@afscme65.org](mailto:info@afscme65.org) or 888-474-3242

**WEINGARTEN RIGHTS**

If called to a meeting with management, you have rights to representation. State the following and call your labor representative: If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at the meeting. Until my representative arrives, I choose not to participate in this discussion.

## **BECOME AN AFSCME 65 MEMBER**

Are you a new employee or not a member yet? Scan the QR code to sign up today and take advantage of the many benefits of AFSCME membership!



## **MEMBER BENEFITS**

Are you taking advantage of your union member benefits? Check out the many benefits available from AFSCME Advantage and Union Plus at:

[www.afscme.org/member-resources](http://www.afscme.org/member-resources)

[www.unionplus.org](http://www.unionplus.org)

*Make sure to have your member number handy when accessing these benefits.*



## **ORGANIZING**

Know someone who wants to form a union at their workplace? Contact our Organizing Department at 888-474-3242 or email [info@afscme65.org](mailto:info@afscme65.org) and inquire about forming a union. Make sure they tell us you referred them. Your Local benefits from referring new union members.



COLLECTIVE BARGAINING AGREEMENT BETWEEN  
CURA OF MONTICELLO  
AND  
COUNCIL 65, LOCAL 1898-0001 OF  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (“AFSCME”)  
May 5, 2025 – May 4, 2026

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## PREAMBLE

This Agreement is made and entered into this 5<sup>th</sup> day of May, 2025 (“Effective Date”), by Cura of Monticello (the “Employer”) and Council 65, Local 1898 of American Federation of State, County and Municipal Employees (“AFSCME”) (the “Union”).

## ARTICLE 1. RECOGNITION

### 1.1. Definition of Employees

The Employer recognizes the Union as the exclusive representative of Employees employed by the Employer as NARs, LPNs, HUCs, Receptionists, Housekeeping Assistants, Activities Assistants, and Beauticians employed by the Employer at its Cura of Monticello skilled nursing facility (“Facility”) (“Employees”) excluding temporary workers, supervisors, RNs, Department Heads, and any/all other positions excluded under the National Labor Relations Act (the “Act”).

### 1.2. Recognition

In the event that the Employer creates a new job classification or substantially modifies an existing classification, the Employer will provide notice to the Union and the following information:

- Job classification title
- Job description for the new classification
- Estimated number of positions the Employer intends to create and anticipated FTE for each position

The Employer will not meet and confer or meet and negotiate with any individual employees or with any other employee organization with respect to the terms and conditions of employment covered by this Agreement except through the Union’s authorized representatives. The Employer will not assist or encourage any other employee organization seeking to represent or bargain for employees covered by this Agreement.

### 1.3. Classification or Title Change

In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job classification not specified in Article 1 hereof, the issue shall be submitted to the National Labor Relations Board for determination. Upon inclusion of a new or modified job classification within the bargaining unit, the wage rate of such classification shall be negotiated by the Employer and the Union and the rate agreed upon shall become part of this Agreement. The Employer shall notify the Union at least ten (10) days in advance of any proposed new classification or title.

## ARTICLE 2. DEFINITIONS

Full-Time Employee: An Employee in a bargaining unit classification who is regularly scheduled to work at least 64 hours per pay period.

Part-Time Employee: An Employee in a bargaining unit classification who is regularly scheduled to work less than 64 hours per pay period.

Casual Employees: An Employee in a bargaining unit classification who does not have an assigned FTE status, who may be summoned by the Employer to supplement its full time and part time Employees. Casual Employees have no assurance of availability of work hours, and shall have no seniority rights under this Agreement.

Temporary Employees: An Employee whose employment is limited by duration or a specific project or task not to exceed six hundred (600) hours per calendar year. Temporary Employees are not included in the definition of a bargaining unit Employee (nor eligible for benefits). Temporary Employees filling a bargaining unit position due to an approved leave of absence are not limited to the six hundred (600) hours per calendar year. Temporary Employees will not be retained while any bargaining unit Employees are on layoff in the same classification unless the laid off Employees do not accept return to the same position as held by a temporary Employee.

Vacancy: An opening in a new or existing classification of not less than 32 days, unless that opening is created by an Employee's use of legally protected leave or time off, with that employee having the right to return to the position they vacated.

## ARTICLE 3. UNION SECURITY

### 3.1. Employee Lists

Upon hire of a new Employee, the Employer shall provide the newly hired Employee's name, date of hire, position, rate of pay, shift, email address, personal telephone number and home address to the Union. The Employer agrees to furnish the Union a monthly list of new hires, terminations, Employees on leaves of absence and changes to FTE status.

The Employer will provide the Union with the names, addresses, email addresses, and telephone numbers of bargaining unit Employees, so as to facilitate the Union's collection of dues and other payments from these Employees who wish to pay Union dues or make other payments to the Union.

### 3.2. Payroll Deduction

Authorization for the Deduction of Dues and Related Checkoff. All employees covered by this Agreement who are, or hereafter become, members of the Union shall pay to the Union regular monthly union membership dues. No employee is required to be, become, or remain a member of the Union as a condition of employment. Any employee of the bargaining unit who is not a member of the Union shall pay to the Union reduced maintenance of service fees equivalent to his or her proportionate share of union expenditures that are necessary to support solely representational activities in dealing with the employer on labor management issues.

