

UFCW Local 1189

Professional Health Care Division Nursing Home Contract

Between
UFCW Local 1189
and

Lake City Nursing Home

(Ebenezer Management Services, Inc.)

UFCW
United Food & Commercial Workers Union
LOCAL 1189

Effective:

January 1, 2021 – February 29, 2024

Wage Re-opener:
February 28, 2022
February 28, 2023

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OPEIU#12

UFCW Local 1189 wants you to know about your right to representation:

As a member of UFCW Local 1189 you have the right to Steward representation during conversations with management or security which may lead to discipline or involve a security investigation. Follow these steps to insure that your right is preserved.

1. DEMAND UNION REPRESENTATION. You must ask for representation - this right is not automatic.
2. REFUSE TO PROCEED WITHOUT UNION REPRESENTATION. If you are denied this right, stay in the room but remain silent.
3. DO NOT MAKE ANY WRITTEN OR VERBAL STATEMENT OF GUILT OR INNOCENCE. Making NO statement is the most appropriate action.
4. DO NOT WAIVE THIS RIGHT. If you do so, any statement you make can be used against you.

Lake City
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PREAMBLE

This Collective Bargaining Agreement ("Agreement") is entered into this 1st day of January, 2021 by and between the Ebenezer Management Services, Inc. ("Employer") and the United Food & Commercial Workers Union, Local 1189, chartered by United Food & Commercial Workers International Union ("Union").

ARTICLE 1 - RECOGNITION

- 1.1. The Employer has recognized the Union as the exclusive bargaining representative of all full-time and regularly scheduled part-time Employees who regularly work in the following classifications at the Skilled Nursing Facility located at 500 West Grant Street, Lake City, Minnesota ("Facility" or "Center"):
- 1.2. INCLUDED:
 - RNs
 - LPNs
 - NARs
 - NAs
 - Cooks
 - Dietary Aides
 - Laundry Aides
 - Housekeeping Aides
 - Activities Aides
 - Maintenance Assistants
- 1.3. EXCLUDED:
 - All Dept. Heads
 - Supervisors
 - Office Clerical
 - Receptionists/Secretaries
 - Education/Infection Control Coordinators
 - Medical Records Secretaries
 - Social Services Assistants
 - Unit Coordinators
 - Unit Secretaries
 - Guards
 - Confidential Employees
 - Licensed Social Workers
 - Casual and Seasonal Students

ARTICLE 2 - DEFINITION OF EMPLOYEES

- 2.1. Only employees who work "Full-Time" or "Part-Time" as defined below, "Employees" are covered by this Agreement:
- 2.2. Full-time: **60** or more hours per pay period, **60 hours to qualify for health insurance benefits.**
- 2.3. Part-time: Employees who are scheduled to work an average of four (4) hours per week but less than **60** hour per pay period (or **30** hours per week). Shall be considered part-time employees under this agreement and as such covered by the parties' Agreement.
- 2.4. Casual: Employees not regularly scheduled to work, but fill in for open shifts. Casual status employees must work at least one shift per month to maintain employment status as a casual employee. Casual employees are not members of the Union.

- 2.5. Seasonal: Seasonal employees are students who work limited periods, not to exceed 110 work days, during spring, summer and winter breaks, during a calendar year or are students in professional training programs. Seasonal employees are not members of the Union.

