

TABLE OF CONTENTS
January 1, 2023– December 31, 2025
VALLEY VIEW/HERITAGE COURT.

PREAMBLE.....	2
ARTICLE 1 - RECOGNITION	2
ARTICLE 2 - MANAGEMENT RIGHTS	2
ARTICLE 3 - UNION SECURITY	3
ARTICLE 4 - PROBATION.....	3
ARTICLE 5 - UNION DUES	4
ARTICLE 6 - DEFINITION/CLASSIFICATION OF EMPLOYEES.....	4
ARTICLE 7 - HOURS OF WORK AND OVERTIME.....	5
ARTICLE 8 - WAGES.....	9
ARTICLE 9 - PAID HOLIDAYS.....	10
ARTICLE 10 – PAID TIME OFF (PTO)	11
ARTICLE 11 - SENIORITY.....	12
ARTICLE 12 - DISCIPLINE AND DISCHARGE	13
ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE	14
ARTICLE 14 - LEAVES OF ABSENCE	15
ARTICLE 15 - SUCCESSORSHIP	17
ARTICLE 16 - SAVINGS CLAUSE.....	17
ARTICLE 17 - NO STRIKE/NO LOCKOUT	17
ARTICLE 18 - HEALTH INSURANCE.....	17
ARTICLE 19 - UNION REPRESENTATIVE ACCESS	19
ARTICLE 20 - STEWARDS	19
ARTICLE 21 - LABOR/MANAGEMENT MEETINGS	20
ARTICLE 22 – SUBCONTRACTING.....	20
ARTICLE 23 - NO DISCRIMINATION.....	20
ARTICLE 24 – MISCELLANEOUS.....	20
ARTICLE 25 - TAX DEFERRED ANNUITIES.....	21
ARTICLE 26 - PENSION PLAN	21
ARTICLE 27 - INFECTIOUS DISEASE PREVENTION.....	21
ARTICLE 28 - DURATION AND CHANGES	213
APPENDIX “A”	24

AGREEMENT

BETWEEN

VALLEY VIEW NURSING HOME OF HOUSTON, INC.

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189

PREAMBLE

This Agreement is made and entered into this 1st day of January 2023 by Valley View Nursing Home of Houston, Inc. (the "Employer") and United Food and Commercial Workers Union, Local 1189 (the "Union"). The Employer recognizes the Union as the exclusive bargaining representative of Employees employed in the unit for which the Union was certified by the National Labor Relations Board in NLRB Case No. 18-RC-16390 as unit employee's exclusive representative.

ARTICLE 1 - RECOGNITION

Section 1.1: The Employer recognizes the Union as the sole representative of all its full-time and regular part-time Registered Nursing Assistants, Dietary Aides, Cooks, Laundry Aides, Housekeeping Aides, Licensed Practical Nurses, Activity Aides, Maintenance Personnel, Resident Assistant, In-House Pool, Scheduler and Non-Supervisory Registered Nurses employed by the Employer at its facility located at 510 E. Cedar Street, Houston, Minnesota; excluding Administrator, Director of Resident Services, Director of Nursing, Assistant Director of Nursing, Department Heads, Office Clerical Personnel, Medical Records Supervisor, Guards, and Supervisors as defined in the Act, as amended.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1: 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 work force 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, discipline, suspend, or discharge for just cause;
2. Select and determine the number of employees, including the number assigned to any particular work;

3. To increase or decrease that number;
4. Direct and schedule the work force;
5. Determine the location and type of operation;
6. Install or remove equipment;
7. Determine the methods, procedures, materials, and operations to be utilized by the Employer;
8. Establish, increase or decrease the number of work shifts and their starting and/or ending times;
9. Promulgate, post and enforce reasonable rules and regulations governing the attendance, conduct, and acts of employees during work hours;
10. Select supervisory employees;
11. Train employees;
12. Introduce new and improved methods of operations;
13. Establish, change, combine, or abolish job classifications, and determine job content and qualifications;
14. Set reasonable standard of performance of the employees;
15. Develop and distribute employee handbook and employee-related policies, procedures, and forms.

ARTICLE 3 - UNION SECURITY

Section 3.1 - Employment: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union remain members in good standing and those who are not members on the effective day of this Agreement, shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the ninetieth (90th) day following the beginning of such employment become and remain members in good standing in the Union.

“In good standing,” for the purposes of the agreement between this Union and this Employer, is defined to mean the payment of a standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as applied uniformly to all employees covered by this Agreement.

ARTICLE 4 - PROBATION

Section 4.1 - Probation: Employees shall be probationary employees for the first ninety (90) days of employment and during such period may be discharged by the Employer with or

without cause without the same causing a breach of this contract or constituting a grievance hereunder.

Section 4.2 – The Union Steward may meet with new hires at the end of the orientation sessions for up to fifteen (15) minutes, for the purpose of Union orientation. The new hire shall remain punched-in and will be paid by the Employer for this time period. The Union Steward will not be paid by the Employer while providing this Union orientation. The Employer shall provide a list of newly hired employees to the Union Steward within ten (10) days of employment.

ARTICLE 5 - UNION DUES

Section 5.1 – Check-off: The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization which shall be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner.

Section 5.2 - Applications: The Employer will pass out Union applications to newly hired employees.

Section 5.3 - Dues: The Employer agrees to deduct Union dues as prescribed by the Union. Such deductions will be made from the wages of the employee and transmitted to the Union within seven to ten days of the deduction. The Employer will furnish a list of employees and the amounts of dues deducted from such employees.

Section 5.4 - Refunds: The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such a refund, if requested.

Section 5.5 - Indemnification: The Union agrees to indemnify the Employer for claims on liabilities rising from the Employers performance of its obligations under the Union dues or Union security provisions of this agreement.

ARTICLE 6 - DEFINITION/CLASSIFICATION OF EMPLOYEES

Section 6.1 - Full-time: Full-time employees are those employees regularly scheduled to work sixty (60) hours or more in a pay period.

Section 6.2 - Part-time: Part-time employees are those employees regularly scheduled to work less than sixty (60) hours in a pay period.