The Employer agrees to deduct from the salaries of all employees who so authorize membership dues and/or agency fees and/or Political Action Fund contributions in the amount duly certified as correct by the Union. The Union shall certify the amounts to be deducted at least seven (7) calendar days prior to the end of the payroll period for which the deductions are to be effective. Dues and agency fees shall be deducted monthly and remitted to the Union within fifteen (15) days with a record of the amount and names of the employees for whom the deductions have been made.

### 3.3. New Member Orientation

The Union shall have the right and opportunity to hold an orientation session, not to exceed thirty (30) minutes in duration, with all newly hired employees within thirty (30) days of the Employee's hire date.

### 3.4. Exclusivity

No other employee organization shall be permitted payroll deduction of dues or agency fees for employees covered by this Agreement.

### 3.5. Indemnity

The Union agrees to indemnify and hold the Employer harmless, without cost to the Employer, against any and all claims, suits, order or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of a request of the Union under the provisions of this Article, including voluntary dues, voluntary agency fees, or voluntary PAC deductions.

The Union agrees that it will never demand that the Employer suspend or terminate any Employee for failure to pay Union dues, initiation fees, reduced maintenance of service fees or any other Union charge.

### 3.6. Bulletin Board.

The Employer shall provide a bulletin board in a non-public area of the Facility exclusively for the posting of Union notices and information. The Union will not post inflammatory or defamatory materials.

## ARTICLE 4. MANAGEMENT RIGHTS

Except as specifically limited by the written provisions of this Agreement, the Employer retains the exclusive right to manage the Facility, to direct control, and schedule its operations and Employees and to make any and all decisions affecting the business, whether or not specifically mentioned below. Such prerogatives, authority and functions shall include but are not limited to the sole exclusive rights to:

1. Hire, promote, demote, layoff, assign, transfer, evaluate, discipline, and discharge Employees for any lawful reasons;
2. Select and determine the number of Employees, including the classifications, and names, and number of Employees assigned to any shift, unit, floor, or resident;
3. To increase or decrease the classifications and numbers of Employees assigned to any shift or unit, and;
4. Direct and schedule Employees including establishing and changing shift durations, staffing, ending, and break times;
5. Determine the location and type of all resident care and other equipment;
6. Install or remove resident care equipment;
7. Determine the methods, procedures, materials and operations to be utilized by the Employer;
8. Establish, increase or decrease the number of shifts and their starting and/or ending times;
9. Promulgate, post and enforce reasonable rules and regulations governing the attendance, conduct, performance, resident care, record keeping, and all other acts of Employees during work time;
10. Select supervisory Employees;
11. Determine all aspects of Employee training;
12. Introduce new and improved methods of resident care;
13. Establish, change, combine or abolish Employees' duties and titles, and determine job content, qualifications, and work location(s) within the Facility.
14. Establish and enforce standards of conduct, attendance, resident care performance for Employees;
15. Develop and distribute Employee handbook, Employee benefits summary, and Employee-related policies, procedure, forms and standards;
16. Implement and enforce Employee drug and alcohol testing policies, procedures and standards, at the Employer's discretion, to the extent permitted by applicable laws;
17. Establish and enforce policies and procedures regarding leaves of absence, in compliance with applicable law.
18. Transfer work to individuals or firms who may perform such duties as subcontractors or independent contractors.

## **ARTICLE 5. PROHIBITION OF DISCRIMINATION AND HARASSMENT**

The Employer agrees that it will not discriminate against any Employee or applicant for employment for or on account of his/her affiliation or activities with any Union. The Employer and the Union agree not to discriminate against or harass any applicant or Employee with respect to his/her hiring, tenure, upgrading, conditions, facilities, privileges, compensation, terms or conditions of employment, nor will they limit, segregate or classify Employees in any way to deprive any individual Employee of employment opportunities because of such individual's race, color, creed, religion, age, sex or national origin, disability, disability related to pregnancy or childbirth, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local commission, or any other characteristic protected under any federal, state or local statute, administrative regulation or ordinance.

The Union agrees that it will never unlawfully discriminate against any Employee because of any legally protected characteristic or conduct.

## **ARTICLE 6. INTRODUCTORY PERIOD**

All Employees covered by this Agreement who are hired on or after the effective date of this Agreement, shall be subject to an introductory period during their first ninety (90) calendar days of employment with the Employer. This period shall be automatically extended by that period of time during which an Employee is on an approved leave of absence.

Employees' seniority shall not accrue during their introductory period. However, upon successful completion of said introductory period, all Employees shall be deemed to be regular Employees covered by the terms of this Agreement and their seniority shall revert back to the date of hire.

The introductory period may be extended for an additional thirty (30) calendar days at the Employer's discretion. The Employer shall notify the Union, in writing, of the name of the Employee who will have his/her introductory period extended. The notice must be received by the Union no later than the eightieth (80th) calendar day of the introductory period of the Employee involved. Employees shall receive periodic reviews during the introductory period.

## ARTICLE 7. DISCIPLINE AND DISCHARGE

### 7.1. Discipline and Discharge

The Employer has the right to discipline and/or discharge an Employee who does not fulfill the expectations set forth by the Employer. Discipline shall be appropriate to the offense and consistent with the Employer's practices for similar situations.

If the Employer has reason to reprimand any employee, it shall normally not be done in the presence of other employees, facility residents, or the public.

Employees shall have the right to request the presence of a Union Representative of their choosing at any investigatory interview.

Notices of disciplinary action shall be given to the employee and sent to the Union staff representative.