ARTICLE 3 - UNION DUES DEDUCTION

- 3.1. All Employees covered by this Agreement who are now or may hereafter become members of the Union shall, during the life of this Agreement, remain members of the Union in good standing as a condition of employment or pay an appropriate service fee in lieu of actual membership. The term "in good standing" for purposes of this Agreement is defined to mean the payment of annual dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union. However, Employees who choose not to join or remain a member of the Union shall be obligated to make a payment to the Union of the costs attributable to the Union's representational activities of collective bargaining, contract administration and grievance adjustment.
- 3.2. The Employer agrees to deduct Union membership dues/service fees from the earnings of any Employee who has executed the authorization form. Deductions for dues/service fees shall be in the total amount certified as correct from time to time by the Union and shall be made, continued and terminated in accordance with the terms of said authorization form. Withheld amounts will be forwarded to the designated Union office bi-weekly, together with a record of the amount and those for whom deductions have been made. If a dispute occurs between the Union and any Employee over this deduction, the Union will hold the Employer harmless for the payments made and will handle the dispute without cost to the Employer.
- 3.3. Any Employee who is required by this Article to maintain Union membership in good standing and fails to do so, and any Employee who is required by this Article to pay the service fee to the Union and fails to do so, shall upon written notice of such action from the Union to the Employer, be terminated by the Employer within fourteen (14) calendar days. The Union will also send a copy of such notice to the Employee. The Union will hold the Employer harmless from the claims of any Employee so terminated and shall handle the dispute without cost to the Employer.
- 3.4. Within thirty (30) days after the execution date of this Agreement, the Employer will provide the Union with a master list of each Employee governed by this Agreement giving the name, address, classification, number of hours for which employed and date of employment. Each month thereafter subsequent to the establishment of the master list, the Employer shall notify the Union in writing of the name, address, classification, number of hours for which employed and date of employment for Employees who have been newly employed or whose employment has terminated, or whose information as listed herein has changed.
- 3.5. The Employer will provide each Employee, at the time of **the employees** employment, a copy of this Agreement.

- 3.6. Active Ballot Club: The Employer will deduct contributions to the UFCW Active Ballot Club from the wages of any employee who voluntarily provides the Employer with a written authorization. The Employer will send all such deductions to the Union. The Employer is not responsible for the management or administration of the Club or decisions on Club expenditures.

ARTICLE 4 - PROBATIONARY PERIOD

- 4.1. Employees shall be probationary Employees for the first ninety (90) calendar days of employment from their most recent date of hire and during such period, may be terminated without cause and without said termination causing a breach of this Agreement, and may not be challenged through grievance pursuant to this Agreement.
- 4.2. The Employer may require an extension of an Employee's probationary period provided the notice is provided in writing to the Employee and the Union no later than the end of the probationary period.

ARTICLE 5 - BARGAINING UNIT

- 5.1. New, Modified, or Disputed Classification

In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion in the bargaining unit of any current, new or modified job classification not specified in Appendix A hereof, the issue shall be submitted to the National Labor Relations Board ("NLRB") for determination. Upon inclusion, by agreement between the Employer and Union, or by final order of the NLRB, of a new or modified job classification within the bargaining unit for which the Employer has recognized the Union as exclusive representative, the wage rate of such classification shall be negotiated by the Employer and the Union and the rate agreed upon shall become a part of this Agreement classification.

ARTICLE 6 - NO DISCRIMINATION

- 6.1. Equal Employment Opportunity and Prohibition of Discrimination

The Employer agrees not to discriminate against any applicant or Employee with respect to **the employee's** 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, harassment on the basis of sex, race, or any other protected characteristic or any other characteristic protected under any other federal, state or local statute, administrative regulation, or ordinance.

There shall be no discrimination on the part of either the Employer or the Union in favor of or against any Employee because of **the employee's** membership in the Union or because of **the employees** acting as an officer or in any other capacity on behalf of the Union.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.1. Except as specifically limited by the written provisions of this Agreement, the Employer retains the exclusive right to manage all aspects of the Facility, to direct control, and schedule its operations and work force and to make any and all decisions affecting the Facility, whether or not specifically mentioned below to:
1. Hire, promote, demote, layoff, assign, transfer, discipline, suspend, discharge for just cause, or extend/reduce individual or multiple Employees' shift duration.
 2. Select and determine the number of Employees, including the number assigned to any shift, department, classification, and in different units of the Employer's Facility;
 3. Increase or decrease the number of Employees working in any shift, unit, department, or schedule.
 4. Direct and schedule the work force including establishing and changing shift/classification durations, starting, ending, break times.
 5. Determine the location and type of operations of the Center.
 6. Add, modify, discontinue, or remove equipment, materials, or supplies.
 7. Determine the methods, procedures, materials, and operations to be utilized by Employees while working.
 8. Establish, increase, or decrease the number of work shifts and their starting and/or ending times, and to establish shift lengths, and to lengthen or shorten shifts.
 9. Promulgate, post and enforce reasonable rules, regulations, policies and procedures regarding attendance, conduct, performance, and acts of Employees during work hours.
 10. Select supervisory Employees.
 11. Make all decisions regarding the training of Employees.
 12. Introduce new and improved methods of operations.
 13. Establish, change, combine, and determine job content and qualifications.
 14. Develop, distribute, and enforce Employee handbooks and Employee-related policies, procedures, forms, and standards, including standards of attendance and conduct.
 15. Expand, reduce, consolidate, or reorganize any Department, resident care unit, or any and all other aspects of the Employer's operations.