Section 6.3 - Flexible Part-Time: Flexible Part-time employees are employees who are hired for flexible schedules and will be guaranteed a specified number of shifts according to agreed upon availability.

Flexible Part-Time employees will give their shift availability to the scheduler before being hired into this position. Flexible Part-Time employees will be scheduled a minimum of 16 hours per pay period, and work at least 1 weekend day and every other holiday if hours are available.

Flexible Part-time employees will be scheduled after regular Part-time and regular Full-time employees are scheduled their regular shifts. Flexible Part-time employees are members of the Union and have seniority according to 11.2.

Section 6.4 - Casual Employees:

Casual employees shall be defined as an employee who is not regularly scheduled to work. Casual employees will meet the following requirements as a condition of employment:

- 1) All Casual employees will be union members and pay dues in pay periods that they work at the part-time dues rate.
- 2) You will be required to pick up three (3) shifts in a four (4) week period. One (1) of these shifts must be a weekend shift if shifts are available. Required shifts will be picked up from the facilities needs sheets, not through taking another employees shift.
- 3) You will be required to work two (2) recognized holidays (Referenced in Section 9.1) per calendar year if shifts are available.
- 4) You will be responsible for contacting the staffing Coordinator bi-weekly to schedule shifts.
- 5) You will not be guaranteed a specific nursing unit when you pick your shift.
- 6) If there is a need for hours reduction, the Employer agrees to contact the employee two (2) hours prior to the start of this shift.
- 7) If you are scheduled to work and do not work, it will be considered an absence and you will be required to use your PTO. If you have not met your requirements in Step 2, you will be required to schedule an additional shift to make up for your absence.
- 8) Casual employees will continue to earn PTO at the Accrual Rate referenced in Section 10.3.
- 9) Casual employees will be eligible for all pick-up bonuses offered to regularly scheduled employees unless specified otherwise in the collective bargaining agreement, only after they have met their requirements in Step 2.
- 10) Casual employees who have not met the aforementioned requirements for two (2) consecutive months, will be subject to termination.

Section 6.5 - Seasonal Employees: Seasonal employees shall be defined as employees who work extra hours while on break from post-secondary schooling, such as holiday periods and during summer break between June 1st and August 31st. Seasonal employees are not included in the bargaining unit and are not covered by this Agreement.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

Section 7.1 - Pay Periods:

Section 7.1.1 Employees shall be paid consistent with the Employer's pay period. The pay period shall begin with the start of the day shift on a specified day and end fourteen (14) days later with the end of the night shift. Any changes in the pay period will first be discussed with the Union.

Section 7.1.2 Payroll errors of (eight) 8 hours or more will be corrected within two (2) business days. Payroll errors of less than eight (8) hours will be corrected the next pay period.

Section 7.2 - Employee Breaks: Employees scheduled for a seven and one-half (7.5) hour shift are entitled to one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid breaks. Employees scheduled to work less than seven and one-half (7.5) hours but five and one-half (5.5) or more hours are entitled to one (1) thirty (30) minute unpaid meal period and one (1) fifteen (15) minute paid break. Employees scheduled to work less than five and one-half (5.5) hours but four (4) hours or more are entitled to one (1) fifteen (15) minute paid break.

Section 7.3 - Overtime:

Section 7.3.1 For the purposes of determining overtime eligibility on a daily basis, a "workday" shall be defined as any twenty-four (24) hour period beginning at 7:00 a.m. through 6:59 a.m. An employee shall be paid overtime for all hours worked exceeding eight (8) in a day (exclusive of an unpaid lunch break) or eighty (80) in any two (2) week period, as defined in Section 7.1.

Section 7.3.2 All hours worked in excess of eight (8) hours during two (2) consecutive shifts will be paid at the rate of one and one-half (1 ½) times their regular rate of pay.

Section 7.3.3 There shall be no pyramiding of overtime. Pyramiding is defined as being paid overtime twice for the same hour(s), or payment of any other wage premium above overtime or the holiday rate, whichever is higher.

Section 7.4 - Scheduling:

Section 7.4.1 All work schedules shall be posted in ink and electronically two (2) weeks in advance. The Employer shall strive to have the hours and shift assignments of the employees consistent from work period to work period.

Section 7.4.2 If the Employer changes a posted schedule so as to require an employee to work a day off, the Employer shall notify the affected employee at the time the change is made. Such changes will be kept to a minimum. The Employer may change a shift or schedule for legitimate business reasons or with the consent of the employee.

Section 7.4.3 Employees shall be scheduled so that they shall not be required to work more than any part of two (2) weekends out of four (4), except in the cases of emergency, scheduled holidays or unavoidable situations where the application of this principle would have the effect of depriving residents of needed care or by mutual agreement between the Employer

and the employee. The weekend is defined as beginning with the night shift, Friday night and ending at the conclusion of the afternoon shift Sunday.

Section 7.4.4 Any employee reporting for work at their regular scheduled starting time who has not been previously notified not to report for work shall receive a minimum of four (4) hours work that day. A bona fide attempt by the Employer to contact the employee shall be taken as notice under this provision.

Section 7.4.5 Employees who are called in for work outside their scheduled hours shall receive a minimum of four (4) hours of work at the rate of their regular position or the rate of the position they are called in to fill, whichever is greater. (Employees may agree to work on a "call in" basis for less than a four hour minimum, and such employees will only be paid for hours actually worked).

Section 7.4.6 Consecutive Days: An employee shall not be scheduled to work more than six (6) consecutive days unless time and one half compensation is paid for work in excess of such six (6) consecutive days. This rule shall not apply where the consecutive days are due to the employee volunteering to work extra shifts or being called in to work extra shifts. By mutual agreement between the employer and the employee, the employee may be scheduled contrary to this section without payment of overtime compensation under this Section.

Section 7.4.7 In-Services: Attending in-services during regular work hours shall be considered time worked for all purposes. When the employer posts notices for in-services, that notice shall clearly state if the in-service is (1) mandatory, (2) must be completed within two (2) weeks, or (3) that it is just an informational meeting. Missed in-services need to be completed within two (2) weeks unless employee is on vacation and then an employee must complete within two weeks of returning from vacation. In-services that are to be completed online will be completed in the facility on facility computers unless otherwise authorized by department supervisor. Hours will be paid at regular rate of pay for the time spent, up to one hour.