### 7.2. Right to Have Employee Terminations Independently Reviewed.

The Employer is committed to disciplining and when the Employer deems necessary, discharging Employees in a lawful, nondiscriminatory, nonretaliatory manner. The Employer also recognizes that the Union or bargaining unit Employee may disagree with the Employer regarding an Employer decision to discharge an Employee ("Disputed Discharges"). In such cases, the Employer will agree to having Disputed Discharges reviewed by an arbitrator who will act as an Independent Reviewer selected through and compensated in accordance with the arbitrator selection process provided by the Grievance Procedure of this Agreement.

The parties' Independent Reviewer may conduct a proceeding, the details of which the Employer and Union shall determine, to review Disputed Discharges which the Union submits for review.

The Independent Reviewer shall render a non-binding, advisory opinion and recommendation regarding whether the Disputed Discharge should be sustained, modified, altogether reversed, or otherwise.

The Employer agrees that it will carefully consider all such Advisory Recommendations and will sustain, modify or reverse Disputed Discharges if the Employer concludes that action is warranted in view of the Independent Reviewer's Advisory Recommendation.

The Employer's actions in response to such Advisory Recommendations will be made after the Employer's good faith review of such Advisory Recommendations, and shall be final.

## ARTICLE 8. 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. Employer grievances begin at Step 2 (below) by the Employer notifying the Union's business representative, who shall be responsible for providing the responses required under this procedure.

Step 1. The Employee shall first informally immediately notify the Employer, through his/her supervisor, as to the grievance. 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 Union business representative or the Employer's Administrator/Designee within fourteen (14) days of the action or event which precipitated the grievance (except as to grievances over wages, hours and vacation provisions of this Agreement, such notice shall be timely if given within thirty (30) calendar days after the regular pay day of the pay periods in which the alleged violation occurred). The Employer's Administrator/Designee shall meet with the Union's Business 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 ten (10) calendar days after the Step 2 conference to respond in writing to the grievance.

Step 3. If a grievance is not resolved in Step 2, either party may refer a grievance to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer's Administrator/Designee or the Union's Business Representative/Designee within ten (10) calendar days following the receipt of the Step 2 answer. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of 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.

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 parties will mutually encourage the arbitrator to issue his/her award, absent mutual agreement of the parties, within thirty (30) calendar days following the close of the record. The award of the arbitrator shall be final and binding upon the Employer, the Union and the Employee(s) involved. The fees and expenses of the arbitration 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 parties will mutually encourage the arbitrator to issue his/her award, absent mutual agreement of the parties, within thirty (30) calendar days following the close of the record. The award of the arbitrator shall be final and binding upon the Employer, the Union and the Employee(s) involved. The fees and expenses of the arbitration shall be divided equally

D. 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.

E. The parties' obligation to process grievances or to submit any disputes to arbitration under this Agreement shall end upon the expiration of this Agreement, except with respect to grievances which arise prior to expiration of this Agreement.

## **ARTICLE 9. UNION REPRESENTATIVE ACCESS**

A Union representative shall be permitted to visit the Employer to ascertain that the provisions of this Agreement are being observed and to confer with bargaining unit Employees under the following criteria:

1. The Union shall notify the Employer as to which staff representative is assigned to the Employer.
2. Such visit will be limited to six (6) times per month and will not exceed four (4) hours in duration, unless the parties agree otherwise. The Employer will not unreasonably withhold approval of more visits per month, or visits of longer duration.
3. The staff representative will sign in at the main desk upon arrival, receive a badge for identification purposes, and sign out upon departure.
4. Such visits will be held in conference rooms or other non-resident care areas as designated by the Employer.
5. Employees working with the staff representative will do so on non-work time. Other meetings requiring the presence of the staff representative, i.e., grievance meetings, labor/management, etc. will be arranged between the Employer and the staff representative.
6. Union staff representatives will cooperate with the Employer's procedure for background checking. Union staff representatives shall have the requisite, State background check approval, as a condition of access to the Employer's facility.
7. The foregoing restrictions shall not apply to grievance meetings, or investigations involving bargaining unit employees.

## **ARTICLE 10. UNION STEWARDS**

10.1. The Employer recognizes the right of the Union to designate stewards to handle official Union business. Stewards will be required to handle Union business in non-work areas. The Union shall inform the Employer, in writing, as to the names of the Union's stewards.

10.2. Subject to the foregoing, the Employer agrees that stewards shall be excused from scheduled work time, without loss of pay, to attend Employer initiated investigatory interviews, if requested by the Employee. The Employer recognizes that the investigating and presenting of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties, responsibilities, and resident care and facility operational requirements. The aggrieved Employee's representative shall be allowed reasonable paid time for the investigation or presentation of grievances during normal working hours provided the Employee has notified the designated supervisor. Leave for these purposes shall be at a time mutually agreeable to the steward and the designated supervisor. The designated supervisor will be notified when the steward returns to the work station.

## ARTICLE 11. SENIORITY

### 11.1. Employer Seniority

Employer seniority shall be calculated on the basis of length of continuous service with the Employer since the Employee's most recent date of hire. Notwithstanding the previous sentence, seniority for those employees who were employed by CentraCare – Monticello as of September 1, 2023, and who became employed by Cura of Monticello by November 1, 2024 shall be calculated as follows:

- Employer seniority will be determined by the employee's years of continuous uninterrupted service employed at the facility since the employee's most recent date of hire with CentraCare - Monticello.