16. Make any and all other staffing, scheduling, assignment, operational, or other adjustments the Employer deems necessary in light of the Employer's resident census, case mix, availability of staff, workforce skill levels, weather, or any other financial, regulatory, resident care, qualitative, or other objective or consideration.
17. Implement and enforce Employee drug and alcohol testing policies, procedures, and standards to the extent permitted by applicable law.
18. Supplement the Employer's Employee workforce through the use of independent contractors, contract labor, or workers provided by sources of qualified staff, including nursing pools, registries, and all other sources of qualified staff.

ARTICLE 8 - SUBCONTRACTING

- 8.1. The Employer and the Union agree that the Employer shall not contract out services that would result in the permanent lay-off of bargaining unit Employees without first notifying the Union of such; and second, making a reasonable effort to meet with representatives of the Union to confer and look at possible alternatives to such subcontracting workforce.

ARTICLE 9 - LABOR MANAGEMENT MEETINGS

- 9.1. The Employer and the Union agree that during the life of this Agreement, individuals from both parties (not to exceed **seven** from each) be designated, in writing, by each party to the other for the purpose of meeting on a monthly basis or 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 this Agreement and such meetings shall be exclusive of the grievance and arbitration provisions in this Agreement as grievances shall not be considered proper subjects at such meetings.
- 9.2. The Federal Mediation and Conciliation Service FMCS) will provide initial training for the Labor Management ("LM") Committee. In addition, any ongoing training shall be provided as determined by the LM Committee.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

- 10.1. 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 resolve such differences ("grievance") promptly through the following steps Steward.

10.2. Step 1

Employees shall immediately first informally discuss grievances with their immediate supervisor requests.

10.3. Step 2

If a grievance is not resolved in Step 1, it shall be reduced to writing on a mutually acceptable grievance form and must be submitted to the Union 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 wage provisions of this Agreement, such notice shall be timely if given within thirty (30) calendar days after the regular pay day of the period in which the alleged violation occurred) grievance.

10.4. Step 3

If a grievance is not resolved at Step 2, the parties agree to participate promptly in non-binding mediation of the unresolved grievance, with the assistance of the Federal Mediation and Conciliation Service ("FMCS") Procedure.

10.5. Step 4

Before requesting a panel of arbitrators or an arbitration hearing, the Employer's **Designee** and the Union's Representative (or their respective designee(s) shall meet for the purpose of attempting to resolve the dispute parties.

10.6. Step 5

If a grievance is not resolved at Step 4, either party may refer a grievance to arbitration.

1. 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 issue.
2. 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 case.
3. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory parties.
4. 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 11 - NO STRIKE, PROHIBITED CONDUCT, AND NO LOCKOUT

- 11.1. The Employer and the Union agree that because of the services of the Employer, that this Agreement prohibits strikes, slowdowns, lockouts or work stoppages ("Prohibited Conduct") during the life of this Agreement.
- 11.2. In the event that Prohibited Conduct occurs, the Union shall:
 1. Notify the Employer that such Prohibited Conduct is unauthorized;
 2. Order its members to return to work;
 3. Advise Employees in writing that the Prohibited Conduct is unauthorized, and that the Employees are directed to cease such action and return to work.
- 11.3. The prohibition against Prohibited Conduct 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 12 - UNION STEWARDS

- 12.1. The Employer recognizes the right of the Union to designate Union Stewards to handle official Union business. Stewards will be required to handle Union business on non-work time in non-work areas unless Management requests their presence. The Union may inform the Employer, in writing, as to the names of employees selected as Stewards.
- 12.2. The Employer will provide to the Union Stewards, within three (3) days of orientation, a list of all new employees including name, date of hire, department and shift.

ARTICLE 13 - UNION REPRESENTATIVE ACCESS

- 13.1. 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 Health Care Center.
 2. Such visit will be limited to one (1) time per month and will not exceed three (3) hours in duration, unless special circumstances require more, but under no circumstances shall the Union visit more than four (4) times per month.
 3. The Union Representative will sign in at the main desk upon arrival, receive a badge for identification purposes, and sign out upon departure.