Employees shall be paid for attendance at in-services as follows:

Section 7.4.8 Mandatory: When attendance is required on a specified day and time for an in-service, the employee will be paid a minimum of two (2) hours attending the in-service. Mandatory in-services that are made up at a later date will be paid actual time.

If employees are not notified of cancellation of a mandatory in-service, employee shall be paid for two (2) hours. Proper notice of cancellation shall be to post a notice within twenty-four (24) hours of the meeting or to notify those employees not scheduled. Leaving a phone, text or email message will be considered proper notice.

All Mandatory in-services will be made up within two (2) weeks of the scheduled in-service date. If the in-service is not made up within two (2) weeks of the scheduled in-service date, the employee will be removed from the schedule and not be put on back on the schedule until

the in-service is completed. An extension may be granted, with approval of Supervisor, for extenuating circumstances.

- a. In-service Completion Required: If attendance is not required on a specific date but the in-service must be completed within four (4) weeks the employee will be paid only for the actual time spent attending the in-service.
- b. Informational Meetings: If attendance is not required at a meeting, the time is unpaid unless the meeting is attended during the employee's regular work hours.

Section 7.5 - Flexible Scheduling: The Employer and individual employees may agree upon patterns of work schedules providing for work in excess of eight (8) hours per day, with overtime paid on an "over 40" basis. Implementation of flexible schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

Section 7.5.1 Employees, within a classification, by seniority, shall have an opportunity to review alternate work schedules or schedules being considered prior to volunteering for flexible work schedules. An employee may limit the agreement to specific types of flexible work schedules. The Employer shall retain written documentation that an employee has agreed to a flexible work schedule and of the type of flexible work schedule to which the employee has agreed. An employee electing to work schedules under this Section may revoke such election by giving the Employer written notice of four (4) weeks.

Section 7.5.2 The Employer and individual employees may agree, in order to accommodate a flexible schedule, that the basic work period shall be forty (40) hours per week. An employee shall be paid time and one half (1-1/2) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in Section 7.3.

Section 7.6 - Schedule Openings: The Employer shall post all known available hours that become available because of staff vacation, medical leave, etc., in the "need" column seven (7) days prior to posting the new schedule. Employees may bid on these hours by seniority. The hours will be awarded first within the job classification, then qualified employees from outside the classification may be awarded the hours. These hours will be awarded with the following priorities:

- a. Regular full and part-time and flexible part-time employees by seniority without overtime.
- b. Regular full and part-time employees, and flexible part-time employees by seniority with overtime, (flexible part-time employees should indicate in writing their desire and availability to work scheduled overtime).
- c. Employees outside the job classification and Casual employees by seniority.

Section 7.6.1 When hours become available without previous scheduling notice (i.e., sick calls, funeral leave, etc.) The facility will notify all Regular full and part-time and flexible part-time staff and attempt to fill the hours using the provisions in Section 7.6 (i.e. full and part-time and flexible part-time by seniority in the job classification).

If no outside employee agrees to pick up the open shift, a qualified employee may be transferred from their currently scheduled position to the open position. The employee will be compensated at their scheduled rate of pay. If more than one employee is qualified, the lesser credentialed employee will be transferred to the open position.

ARTICLE 8 - WAGES

Section 8.1:

Hourly rates of pay for classifications covered by this Agreement are contained in Appendix "A" and shall be the wages and scale for all employees.

All union members will advance on the wage schedule, outlined in Appendix "A" of this Agreement, on their anniversary date of hire.

All newly hired employees shall be paid at one of the list contract wage steps or one of the steps agreed to for the determining of credit for experience.

Section 8.2: All Nursing Staff and Resident Assistants working on the PM shift will receive an additional \$1.00 per hour and all Nursing Staff and Resident Assistants working on the night shift will receive an additional \$5.00 per hour in addition to their base rate of pay.

Section 8.2.1: All Employees working the weekend shift as classified by the timekeeping system as a weekend hour will receive an additional \$2.00 per hour for all hours worked.

Section 8.3.1: Regular full and part-time employees who agree to work on their unscheduled weekend shift will be paid at the rate of two times (2x) their normal rate of pay.

Section 8.3.2: Employees who agree to come in to replace a sick or absent co-worker for the days Monday – Friday will receive an additional three (\$3.00) dollars per hour for shifts worked above and beyond their regular schedule. Overtime will be calculated on the employee's base rate of pay.

Section 8.4: The nursing home will give 100% credit for prior work related experience for up to a maximum of twenty (20) years. The hourly rate will be based on Valley View wage step schedule; the employee will be placed at the appropriate rate and will progress from that point on their anniversary.

Section 8.5: Transfer Between Departments: Employees transferring between departments covered by this Agreement shall have their pay adjusted up or down, as the case may be, based on the difference in the start rates between the employees' former and new classification.

Employees who are not certified will be placed at the ninety (90) day scale rate in their new classification if the employees' rate is greater than the ninety (90) day rate the employee will stay at that rate. Upon successful completion of the NAR certification the Employee will be moved to the corresponding rate with years of service in the building. These Employees will be placed at the bottom of the seniority list for the new classification. Employees who are unable to successfully complete NAR course will be moved back to their original position and rate of pay.

Section 8.6: RN's and LPN's working an average of twenty (20) hours per pay period, are eligible for up to fifty dollars (\$50.00) per fiscal year for the cost of continuing education contact hours needed to meet state registration renewal requirements. All continuing education classes must be pre-approved by the Director of Nursing or the Administrator and must meet state continuing education licensing requirements.

Section 8.7: Employees with five (5) or more years of service with the employer will receive a bonus on the first full pay period of October of each year, based on their years of service:

- 5-10 years = \$100.00
- 10+ years = \$300.00

The bonus will be given annually to employees within the yearly brackets with first payroll in October based on their years of service as of October 1st.