### 11.2. Job Classification Seniority

Job Classification Seniority is defined as the length of service in a job classification, including service in that classification as an employee of CentraCare - Monticello.

### 11.3. Ties in Seniority

When two or more employees have the same classification seniority date, seniority position shall be determined by Employer seniority. Should a tie still exist, the Employer and the Union shall agree on a means to randomly determine seniority position.

### 11.4. Forfeiture and Interruptions of Seniority

Seniority shall be forfeited when an employee separates from employment. Time on the layoff list or an approved leave of absence shall not constitute an interruption in seniority.

### 11.5. Seniority Lists

The Employer shall prepare and distribute seniority rosters to all employees and furnish a copy to the Union staff representative twice annually, in May and November of each year. Rosters shall list each employee in the order of seniority and reflect each Employee's seniority date for all job classifications in which the Employee has served. Employees shall have thirty (30) calendar days from the date the seniority list was distributed to notify the Employer of any disagreements over the seniority roster. After thirty (30) days, the Employer shall prepare and distribute an addendum of any changes to the seniority roster. The Union and the Employer may agree in writing to changes after the appeal period. Such changes shall be incorporated in the next seniority roster and be so identified.

## **ARTICLE 12. LAYOFF**

### **Layoffs/Reductions/Recalls**

In reducing the number of Employees or making or making permanent reductions in hours, the Employer will determine the number of positions and/or hours to be reduced within a classification. The Employer may elect to uniformly reduce the hours of all Employees scheduled to work in a particular classification, department, shift or unit. Impacted employees shall receive fourteen (14) day notice (or as much notice as is practicable) of any layoff or permanent reduction in hours. All layoffs and reductions shall be made in the order of inverse job classification seniority. Laid off employees shall have recall rights for up to three (3) months. Recall notice shall be sent to last known address of impacted employees. Laid off employee shall have five (5) calendar days in which to respond to a notice of recall.

## **ARTICLE 13. JOB SAFETY**

All incidents of workplace violence, unsafe equipment or job conditions shall be brought to the attention of the Employer.

Any protective equipment or clothing shall be provided and maintained by Employer whenever such equipment is required. The Employee shall have the responsibility to use all provided protective equipment.

## ARTICLE 14. HOURS OF WORK AND OVERTIME

### 14.1. No Guarantee of Hours

Section 1. The basic work period shall be eighty (80) hours to be worked during a period of fourteen (14) consecutive days. The regular workday will be eight (8) hours, or other shift duration to which the Employer and Employee may agree. There shall be no split shifts unless mutually agreed upon by the Employer and the Employee.

Nothing in this Agreement shall be construed as a guarantee of hours per day or per week, except as expressly provided in this Agreement.

Section 2. A four (4) week work schedule showing the employees' shifts, workdays, and hours shall be posted a minimum of two (2) weeks in advance. Once posted, no Employee's schedule shall be changed except upon mutual agreement between the Employer and Employee unless regulatory requirements or emergencies do not permit such notice. When the Employer makes a change to the overall department schedule, affected employees shall bid into the new structure by seniority.

Section 3. Employees may trade shifts with other employees within their classification by mutual agreement provided that the employees have received prior approval of their supervisor(s) and the change does not result in the payment of overtime.

Section 4. An Employee who works in excess of forty (40) hours during any established seven (7) day period shall be paid at one and one-half (1-1/2) times the Employee's regular rate of pay for all hours so worked.

### 14.2. Pay Period

The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen (14) consecutive days). The regular workday will be eight (8) hours, or such other shift duration to which the Employer and Employee may agree. An Employee who works in excess of forty (40) hours during any established seven (7) day period shall be paid at one and one-half (1-1/2) times the Employee's regular rate of pay for all hours so worked. The Employer shall be permitted to "mandate" work hours/shifts in order to ensure the proper care and welfare of the residents.

Each Employee's pay period shall consist of fourteen (14) consecutive days beginning on a day and time which will be set by the Employer and regarding which, Employees will be notified in writing. The Employer may adjust the time/day/start time of the payroll periods with not less than fourteen (14) days prior notice to the Union and Employees.

### 14.3. Workday

A workday is a period of twenty-four (24) consecutive hours beginning at times which will be set by the Employer and regarding which, Employees will be notified.

Employees shall not punch in earlier or punch out later than their scheduled shift start or ending time unless an exception has been approved, in writing, by their Department Head or supervisor. Violation of the foregoing may result in discipline.

### 14.4. Trading Shifts

Employees may trade shifts with other employees within their classification by mutual agreement provided that the employees have received prior approval of their supervisor(s) and the change does not result in the payment of overtime.

### 14.5. Overtime

An Employee who works in excess of forty (40) hours during any established seven (7) day period shall be paid at one and one-half (1-1/2) times the Employees' regular rate of pay for all hours so worked.

#### 14.6. Available Bargaining Unit Work Hours/Shifts

Employees may request extra hours within the seven (7) day period after a four-week schedule is posted. Requests will be made to the Department Head or their designee in writing or on facility forms. Extra hours will be assigned in the following order:

- 1) Qualified full-time or part-time employees by seniority non-overtime
- 2) Qualified casual employees non-overtime
- 3) Qualified full-time or part-time employees by seniority overtime
- 4) Qualified casual employees overtime

Vacant shifts that remain after this process may be offered to non-employee "pool" staff. Employees will be permitted to sign up for shifts assigned to pool staff provided such assignment is requested at least ninety-six (96) hours prior to the start of the shift.