4. Such visit will be limited to the break room 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.
6. **A steward will be given up to fifteen minutes of unpaid time per month to orient new employees to the Union at a time designated by the Employer at the time of new hire orientation.**

ARTICLE 14 - BULLETIN BOARD

- 14.1. A Union-provided bulletin board for the employees' will be allowed for the purposes of advising bargaining unit members of Union meetings, list of stewards and other Union business. Under no circumstances shall such notices include inflammatory or derogatory comments. If the Employer believes the above sentence has been violated, the Employer shall notify a Steward to resolve the issue.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

- 15.1. No Discipline or Discharge without Cause.
- 15.2. The Employer shall not discipline an Employee who has completed their probationary period (or any extension thereof) without just cause.
- 15.3. A written grievance relating to any disciplinary action must be received by the Employer within fourteen (14) calendar days of the Employee receiving the disciplinary action file.
- 15.4. Only final warnings, disciplinary suspension, or discharges may be grieved beyond Step 3 of the grievance and arbitration procedure.

ARTICLE 16 - SENIORITY

- 16.1. Basis of Seniority: Seniority will be based on an Employee's most recent date of hire in the bargaining unit. Seniority shall be by classification within each department based on an Employee's most recent date of hire within that classification. There shall be separate seniority lists for each classification which shall include full-time and part-time Employees. Employees working in more than one classification shall accrue all their seniority in their Primary Classification. An Employee's "Primary Classification" shall be the classification in which the Employee is regularly scheduled to work the most hours. Employees who transfer from another Ebenezer facility shall be given credit for time worked at other Ebenezer facilities for purposes of determining wage

rates and benefits. For all other purposes (layoff, job bids, etc.), seniority date will be the date of hire.

- 16.2. Seniority Lists: The Employer shall, on or before the thirtieth (30) day following the commencement of this Agreement, prepare and post seniority lists by classification of all Employees covered by this Agreement, specifying the seniority of each Employee. Such lists shall be updated every six (6) months.
- 16.3. Vacant Positions: All vacant positions, whether in existing or proposed new bargaining unit classifications, shall be posted at least five (5) days before being filled. The Employer may make interim assignments to vacant positions. Such notice shall state the job classification to be filled and if possible, the anticipated shift of work and hours of work per pay period and the qualifications for the position.
- 16.4. 16.5.2 Credit for Experience: With documentation, the employer may hire with credit for experience up to 7 years (14,560 hours). No new hire will be placed beyond the 7 years (14,560) hour step for any classification.
- 16.5. Job related qualifications, as determined by the Employer, may include but are not limited to, related experiences and licensure and/or registration. The Employee with what the Employer determines to be the requisite 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, residents, or tasks as necessary to satisfy regulatory/resident care objectives.
- 16.6. Transfers: Employees voluntarily transferring from one classification to another will accrue seniority, from the date of transfer to the new classification. Employees involuntarily transferred from one classification to another shall retain all previously accrued seniority.
- 16.7. Layoffs/Reductions/Recall: In reducing the number of Employees or making a reduction in hours, the Employer will determine the number of positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs shall be made in reverse order of seniority, by classification within a department.
- 16.8. Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for up to a maximum of twelve (12) months. The Employer will make a reasonable effort to give two (2) weeks' notice of impending layoff to affected Employee(s).
- 16.9. Within twelve (12) months of the date of layoff, an employee laid off from a particular job classification shall be recalled to a previous or similar position on such terms as are determined by the Employer, within that same job classification as such position may become available in the inverse order of being laid off. The Employer shall notify the employee at employee's last known address on file with the Employer. The employee shall advise the Employer within five (5) calendar days of the date of the notice to the

employee of the **their** acceptance of the recall. The failure of the employee to accept the recall on the Employer's terms of employment shall thereafter waive the employee's right to recall.

- 16.10. With respect to reduction in hours due to resident census fluctuations, case mix fluctuations, and other factors which cause the Employer to temporarily reduce staffing levels, the Employer may temporarily reduce hours by soliciting Employees to voluntarily reduce their hours, and/or by reducing the lengths of Employee(s') shifts, based upon a rotation, beginning with the least senior person.
- 16.11. Employee eligibility for various Employer benefit plans shall be determined by the eligibility requirements of each plan. 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.