Section 8.8: All employees assigned to orient new employees will be paid an additional one dollar (\$1.00) per hour for the hours spent training new hires.

ARTICLE 9 - PAID HOLIDAYS

Section 9.1: Full-time employees will have a paid holiday for the following days:

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

Section 9.2: For the purposes of holiday premiums, the holiday will commence with the night shift on the prior day through the afternoon shift of the holiday, except Christmas Day, which commences with the afternoon shift of December 24th through the afternoon shift of December 25th.

Special religious holidays may be observed by substituting such holidays for one of the above holidays with permission from the Administrator.

Full-time employees qualify for holiday benefits only after completing their ninety (90) day probationary period. Eligible employees will receive the base rate of pay (excludes shift differential, if any) for the holiday off.

Section 9.3: All holidays must be taken within a two (2) week period directly following the actual holiday. Those employees entitled to a day off with pay, must use it within the two (2) weeks after the holiday. If actually scheduled to be off the holiday, this is the day the employee will be paid for.

Section 9.4: Days recognized as holidays which occur within an employee's approved and compensated vacation will not be chargeable to the employee's vacation, unless the employee chooses to extend their vacation the extra day allowed for the holiday.

Section 9.5: Employees will not be eligible for any form of holiday pay if an absence occurs on the scheduled workday preceding the holiday, on the holiday, or following the holiday, unless approved by the Administrator or Department Supervisor. Employees will be paid the base rate of pay for hours worked on the holiday if the absence is not approved.

Section 9.6: Employees, including those regularly scheduled for less than sixty (60) hours per pay period, who are required to work on a holiday, shall receive pay at two (2) times his/her base rate (excludes differential, if any) for each hour worked on said holiday.

Holiday premium pay will not exceed eight (8) hours.

Section 9.7: The Employer agrees to provide meals for all staff working on the holidays referenced in Section 9.1 of the cba at no cost to the employee.

ARTICLE 10 – PAID TIME OFF (PTO)

Section 10.1: Each employee will earn Paid Time Off (PTO) per the schedule below. PTO can be used for any reason, i.e., illness, time at home, family emergencies, children's illness, vacation, etc.

Section 10.2: Employees begin earning PTO immediately upon hire based on the number of hours worked. PTO is available when an employee completes the ninety (90) day probationary period. To be most effective, PTO should be taken one (1) full week at a time.

Section 10.3: PTO is calculated by taking the accrual rate for the number of years and multiplying it by the total number of hours you have worked in the pay period.

<u>Years of Service</u>	<u>Accrual Rate for each hour Paid</u>
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One Year	.0346
Two Years	.0538

Five Years	.0731
Ten Years	.0962
Fifteen Years	.1000
Twenty Years	.1038

A request to take PTO should be made two (2) weeks in advance of the time off desired, but not more than twelve (12) months before the work schedule is posted for the period in which the employee wants PTO.

All requests will be honored in the absence of a compelling reason for denial. If Christmas and New Years are the employee's regular holidays to work, PTO will not be granted, but the employee may switch with another employee.

Section 10.3.1: Employees with four (4) or more years of service will receive an additional sixteen (16) hours of floating holiday pay on their anniversary date.

Section 10.4: Earned but unused PTO may be carried over for up to one (1) year, to a maximum of 216 hours of carry over on October 1st of each calendar year. PTO will stop accruing when the Employee's balance reaches 320 hours. Employees may cash out up to eighty (80) PTO hours per pay period, subject to the following criteria: full-time must leave a minimum of forty (40) hours in their PTO bank, while part-time Employees must leave a minimum of twenty (20) hours in their PTO bank.

Section 10.4.1: An employee who has qualified for a LOA under the guidelines of the contract and who has exhausted all of their current PTO, will qualify for a voluntary transfer of PTO from other employees. Any employee who elects to transfer PTO must do it in increments of eight (8) hours. Transferred PTO will be calculated on the wage per hour of the employee donating. The dollar value will be transferred to the recipient.

Section 10.5: An Employee that has been terminated shall receive all of their unused PTO balance.

Section 10.6: Full-time and Part-time employees shall be able to request (3) full scheduled weekends off per year provided they have enough PTO to cover the requested time off. The year shall be defined as October through September. This does not apply to Flexible part-time and COC Employees.

ARTICLE 11 - SENIORITY

Section 11.1 - Placement on List: Employees retained by the Employer after completion of their probationary period, will be credited with seniority as of their first day of employment with the employer and their names will be added to the seniority list.

Section 11.2 - Basis of Seniority: Seniority will be based on an employee's most recent date of hire in a department classification, for all purposes except permanent lay off or permanent

hours' reduction. (TMA's will have seniority in their classification and will maintain their seniority as Nursing Assistants.)

The initial seniority list will be established based on an employee's most recent date of hire with no subsequent separation from the Employer. After the initial list is established, any break in bargaining unit service will terminate seniority.

Section 11.3 - Vacant Positions: All vacant positions, whether in existing or proposed new bargaining unit classifications, shall be posted at least seven (7) days before being filled. The Employer may make interim assignments to vacant positions. Such notice shall state the job classification to be filled, the anticipated shift of work and hours of work per pay period and the qualifications for the position.

Job related qualifications may include but are not limited to, related experience, training and registration. The employee with the required qualifications with the most seniority in the classification with the vacant position shall be awarded the position. If no employee within the classification bids on the position, the most senior qualified applicant outside the classification shall be awarded the position. The Employer may assign employees to particular areas, resident, or tasks as necessary to satisfy regulatory/resident care objectives. Vacant positions shall be emailed and posted by the time clock and at Heritage Court.

Section 11.4 – Hours of Work: The parties agree to add permanent hours to existing employees schedules up to eighty (80) hours per pay period, providing doing so does not disrupt existing “block” schedules and maintains consistent scheduling assignments.

Section 11.5 – Hours Reduction: If reductions in hours become necessary, the Employer will seek volunteers in the classification and/or the shift affected. If enough volunteers are not found, reductions in hours shall be made starting with the least senior employee in the classification and on the shift affected.

In a situation where a volunteer has taken a reduced schedule, as opposed to going home early, such volunteer may have their regular schedule restored with two (2) weeks' notice to the Employer.