Vacant shifts resulting from unscheduled absences shall be offered first to bargaining unit employees on a non-overtime basis using a "first-come" system.

#### 14.7. Mandated Hours

The Employer shall be permitted to "mandate" work hours/shifts following the completion of the above listed stipulations for filling vacant shifts in order to ensure the proper care and welfare of the residents.

All mandated hours, other than hours mandated for training or testing, shall be paid at a rate of one and one-half the base rate of pay and maintain eligibility for applicable differentials and bonuses.

#### 14.8. No Split Shifts

There shall be no split shifts unless the Employer and affected Employee mutually agree.

#### 14.9. Establishment of Schedules

In the course of establishing new schedules and filling vacant positions, the Employer shall give preference to bargaining unit employees in accordance with seniority by classifications.

## **ARTICLE 15. VACANCIES**

All vacancies within the bargaining unit shall be posted (which may be electronically) for a minimum of seven (7) calendar days.

Employees interested in the posted vacancy shall make their request consistent with the Employer's procedures.

The vacancy shall be filled by the employee with the most seniority, provided the employee has the necessary qualifications to perform the duties of the job involved. The determination as to whether or not an applicant possesses the necessary qualifications is within the discretion of the Employer.

## **ARTICLE 16. MEALS AND BREAKS**

### 16.1. Paid Breaks

- Paid breaks shall not exceed fifteen (15) minutes
- Employees are required to remain on the Employer's premises
- Breaks are scheduled by supervisors based on departmental/unit needs
- Breaks shall not be taken at the beginning or end of a shift
- Employees scheduled for four (4) hours or more, but less than six (6) hours, may take one (1) fifteen (15) minute paid break.

### 16.2. Unpaid Meals

- Unpaid meals shall not exceed thirty (30) minutes
- Meals are scheduled by supervisors based on departmental needs
- If an Employee leaves the Employer's premises, the Employee's supervisor must be informed and the Employee must punch out/in.

## ARTICLE 17. LEAVES OF ABSENCE

### 17.1. Leaves Generally

The Employer offers various forms of leaves of absence to Employees. The Employer is committed to offering Employees a desirable array of leaves of absence in compliance with applicable federal law, Minnesota law, administrative regulations, and ordinances. The Employer has adopted policies, procedures, and forms, regarding various leaves of absence. Those policies, procedures, and forms are summarized in the Employer's Employee Handbook. In order for Employees to understand their various forms of leaves options, they should consult the Employer's Employee Handbook as well as this Agreement. In the event that any provision of the Employer's Employee Handbook or leave related policies, procedures, or forms, conflict with this Agreement, the terms of this Agreement shall supersede any conflicting Employer policy, procedure, or form.

### 17.2. Requests for Leaves of Absence

Requests for leaves of absence shall be made in writing using employer forms. Request for leaves of absence, except emergency medical/disability Employee sick and safe leave, shall be made at least thirty (30) days in advance, unless otherwise required or permitted by law. Personal leaves may be granted at the discretion of the Employer. Authorization for or denial of a leave of absence shall be furnished to the employee in writing

### 17.4. Medical Leave

Leaves of absence of up to one (1) year shall be granted to any employee who, as a result of illness or injury, has exhausted their accumulation of leave.

### 17.5. Family and Medical Leave Act

After one (1) year of employment, an eligible employee may take a leave of absence in accordance with the Family and Medical Leave Act ("FMLA"), if applicable. The Employer shall have discretion to establish rules, etc. regarding FMLA as permitted by law. Leaves under statutes shall be taken concurrently unless otherwise required by law.

### 17.6. Military Leave

Employees will be entitled to take leaves for military purposes in accordance with state and federal law.

### 17.7. Benefits During Unpaid Leave

Unless otherwise required by applicable law, during an unpaid leave of absence, an Employee will not earn or accrue benefits. However, an Employee will not lose any benefits earned prior to the beginning of the leave and will commence earning benefits upon return from the leave.

### 17.8. Bereavement Leave

The Employer shall provide paid bereavement leave to all bargaining unit Employees on the same terms and conditions as the Employer's other Employees working in positions outside of the bargaining unit.

### 17.9. Earned Sick and Safe Time

The Employer will offer eligible Employees Earned Sick and Safe Time ("ESST") in accordance with the Employer's ESST Policy, and in compliance with applicable Minnesota law.

#### 17.10. Union Leave

Upon written request to the Employer, unpaid leaves of absence up to three (3) weeks per calendar year shall be granted to up to three (3) employees who are elected or appointed to conduct Union business, provided the leave does not interfere with operations and/or resident care. Requests for Union Leave shall be made at least four (4) weeks prior to the commencement of the leave.

#### 17.11. Jury Duty

Employees summoned to serve on a jury will be granted jury duty leave and paid at the employee's regular rate of pay for up to twenty (20) days, less the amount paid to jurors by the court. Employees notified of jury duty must notify their department manager promptly upon receiving notice of jury duty and provide a copy of such summons. If an employee serving on jury duty is released early from jury duty, the employee should contact his or her supervisor regarding return to work.

#### 17.12. School Conferences And Activities Leave

The Employer will permit Employees to take leave in order to attend school conferences and school related activities, related to the Employee's child, provided the conference or activities cannot be scheduled during nonwork hours, and otherwise and in all aspects in compliance with Minnesota law, Minn. Stat. 181.9412, et. seq.