ARTICLE 17 - HOURS OF WORK, SCHEDULES, OVERTIME AND ADDITIONAL COMPENSATION

- 17.1. No Guarantee: Nothing in this Agreement shall be construed as a guarantee or commitment by the Employer to any Employee of a minimum or maximum number of hours of work per day, per week, per year, or per shift
- 17.2. Work Period: The work period shall consist of a fourteen (14) day period, as determined by the Employer. The Employer may adjust the time/date/start time of payroll periods with not less than fourteen (14) days prior notice to the Union and Employee
- 17.3. Work Schedules: Work schedules shall be posted one week prior to the first day the schedule becomes effective. Schedules shall reflect the days and hours an employee is expected to work for the entire work period defined in this Article. The Employer, however, because of employee leaves, paid time off, absenteeism, patient census, case mix, or emergency, has the right to change or amend the posted work schedule consistent with the remainder of this Article. When changes in the posted work schedule are required by the Employer, the Employer shall advise the affected employee(s) as soon as reasonably possible. Except as may be approved by the employee, or the Employer needs to make a temporary shift assignment change to carry out the functions and responsibilities of the Employer, the shift assignment of the employee shall remain consistent from work period to work period except as herein limited. However, if the Employer determines to make a permanent shift assignment change, the Employer shall first consider volunteers by seniority from the then existing work force and if no volunteer is available, then the shift change shall be made by inverse seniority.
- 17.4. The work schedule means the actual hours and days the Employee is scheduled to work. The shift assignment means the particular shift the employee is assigned to, example: day, evening, or night.

- 17.5. Weekends: An Employee shall not be scheduled to work more than one weekend in a "work period" as defined in this Article, except when required to do so by the Employer in order to provide adequate and appropriate patient care from the then existing and available staff consistent with the remainder of this Article. For purposes of this Section, a weekend starts with the beginning of the night shift on Friday and ends with the beginning of the night shift on Sunday. For employees on a work schedule in excess of 8 hours per day, a weekend starts with the beginning of the **night** shift on Friday (typically 6:30 p.m.) and ends with the start of the **night** shift on **Sunday** Typically 6:30 p.m.
- 17.6. Overtime: Overtime pay shall be at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. Overtime shall be paid to an employee who is required to work over (8) hours in a single (24) hour period from 5:00 a.m. to 5:00 a.m., or (80) hours in a work period. However, work time exceeding and contiguous with (8) hours of work shall be paid overtime. The overtime calculation will be calculated in accordance with applicable law.
- 17.7. If more than one-half (1/2) of an extra shift falls in the 5:00 a.m. to 5:00 a.m. time period, the whole shift will be at one and one-half (1-1/2) times the hourly rate. If less than one-half (1/2) of the extra shift falls in the 5:00 a.m. to 5:00 a.m. time period, only the hours over (8) worked in the time period will be one and one-half (1-1/2) times the hourly rate.
- 17.8. Flexible Scheduling: The Employer and an individual employee may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:
1. An employee shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The employee may limit 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 60 days in advance.
 2. The Employer and an individual employee 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 (1.5) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in this Section.
- 17.9. Any employee who previously agreed to a daily work schedule in excess of eight hours may determine thereafter not to work a daily work schedule in excess of eight hours by giving the Employer a sixty (60) day notice.
- 17.10. Split Shifts: There shall be no split shifts scheduled by the Employer unless by mutual agreement.