In the case of a permanent lay off or permanent reduction in hours in a classification, a more senior employee - based on date of hire with the employer - may bump a less senior employee in another classification if they are qualified, and they will be paid the appropriate rate for the position.

If an employee agrees to reduce hours voluntarily, scheduled hours will be counted as hours worked for the purposes of maintaining benefits and seniority.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 12.1: No Discipline or Discharge Without Cause: The Employer shall not discipline or discharge an employee without just cause.

A written grievance relating to any disciplinary action must be received by the Employer within seven (7) calendar days of the employee receiving the disciplinary action.

Section 12.2: Grievances Related to Discipline - Copies to Union: A written notice of any disciplinary action shall be given the employee and a copy sent to the Union, if requested by the disciplined employee or the Union.

ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE

Should any differences or disputes arise over the interpretation of, application or compliance with the terms and provisions of this Agreement, there shall be an earnest effort on the part of the parties to settle promptly through the following steps: (Grievances filed by the employer begin at Step 2).

Step 1: The Employer, employee and/or the Union shall first informally discuss the grievance with an immediate supervisor within fourteen (14) days of the event precipitating the grievance.

Step 2: If the grievance is not resolved in Step 1, it shall be reduced to writing and submitted to the Union's Representative or the Employer Administrator (or representative designee) within seven (7) days of the Step 1 meeting. Grievances over wages, hours, and vacation provisions of the Agreement, shall be timely if given within sixty (60) calendar days after the regular pay day of the period in which the violation occurred. Grievances related to disciplinary actions shall be timely if received by the Employer within seven (7) calendar days. The Employer's Administrator shall meet with the Union Representative (or designees) in an attempt to resolve the grievance within fourteen (14) calendar days of receipt of a written grievance. The Employer or Union shall have ten (10) calendar days after the Step 2 meeting to respond in writing to the grievance.

Step 3: Before requesting a panel of arbitrators, the Employer's Administrator and the Union's Representative shall have the option of bringing the grievance to Federal Mediation and Conciliation Services (FMCS) for dispute mediation. This Step is by mutual agreement of the parties and any decision or opinion rendered by the mediator is not binding.

Step 4: If a grievance is not resolved in Step 2 and/or Step 3, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer's Administrator or Designee or the Union's Representative or Designee within ten (10) calendar days following the Step 2 or Step 3 meeting.

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 had 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 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 or 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 employees(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 expenses 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 the 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.
- d. 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 arose prior to expiration of the Agreement.

ARTICLE 14 - LEAVES OF ABSENCE

Section 14.1 - Applying For Leave Of Absence: Requests for leaves of absence shall be made in writing using Employer forms. Requests for leave of absence, except emergency medical/disability leave, shall be made at least thirty (30) days in advance, unless otherwise permitted by law. Personal leave may be granted at the discretion of the Employer.

Section 14.2 - Illness/Injury Unrelated To Work: After completion of 6 months, employees may be eligible for a leave of absence of up to six (6) months without pay if the employee is unable to work due to illness or injury unrelated to work. In the case of an illness or injury leave, a physician's statement may be required to confirm that after an illness or injury leave will be required to furnish a physician's report certifying that employee's ability to perform the essential functions of his/her position, with reasonable accommodation, if appropriate. Should the employee return from such leave within 6 months of the start of the leave, the employee shall be returned to his/her former position or a substantially similar position (with

the same classification, shift and number of hours as the employee's pre-leave position). Should the employee remain on leave for longer than 6 months, the Employer does not guarantee that the employees' position will be available, but the employee will be given preference in filling other positions for which the employee is qualified. Available time off benefits must be used prior to taking leave under this section, except that an employee may retain up to 40 hours of available time off benefits to be used after the leave ends.

Section 14.3 - Family Leave/Parental Leave: After one (1) year of employment, an otherwise eligible employee may take a leave of absence in accordance with the Family and Medical Leave Act (FMLA) and/or the Minnesota Parental Leave Act, if applicable. The Employer shall have discretion to establish rules etc., regarding FMLA/Parental Leave as permitted by law. Any change in the company policy or rules should be given in writing to the Union.

Section 14.4 - Military Leave: The Employer shall comply with all applicable state or federal laws relating to such leave.

Section 14.5 - Benefits During Unpaid Leave: 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 leave.

Section 14.6 - Health Insurance During Leave: Health insurance may be continued during an unpaid leave of absence if an employee pays the premium during that period. The Employer shall not pay an employee's insurance premium or any portion thereof while an employee is on leave, unless otherwise required by law as in Section 15.3 FMLA.

Section 14.7 - Bereavement Leave: Employees who are regularly scheduled and have completed their probationary period may take bereavement leave in the event of a death of an immediate family member (parent, parent-in-law, grandparent, brother or sister of employee or their current spouse, spouse, child, stepchild, stepmother, stepfather, step grandparent or grandchild). An eligible employee may take paid bereavement leave for up to four (4) scheduled workdays. Paid bereavement leave may not be taken later than two (2) days after burial. Part-time employees shall be paid for up to two (2) days of bereavement leave and may take an additional unpaid day of bereavement leave.

The Employer will compensate the employee their bereavement leave pay according to the eligibility as stated above, regardless if the employee was scheduled to work during the requested leave for bereavement.

The requested days are eligible for pay only if the employee was scheduled to work on the requested days. Employees who take bereavement leave will be paid only for scheduled hours on requested days of leave.

An employee who feels that he or she needs additional time off for bereavement may request additional unpaid time off, or may use paid time off, at the discretion of and with the Employer's prior approval.

Section 14.8 - Jury Duty Leave: An employee called to serve on jury duty shall be allowed time off by the Employer and shall be reimbursed for the difference between the amount paid for such jury duty and his/her compensation for regularly scheduled work hours necessarily lost because of such jury duty, for a period of up to five (5) scheduled work days. Employees on jury duty leave are encouraged to return to the Employer and work those hours otherwise scheduled when the employee is not serving on the jury. Employees called to serve on a jury must notify their department head as soon as possible so that a replacement may be found. The employee must provide proof of jury duty and pay received. Hours spent on jury duty are hours worked for purposes of this agreement, but not for purposes of calculating overtime.