#### 17.13. Pregnancy And Parenting Leave

The Employer will allow Employees to take parenting and pregnancy leave in compliance with the Minnesota Pregnancy and Parenting Leave Act, Minn. Stat. 181.941, et. seq.

## ARTICLE 18 PAID TIME OFF

### 18.1. Paid Time Off Accrual

Bargaining Unit employees shall accrue paid time off (PTO) on the same terms and to the same extent that the Employer's non-contract employees accrue PTO.

### 18.2. PTO Requests/Scheduling

The Employer shall attempt to schedule PTO as requested by the Employee, as staffing needs permit.

There shall be a PTO sign-up period twice each year. PTO requests for the period of January 1 through June 30 shall be submitted in the month of September and approved on the basis of seniority. PTO requests for the period of July 1-December 31 shall be submitted in the month of April and approved on the basis of seniority.

For employees who have submitted a request during the sign-up period the Employer will provide a response to their requests within seven (7) calendar days after the end of the sign-up period and shall post the PTO schedule showing all granted requests. All other PTO requests will be granted on a first-requested, first-granted basis. Supervisors shall respond to such PTO requests within ten (10) calendar days after receipt of the request. If more than one request is received on the same day, preference will be given to the senior employee. PTO, once approved, shall not be cancelled by the Employer, with the exception of circumstances required by regulatory requirements or emergencies.

## **ARTICLE 19. BENEFITS ELIGIBILITY**

Employee eligibility for various Employer benefit plans shall be determined by the eligibility requirements of each plan, information regarding which the Employer has provided the Union and will provide eligible Employees. Employees who move among classifications shall retain their dates of hire and/or total compensated hours for purposes of determining Employee benefit plan eligibility and benefit accrual rates.

Bargaining Unit employees shall be eligible to participate in the Employer's 401(k)] program on the same terms and conditions as the Employer's other employees working in positions outside the bargaining unit.

## ARTICLE 20. HOLIDAYS

### 20.1. Holidays

The Employer will comply with the Minnesota Nursing Home Workforce Standards Board (WSB) Rule regarding Holiday Pay for Recognized Holidays (as defined below), to the extent that Rule is legally binding.

Effective January 1, 2025, the Employer will recognize those eleven holidays ("Recognized Holidays") recognized by and in compliance with the requirements of the Minnesota Nursing Home Workforce Standards Board ("WSB") Permanent Rules regarding Holiday Pay, for Nursing Home Workers ("Rules")

- New Year's Day
- Martin Luther King's Birthday
- Washington and Lincoln's Birthday
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

### 20.2. Compensation for Recognized Holidays

The Employer will provide holiday pay to those unit Employees who work on Recognized Holidays, at the rate of time-and-one-half of their regular hourly rates, for all hours worked on Recognized Holidays, in compliance with the WSB's Rules.

The Employer will also pay Employees time-and-one-half for all hours worked on

- Easter

### 20.3 Invalidation of the Minnesota Nursing Home Workforce Standards Board (WSB) Rule

If the WSB Rule is invalidated or modified by judicial or administrative action, the following shall apply: Employees who work on the holidays below shall be paid double their base rate of pay for hours worked on the holiday.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

## **ARTICLE 21. INSURANCE**

Bargaining unit employees shall be eligible to participate in the Employer's group health, dental, life, and long-term care insurance plans (collectively "Plans"), as sponsored by the Employer on the same terms and conditions as apply to the Employer's other employees who work in positions outside the bargaining unit, on the same terms and to the same extent as Employer's non-unit employees participate in such Plans. The specific terms and provisions of those Plans, including but not limited to premiums, deductibles, co-pays, coverage limits, carriers, and administrative procedures, shall be subject to change at the Employer's discretion, (collectively "Changes") provided that all such Changes shall apply to the Employer's bargaining unit and non-unit employees alike. In the event that the Employer wishes to make any such Changes to such Plans during the life of this Agreement, the Employer will promptly notify the Union in advance of such Changes, and the effective date(s) thereof.

See Appendix B for current health plan Employer and Employee premium contributions effective as of January 1, 2025 subject to the provisions of this Article.

## ARTICLE 22. WAGES

### 22.1 Wage Rates

Employees shall be compensated in accordance with the wage scale marked Appendix A.

2025-2026: Upon ratification, all employees, including Employees whose rate of pay exceeds the maximum/10-year step for their classification, will receive a pay increase of \$1.00 per hour as reflected in Appendix A

### 22.2. Minimum Starting Base Rate of Pay

The Employer shall set each Employee's base hourly rate, based upon the Employer's assessment of each Employee's prior experience and length of service. No Employee's base hourly rate shall be less than the "New Hire" Wage Rates as is reflected on the attached Wage Rates scale. (Appendix A.)

### 22.3. Differentials

In addition to the regular rate of pay, differentials as set forth below will be paid to Employees.

- PM shift: \$3.00 per hour
- Overnight shift: \$4.00 per hour

### 22.4. Trained Medication Aid (TMA) Pay

Employees working in the position of TMA shall be paid an additional \$1.00 per hour.

### 22.5. Work Out of Class

An Employee temporarily assigned to a higher classification shall be compensated at the greater of their current rate of pay plus an additional five percent (5%) or the rate of pay for the higher classification.

### 22.6. Bonus/Incentives

If the employer creates or utilizes "bonus" programs (i.e. for accepting unscheduled shifts, attendance, etc.), they will inform the Union prior to implementation.