- 17.11. Two Hour Guarantee: If an employee reports for work and is sent home for lack of work, the employee shall receive two (2) hours work or two (2) hours pay.
- 17.12. Extra Hour after Schedule is posted: At no time shall the Employer be left without sufficient number of employees to do the work. To insure the above, the following steps will be followed:
1. All extra hours will first be offered to regularly scheduled employees by seniority on a non-overtime basis.
 2. All extra hours will be then offered to casual or seasonal employees by seniority, on a non-overtime basis.
 3. All extra hours will then be offered to employees by seniority on an overtime basis, however an employee cannot exceed one hundred twenty (120) hours per pay period and no more than two (2) double shifts in two (2) consecutive days.
 4. Should the above steps not be successful, the Employer may use outside pool labor to fill extra hours.
 5. If the steps above do not fill the shift, then, in the event of a "documented emergency," an employee may be mandated on a rotating basis starting with the least senior employee to fill the vacant shift. If a more senior employee volunteers to stay, they would be put on the bottom of the list for mandating. If an employee picks up a shift, they cannot be mandated to stay after the picked up shift. A documented emergency means situations where replacement staff are not able to report for duty for the next shift due to adverse weather conditions, natural disasters, illness, strike, or other documented situations where staff are not available. Documentation of an emergency means a written record of the emergency. Documentation of the work schedule is one method of providing written record of the emergency.
- 17.13. Open Hours Prior to Schedule Being Posted: The Employer shall maintain a monthly sign-up list of employees who would like to be called for extra hours. In filling open shifts the Employer shall use the sign-up list, giving priority on a non-overtime seniority basis. If shifts cannot be filled with non-overtime hours priority will be given based on seniority from the sign-up list. The Employer shall not be obligated to grant overtime hours if non-overtime hours are available.
- 17.14. Exchange Work: No employee shall arrange to work for or exchange work with another employee without written approval of the employee's department head or his/her designee.

17.15. Paid Breaks:

1. Paid breaks shall not exceed fifteen (15) minutes.
2. Employees are required to remain on the Employer's premises.
3. Breaks are scheduled by supervisors based on departmental unit needs.
4. Breaks shall not be taken at the beginning or end of a shift.

17.16. Unpaid Meals:

1. Unpaid meal periods shall not exceed thirty (30) minutes.
 2. Meals are scheduled by supervisors based on departmental needs.
 3. If an employee leaves the Employer's premises, the employee's unit supervisor must be informed and the employee must punch out/in.
- 17.17. Employees scheduled for four (4) hours or more, but less than six (6) hours, may take one (1) fifteen (15) minute paid break.
- 17.18. Employees scheduled-for six point five (6.5) hours or more, but less than seven and one-half (7.5) hours, may take one (1) thirty (30) minute unpaid meal period and one (1) fifteen (15) minute paid break.
- 17.19. Employees scheduled for seven and one-half (7.5) hours or more may take one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid breaks.

ARTICLE 18 - LEAVES OF ABSENCE

- 18.1. Concurrent Usage: Paid Personal Leave ("PPL") and Extended Illness Bank ("EIB") must be used, per the Employer's policies requiring concurrent usage with any leave of absence, to the maximum extent permissible under law.
- 18.2. Applying 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 leave, shall be made at least thirty (30) days in advance, unless otherwise permitted by law. Personal leaves may be granted at the discretion of the Employer.
- 18.3. Illness/Injury Unrelated to Work: After completion of sixty (60) days of employment, 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. If employee provides medical documentation of illness or injury, the Employer may extend the medical leave of absence, up to one year, at the Administrator's sole discretion. If the Employer fails to notify the employee prior to the expiration of the 6 months, the leave of absence shall be renewed in 30 day increments by the Employer based on current medical documentation. The foregoing sentence shall not extend or alter the

reinstatement rights provided in this Article. In the case of an illness or injury leave, a physician's statement may be required to confirm that an employee is unable to work for a designated length of time. Employees returning to work 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 **the employee's** position, with reasonable accommodation, if appropriate. Should the employee return from such leave within three (3) months of the start of the leave, the employee shall be returned to **their** 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 three (3) months, the Employer does not guarantee that the employee's position will be available but the employee will be given preference in filling other positions for which the employee is qualified.

- 18.4. 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. Leaves under various statutes shall be taken concurrently unless otherwise required under law.
- 18.5. Military Leave: The Employer shall comply with all applicable state or federal laws relating to such leave.
- 18.6. Benefits during Unpaid Leave: During an unpaid leave of absence, an employee will not earn or accrue benefits (PPL, EIB, holiday, etc.). 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.
- 18.7. 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.
- 18.8. Bereavement Leave: Employees who have completed their probationary period are eligible for bereavement pay in the event of a death of a family member. If the funeral is for a spouse, parent, legal guardian, child, stepchild, sibling, domestic partner or grandchild, employees are eligible for 3 days of pro-rated paid leave. One day of pro-rated paid leave is provided if the funeral is for an aunt, uncle, niece or nephew, in-law or grandparent. Employees may request additional time off. Paid Personal Leave may be used, if available. Otherwise, the Employer may, at its discretion, grant unpaid bereavement leave.