ARTICLE 15 - SUCCESSORSHIP

In the event of a transfer, sale or assignment of the Employer's facility, the Union shall be notified as soon as practical in advance of such action. Upon request of the Union, the Employer agrees to meet and confer about the effects of such transfer, sale or assignment upon the bargaining unit employees.

ARTICLE 16 - SAVINGS CLAUSE

If any part of this Agreement is held to be in violation of any federal or state law, the provisions held to be invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to be binding on the parties hereto. In the event any provision is held to be invalid, the Nursing Home and Union agree to meet within thirty (30) days following such order or determination, for the purpose of negotiating a substitute clause to replace the provision(s) found to be invalid.

ARTICLE 17 - NO STRIKE/NO LOCKOUT

There shall be no strike, work stoppage or picketing by any employee at or against the Employer. Nor shall there be any lockout by the Employer against any employee during the term of this agreement. The Employer may discipline any employee who violates this section. The employees may grieve and arbitrate any violation of this section by the Employer.

ARTICLE 18 - HEALTH INSURANCE

Section 18.1: Full-time employees, who have successfully completed three (3) months of employment, are eligible to enroll in the health insurance plan offered by the Home. The employee pays \$82.50 per month and the Employer pays the remaining amount for employee coverage. Effective February 1, 2015, the Employer will change to the Health Partners Silver 2500-50 Plan. Effective January 1, 2019, the employee contribution for the Health Partners Silver 2500-50 plan will be increased by \$76.00 per month for a total cost of \$158.50 per month. Effective January 1, 2019, the employer will offer an additional option for health insurance:

New Plan: \$2500 deductible, office co-pay of \$45.00, max out of pocket of \$6,000.00. The employee premium for this plan is \$82.50 per month. The voting union membership will assist in determining the allocation of change between deductible increase, office co-pay increase, and/or monthly premium increase. All aspects of this section are subject to change based on the directives and mandates of the Affordable Care Act.

Dependent coverage is available for spouse and children at the employee's expense. Health insurance will be discontinued by Valley View upon termination of employment or dissolution of full-time status. Health Insurance benefits are guaranteed to all employees classified as full time unless the employee chooses to waive the benefit.

An employee who has health insurance through a spouse or parent may waive his/her right to health insurance provided by the Home.

Section 18.2

The employer will offer Healthiest You Insurance to all employees who have health insurance with Valley View. This is a no cost service where you can call a doctor at no charge to the employee and some immediate family members. The employer will provide information to employees on how the program works and how to access Teledoc.

Section 18.3 - Dental Insurance: Full-time and part-time employees who have successfully completed three (3) months of employment are eligible to enroll in the dental insurance program offered by the Home. The employee pays \$1.00 per month and the Employer pays the remaining amount for employee coverage. Dependent coverage is available for spouse and children at the employee's expense.

An employee who has dental insurance through a spouse or parent working elsewhere may waive his/her right to the dental insurance provided by the Home with signed acknowledgment. At the time of termination or dissolution of full-time status, the dental insurance will no longer be paid on the employee's behalf.

The current Dental Plan and premium will remain the same from October 1, 2016, to December 31, 2020. However, dental insurance and premiums are subject to the reopener set forth in 27.2 below.

Section 18.3.1 - Life Insurance: Full-time employees who have successfully completed three (3) months of employment shall receive life insurance coverage through the life insurance plan furnished by the facility. The coverage is fifteen thousand dollars (\$15,000) per employee. The plan is furnished by the Employer at no cost to the employee, and enrollment cannot be waived.

Life insurance coverage will be discontinued upon termination of employment or dissolution of full-time status.

ARTICLE 19 - UNION REPRESENTATIVE ACCESS

A Union representative shall be permitted to visit the Health Care Center 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 Union Representative is assigned to the Nursing Home.
2. Such visit will be limited to two (2) times per month and will not exceed three (3) hours in duration, with additional visits subject to prior approval of the Employer.
3. The Union Representative will sign in at the main desk upon arrival and display a Union name tag or receive a badge for identification purposes and sign out upon departure.
4. Such visit will be limited to the break area unless different arrangements are made between the Employer and Union Representative.
5. Employees meeting with the Union Representative will do so on non-work time. Other meetings requiring the presence of the Union Representative, i.e., grievance meetings, labor/management, etc., will be arranged between the Employer and the Union Representative.

ARTICLE 20 - STEWARDS

Section 20.1 - Stewards: The Union will appoint or elect Union Stewards from the membership to be available to deal with day to day issues in the facility.

Section 20.2 – Time-off for Union Business (Unpaid): The Employer will cooperate with the Union and its stewards to arrange for unpaid time off for Union business (i.e: training and conferences). The Union will work with the Employer so that the Employer's nursing home is not unduly disrupted because of this time off. The Employer may decline requests for time off which the Employer thinks would be unacceptable and disruptive.

Section 20.3 - Unpaid Time-off for Union Business: The Employer will allow up to two (2) hours of unpaid time per pay period for Union Stewards to handle complaints and grievances with the Employer.

ARTICLE 21 - LABOR/MANAGEMENT MEETINGS

The Employer and the Union agree that during the life of this Agreement, individuals from both parties be designated, in writing, by each party to the other for the purpose of meeting at mutually agreeable times and places so as to apprise the other of problems, concerns, suggestions, ideas, etc., related to the facility to promote better understanding with the other. Either party shall have complete discretion to decline to discuss any issue which it views as inappropriate for labor management meetings. Such meetings shall not be for the purpose of initiating or continuing collective bargaining nor in any way to modify, add to, or detract from the provisions of the Agreement and such meetings shall be exclusive of the grievance and arbitration provisions in the Agreement as grievances shall not be considered proper subjects at such meetings. The parties agree to have FMCS conduct labor management training.

ARTICLE 22 – SUBCONTRACTING

The Employer and the Union agree that the Employer shall not contract out services that would affect bargaining unit employees without first notifying the Union of such; and second, meeting with representatives of the Union to confer and look at possible alternatives to such subcontracting.