## **ARTICLE 23. MISCELLANEOUS**

### **23.1. Personnel Records**

An Employee shall be entitled to inspect his/her personnel records, as defined by Minnesota law, including but not limited to, performance appraisals, disciplinary notices or records and attendance, in accordance with Minnesota law. The Employer will permit such review in accordance with Minnesota Law. The Employer will, if an Employee requests in writing, provide an Employee who so requests with a copy of his/her personnel records in accordance with Minnesota law.

### **23.2. Applicable Law**

Nothing contained in this Agreement shall be construed to impair any of the rights of the Employer, the Union or the Employees under any of the applicable state or federal laws.

## **ARTICLE 24. NO STRIKE/NO LOCKOUT**

The Employer and the Union agree that because of the critical health care services of the Employer in the Facility's community, this Agreement prohibits strikes, slowdowns, lockouts or work stoppages (collectively an unauthorized strike) during the life of this Agreement.

In the event that the Employer believes that there is an unauthorized strike occurring, the Employer will so advise the Union and in that event, the Union shall:

1. Notify Employees that such strike is unauthorized
2. Order Employees to return to work, and
3. Advise the Employees, in writing, that the strike is unauthorized and that the Employees are directed to cease such action and return to work.
- 4.

The prohibition against unauthorized strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance and arbitration provisions of this Agreement.

## **ARTICLE 25. SAVINGS CLAUSE**

Should any provision of this Agreement be declared illegal by any court or administrative agency of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon meet and confer to seek a substitute provision which is in conformity with the applicable law.

## **ARTICLE 26. EXPIRATION OF AGREEMENT**

All of the Employer's obligations under the "Grievance and Arbitration" and "Union Security" articles of the Agreement and its rights under the "Management Rights" article shall end upon the expiration of this Agreement, absent a written mutual agreement to extend, or mutual agreement otherwise.

## **ARTICLE 27. SUCCESSORSHIP**

In the event the Employer plans to close or sell the facility, the Employer will negotiate with the Union regarding the effects of said closure of sale upon bargaining unit Employees, in accordance with the Employer's obligations under federal law.

## **ARTICLE 28. DURATION AND CHANGES**

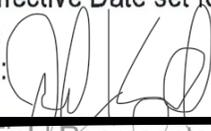
This Agreement shall continue in full force and effect from May 5, 2025, until May 4, 2026. This Agreement shall continue in full force and effect from year to year thereafter unless written notice to terminate the Agreement is given by either party to the other party at least ninety (90) days prior to May 4, 2026, or at least ninety (90) days prior to any yearly expiration period thereafter. This Agreement may also be terminated by either party by providing written notice to the other party after May 4, 2026, and after the commencement of any negotiations which are undertaken pursuant to this Article, absent a contrary agreement to extend.

If either party desires to modify the terms of this Agreement, it may do so by giving written notice to the other party at least ninety (90) days prior to May 4, 2026, or at least ninety (90) days prior to any yearly expiration period thereafter.

This Agreement shall continue in full force and effect until and unless it is either modified or terminated in accordance with the above provisions.

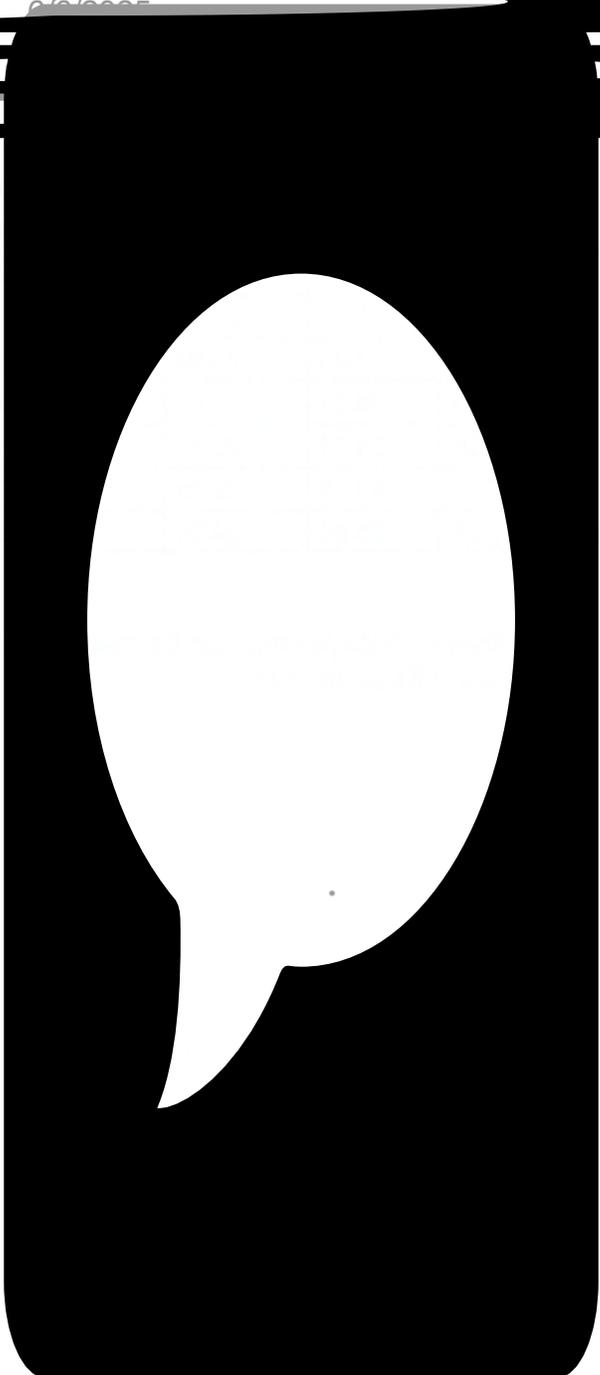
Once signed below by a representative of both the Employer and Union, the undersigned representatives agree that this Agreement shall become effective as of the Effective Date set forth above.