ARTICLE 23 - NO DISCRIMINATION

There shall be no discrimination on the part of either the Employer or the Union in favor of or against any employee because of his/her membership in the Union or because of his/her acting as an officer or in any other capacity on behalf of the Union.

The Employer agrees not to discriminate against any applicant or employee with respect to his/her hiring, tenure 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 other federal, state or local statute, administrative regulation, or ordinance.

ARTICLE 24 – MISCELLANEOUS

Section 24.1 Bulletin Boards: The Employer will provide space for a bulletin board in the break area for Union Information. General matters concerning the business of the Union may be posted, such as formal notices of meetings and elections, names of representatives, newsletters, and other Union activity information. The Union will provide the bulletin board. Under no circumstances shall such notices include inflammatory or derogatory comments. The Employer may remove postings, which the Employer believes violate the above sentence.

Section 24.2 - Uniforms: The nursing home will provide an allowance for employees to purchase uniforms.

Uniform allowances will be distributed annually in October. Full-time employees will receive \$150 per year for a uniform allowance. Part-time and Flexible part-time employees will receive \$100 per year for a uniform allowance. Casual-on-call will receive an allowance of \$50 per year. New hires will receive a uniform allowance after ninety (90) days of hire. Allowances will be distributed by way of the payroll.

Section 24.3 - Daylight Savings Time: Employees working through time changes will be paid for the actual number of hours worked, except for the springtime change when employees will be paid for eight (8) hours.

Section 24.4 - Bone Marrow Leave: Employees seeking to undergo a medical procedure to donate bone marrow, may be entitled to a paid leave of absence of up to forty (40) work hours. Employees shall be required to provide a doctor's statement verifying the purpose and length of the leave.

ARTICLE 25 - TAX DEFERRED ANNUITIES

All employees including those working less than sixty (60) hours per pay period shall be eligible to enroll in a tax deferred annuity program. Employees may enroll in the plan upon meeting all eligibility requirements. See the Business Office for more information on this program.

ARTICLE 26 - PENSION PLAN

All employees working over one (1) year, over 21 years of age and working more than one thousand (1,000) hours in a calendar year are eligible for a pension plan. See the Business Office for more information on this program. The Employer will provide up to a 3% match on employee contributions. The employers 3% pension match is a 3% match on gross wages for those who participate.

ARTICLE 27 – INFECTIOUS DISEASE PREVENTION

Section 27.1: The Employer and the Union recognize the importance of maintaining and protecting the health of employees and patients within the Medical Centers and throughout the community. The Employer shall maintain an infectious disease program and policies in compliance with the state and/or federal regulation and with consideration of the Centers for

Disease Control (CDC) guidelines. Policies and procedures related to the infectious diseases, during a national pandemic, shall be readily accessible to all employees.

Section 27.2 Health Program:

- A. The Employer will offer and provide, without cost to all employees, any vaccines that are deemed a condition of employment.
- B. Any provided vaccinations may be accepted or declined by employee.
- C. In the event testing is recommended by the Minnesota Department of Health for infection control, the Employer agrees to provide testing to all employees at no cost to the employee.

Section 27.3 Personal Protection Equipment:

The Employer will provide adequate and appropriate personal protective equipment and appropriate training on its use. It is the responsibility of the employee to properly utilize the appropriate equipment once trained.

Section 27.4 Exposure to infectious Agent and Disease:

In the event of a known or suspected exposure to an epidemiologically significant communicable disease, whether at or away from work, the employee is responsible to report the incident to the Employer. The Employer will follow the applicable policies and procedures for post exposure to the infectious agent.

The Employer will also work to limit the number of staff exposed to residents that have contracted an epidemiologically significant communicable disease.

Section 27.5 Compensation:

A. Work-Related Exposure:

The employee will be compensated for time away from work for the period of communicability and illness as recommended by the Minnesota Department of Health, the CDC, and /or the Department of Labor. Such compensation shall not result in the loss of accrued sick, vacation, personal holiday time or PTO. This time will be considered as credited hours for the benefit purposes, including seniority.

B. Non Work-Related Exposure:

The employee will be compensated as above for the time away from work for the period of communicability and illness as recommended by the Minnesota Department of Health, the CDC, and/or the Department of Labor. Such compensation shall not result in the loss of accrued sick, vacation, personal holiday time or PTO. Illness resulting from this exposure shall be treated as any other illness, with compensation provided through the use of personal benefit time or unpaid leave if no sick time is available.

ARTICLE 28 – DURATION AND CHANGES

This Agreement shall become effective on January 1, 2023, and shall remain in effect through December 31, 2025. This Agreement shall be reopened on December 31, 2024, for the sole purpose of negotiating wages and one (1) additional item. If the Union and the Employer have not reached an agreement on wages by January 31, 2024 & 2025 the parties agree to utilize the services of an FMCS mediator. If the parties are unable to reach an agreement after the January 31st date and after attempting mediation, the no-strike no-lockout clause of this agreement will not apply until such an agreement is reached. Both parties agree to abide by the guidelines set forth by the NLRB regarding job actions at healthcare facilities. It shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate it at least thirty (30) but not more than one hundred twenty (120) days prior to December 31, 2025, or December 31st of any year thereafter if it is automatically renewed.

In witness whereof the undersigned have caused this Agreement to be executed the day and year first above written.

For the Employer:

OL Lonnie Edwards
Name

Administrator
Title

1/18/2023
Date

For the Union:

J. W. H. H. H.
Name

UNION REPRESENTATIVE
Title

1/18/2023
Date

WAGES: Across the board 6% increase:

APPENDIX A"

2023	RN	LPN	TMA	NURSING ASSISTANTS	COOKS	DIETARY AIDES	HOUSEKEEPING, LAUNDRY, & ACTIVITIES	RESIDENT ASSISTANTS
New Hire	\$ 32.15	\$ 24.06	\$ 17.64	\$ 16.78	\$ 16.08	\$ 14.84	\$ 14.30	\$ 15.55
90 Days	\$ 32.50	\$ 24.31	\$ 17.88	\$ 17.00	\$ 16.45	\$ 15.19	\$ 14.65	\$ 15.75
1 year	\$ 32.94	\$ 24.52	\$ 18.07	\$ 17.20	\$ 16.85	\$ 15.60	\$ 15.06	\$ 15.93
2 years	\$ 35.12	\$ 24.78	\$ 18.56	\$ 17.69	\$ 17.04	\$ 16.21	\$ 15.66	\$ 16.39
3 years	\$ 35.27	\$ 24.92	\$ 18.71	\$ 17.85	\$ 17.18	\$ 16.36	\$ 15.80	\$ 16.49
4 years	\$ 35.44	\$ 25.06	\$ 18.83	\$ 17.96	\$ 17.30	\$ 16.48	\$ 15.94	\$ 16.64
5 years	\$ 35.72	\$ 25.21	\$ 18.94	\$ 18.07	\$ 17.44	\$ 16.61	\$ 16.07	\$ 16.74
6 years	\$ 36.03	\$ 25.33	\$ 19.10	\$ 18.23	\$ 17.55	\$ 16.75	\$ 16.20	\$ 16.86
7 years	\$ 36.02	\$ 25.47	\$ 19.21	\$ 18.34	\$ 17.69	\$ 16.86	\$ 16.32	\$ 16.98
8 years	\$ 36.20	\$ 25.62	\$ 19.36	\$ 18.48	\$ 17.82	\$ 16.99	\$ 16.45	\$ 17.10
9 years	\$ 36.35	\$ 25.74	\$ 19.48	\$ 18.61	\$ 17.95	\$ 17.12	\$ 16.57	\$ 17.20
10 years	\$ 36.64	\$ 25.89	\$ 19.60	\$ 18.74	\$ 18.08	\$ 17.27	\$ 16.72	\$ 17.33
11 years	\$ 36.81	\$ 26.02	\$ 19.72	\$ 18.85	\$ 18.20	\$ 17.37	\$ 16.83	\$ 17.45
12 years	\$ 36.95	\$ 26.16	\$ 19.84	\$ 18.97	\$ 18.33	\$ 17.52	\$ 16.98	\$ 17.56
13 years	\$ 37.11	\$ 26.30	\$ 20.00	\$ 19.13	\$ 18.48	\$ 17.66	\$ 17.11	\$ 17.68
14 years	\$ 37.25	\$ 26.44	\$ 20.12	\$ 19.24	\$ 18.61	\$ 17.80	\$ 17.25	\$ 17.82
15 years	\$ 37.42	\$ 26.57	\$ 20.71	\$ 19.84	\$ 18.73	\$ 17.92	\$ 17.38	\$ 18.33
16 years	\$ 37.58	\$ 26.70	\$ 20.82	\$ 19.95	\$ 19.25	\$ 18.44	\$ 17.90	\$ 18.45
17 years	\$ 37.73	\$ 26.86	\$ 20.97	\$ 20.09	\$ 19.39	\$ 18.57	\$ 18.03	\$ 18.58
18 years	\$ 37.88	\$ 26.99	\$ 21.10	\$ 20.24	\$ 19.53	\$ 18.70	\$ 18.15	\$ 18.70
19 years	\$ 38.02	\$ 27.13	\$ 21.72	\$ 20.84	\$ 19.65	\$ 18.85	\$ 18.30	\$ 19.27
20 years	\$ 38.19	\$ 27.27	\$ 22.29	\$ 21.42	\$ 20.79	\$ 19.98	\$ 19.43	\$ 19.80
21 years	\$ 38.34	\$ 27.40	\$ 22.41	\$ 21.54	\$ 20.94	\$ 20.11	\$ 19.56	\$ 19.91
22 years	\$ 38.49	\$ 27.53	\$ 22.56	\$ 21.69	\$ 21.05	\$ 20.24	\$ 19.69	\$ 20.03
23 years	\$ 38.63	\$ 27.68	\$ 22.68	\$ 21.81	\$ 21.18	\$ 20.38	\$ 19.84	\$ 20.16
24 years	\$ 38.81	\$ 27.81	\$ 22.84	\$ 21.96	\$ 21.35	\$ 20.51	\$ 19.96	\$ 20.29
25 years	\$ 38.94	\$ 27.94	\$ 22.96	\$ 22.09	\$ 21.47	\$ 20.64	\$ 20.09	\$ 20.41
26 years	\$ 39.10	\$ 28.07	\$ 23.09	\$ 22.22	\$ 21.59	\$ 20.80	\$ 20.25	\$ 20.53
27 years	\$ 39.26	\$ 28.23	\$ 23.24	\$ 22.36	\$ 21.73	\$ 20.91	\$ 20.37	\$ 20.65
28 years	\$ 39.40	\$ 28.34	\$ 23.35	\$ 22.48	\$ 21.88	\$ 21.04	\$ 20.49	\$ 20.78
29 years	\$ 39.56	\$ 28.51	\$ 23.49	\$ 22.62	\$ 22.01	\$ 21.19	\$ 20.64	\$ 20.90
30 years	\$ 39.73	\$ 28.65	\$ 23.63	\$ 22.75	\$ 22.15	\$ 21.34	\$ 20.79	\$ 21.01
31 years	\$ 39.89	\$ 28.78	\$ 23.77	\$ 22.90	\$ 22.26	\$ 21.45	\$ 20.91	\$ 21.14
32 years	\$ 40.02	\$ 28.92	\$ 23.88	\$ 23.01	\$ 22.40	\$ 21.60	\$ 21.06	\$ 21.25
33 years	\$ 40.21	\$ 29.04	\$ 24.03	\$ 23.15	\$ 22.57	\$ 21.72	\$ 21.17	\$ 21.38
34 years	\$ 40.34	\$ 29.20	\$ 24.16	\$ 23.29	\$ 22.68	\$ 21.87	\$ 21.32	\$ 21.51
35 years	\$ 40.48	\$ 29.31	\$ 24.28	\$ 23.42	\$ 23.18	\$ 22.00	\$ 21.45	\$ 21.62