EMPLOYER:   
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

UNION:   
By \_\_\_\_\_  
Title Field Representative AFSCME Council 65  
Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



**APPENDIX A**

**WAGE RATES**

**2025-2026 Wage Scale (upon ratification)**

	LPN	TMA	NA/R	Housekeeping	Activity Aide	Receptionist	Beautician	HUC
New Hire	28.50	22.50	21.50	17.50	18.25	17.50	27.25	22.50
1 year	28.75	22.75	21.75	17.75	18.50	17.75	27.50	22.75
2 years	29.00	23.00	22.00	18.00	18.75	18.00	27.75	23.00
3 years	29.25	23.25	22.25	18.25	19.00	18.25	28.00	23.25
4 years	29.50	23.50	22.50	18.50	19.25	18.50	28.25	23.50
5 years	29.75	23.75	22.75	18.75	19.50	18.75	28.50	23.75
6 years	30.00	24.00	23.00	19.00	19.75	19.00	28.75	24.00
7 years	30.25	24.25	23.25	19.25	20.00	19.25	29.00	24.25
8 years	30.50	24.50	23.50	19.50	20.25	19.50	29.25	24.50
9 years	30.75	24.75	23.75	19.75	20.50	19.75	29.50	24.75
10 years	31.00	25.00	24.00	20.00	20.75	20.00	29.75	25.00

Employees whose pay exceeds the maximum (10-year step) rate for their classification will receive a pay increase of \$1.00 per hour.

**APPENDIX B**

**MEDICAL, DENTAL AND VISION INSURANCE OPTIONS**

PLEASE SEE CURRENT INSURANCE PLANS WHICH THE EMPLOYER OFFERS TO ELIGIBLE EMPLOYEES

<b>CURA</b>				
<b>2025 Blue Cross Medical, Dental &amp; Vision</b>				
	<b>\$3,500 / \$7,000 H.S.A.</b>	<b>\$4,500/\$9,000 H.S.A.**</b>	<b>\$6,500/\$13,000 H.S.A.**</b>	<b>\$2,500 / \$7,500 Copay</b>
<i>Network</i>	<b>Aware</b>	<b>High Value</b>	<b>High Value</b>	<b>Aware</b>
<i>Deductible</i>	\$3,500 Individual / \$7,000 Family	\$4,500 Individual / \$9,000 Family	\$6,500 Individual / \$13,000 Family	\$2,500 Individual / \$7,500 Family
<i>Preventive Service</i>	100% No deductible			
<i>Coinsurance (You Pay)</i>	0% After Deductible			20%
<i>Office Visits</i>	0% After Deductible			\$40 Copay
<i>Maximum Annual Out of Pocket</i>	\$3,500 Individual / \$7,000 Family	\$4,500 Individual / \$9,000 Family	\$6,500 Individual / \$13,000 Family	\$5,500 Individual / \$11,000 Family
<i>Prescription Drugs (You Pay)</i>	0% after deductible			\$20/50/75/120/20%
<b>H.S.A PLANS Offer \$0 Copay for certain medications for certain preventive and maintenance medications (Diabetes, high</b>				
		**Not Medicare Credible	**Not Medicare Credible	
<b>Care Center Bi-Monthly Rates</b>				
<i>Employee</i>	\$124.29	\$ 54.87	\$11.94	\$117.57
<i>Employee/Children</i>	\$257.30	\$ 113.60	\$24.71	\$243.39
<i>Employee/Spouse</i>	\$246.21	\$ 108.71	\$23.65	\$232.90
<i>Family</i>	\$379.22	\$ 167.44	\$36.42	\$358.73
<b>DENTAL</b>		<b>VISION</b>		
<i>Deductible</i>	\$50 Individual / \$150 Family	<i>Network</i>	<b>Davis Vision</b>	
<i>Annual Maximum per Member</i>	\$2,000.00	<i>Eye Exam</i>	\$10 Copay (If not enrolled in Medical Plan)	
<i>Preventive Services not applied to Annual Maximum</i>		<i>Lenses</i>	\$25 Copay	
<i>Preventive and Diagnostic Benefits (You Pay)</i>	0%	<i>Frames</i>	\$0 - 25 Copay	
<i>Basic restorative Services (You Pay)</i>	20%	<i>Various Enhancements</i>	Starting at \$0 Copay	
<i>Major Services (You Pay)</i>	50%	<i>Contacts</i>	\$0 Copay up to 4 boxes/year	
<i>*New This Year - Junior Dental - No deductible or Annual Plan Maximum for Children Under 12*</i>				
<b>Bi-Monthly Rates</b>		<b>Bi-Monthly Rates</b>		
<i>Employee</i>	\$18.62	<i>Employee</i>	\$3.44	
<i>Employee + 1</i>	\$39.31	<i>Employee + 1</i>	\$6.46	
<i>Family</i>	\$63.30	<i>Family</i>	\$9.95	