"Domestic Partner" shall be defined to mean a person who: 1. Is in a committed and mutually exclusive relationship, jointly responsible for the other domestic partner's welfare and financial obligations; 2. Resides with the domestic partner in the same principal residence and intends to do so permanently; 3. Is at least eighteen (18) years of age and unmarried; and 4. Is not a blood relative of the other domestic partner; and

5. Has been in a relationship for six (6) continuous months prior to the date on which the person seeks benefits under this Section.
- 18.9. 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.
- 18.10. 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 **the employee's** compensation for regularly scheduled work hours necessarily lost because of such jury duty, for a period of up to ten (10) scheduled work days, at the employee's regularly scheduled hours per day. The Employee's jury duty pay shall be such amount that, when added to an employee's jury duty pay, makes the employee whole for the wages the employee would have otherwise earned for their scheduled hours on the day of jury duty. Employees on jury duty leave are encouraged to work those otherwise scheduled hours 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.

ARTICLE 19 – INSURANCE AND PENSION

Health Insurance

Professional Liability Insurance

Dental Insurance

Life Insurance

Workers' Compensation Insurance

1. During the life of this Agreement, the Employer will offer or provide Health, Dental, Life, Professional Liability, and Workers Compensation Insurance, to Employees covered by this Agreement under the same terms and with the same coverage, eligibility requirements, deductibles, Employer contributions, limits on the Employer's contributions, carriers, premiums, enrollment periods and other aspects of plans as the Employer offers to other hourly paid Employees.
2. The Employer shall have the right to amend the foregoing plans, including coverage eligibility criteria, deductibles, Employer contributions, limits on the Employer's contributions, carriers, premiums, enrollment periods, and other aspects of the plans, provided any such amendments are also applicable to other of the Employer's hourly Employees. The Employer agrees to give the Union and Employees notice in advance of any such changes, but shall not be obligated to bargain with the Union regarding any such changes.
3. The Employer will provide a retirement plan for Employees.

ARTICLE 20 - PAID PERSONAL LEAVE (PPL)

20.1. Paid Personal Leave ("PPL") may be used for vacations, illnesses, and personal time away from work. The Employer may establish policies and procedures regarding the use of PPL.

20.2. Accrual:

1. One hour of PPL for every 16.25 hours worked, up to a maximum of 128 hours per year.
2. After 5 years (60 qualifying months), one hour of PPL for every 12.38 hours worked, up to a maximum of 168 hours per year.
3. After 10 years (120 qualifying months), one hour of PPL for every 10 hours worked, up to a maximum of 208 hours per year.

20.3. PPL may be accrued up to twice the yearly maximum (256 hours for 1-5 years of employment; 336 hours after 5 completed years of employment; 416 hours after 10 completed years of employment). Once the maximum is reached, PPL accrual stops.

20.4. During the month of November each year, the Employer shall post a schedule for Eligible Employees to take PPL during the following calendar year. Eligible Employees, by seniority, may elect to have up to two (2) blocks of five (5) days or longer and no more than five (5) single days of available PPL scheduled for the following calendar year during the November posting period. Following the November posting period, Eligible Employees shall, on a first come as requested basis, make a written request to the employer not less than fourteen (14) days prior to the posting of the scheduling during which the PPL use is requested, for the scheduling of their PPL days, except for illness or other emergency needs. The Employer shall evaluate each PPL request prior to the PPL days being authorized or granted.

1. PPL days may be granted at any time during the year subject to the operating policies of the Employer.
2. Eligible Employees will not be permitted to work on scheduled PPL days unless requested by the Employer.

20.5. Using PPL:

1. PPL may be used after 6 months of employment.
2. PPL is paid at the base rate of pay excluding any differentials.
3. Planned time off must be requested in advance per Employer policy. For unplanned time off (due to illness or emergency) Employees need to notify their supervisor or designated person per their department policy.
4. Employees may use only that PPL which has already been accrued.

5. Unused PPL is paid to a terminating employee if **the employee** has been employed for one year and has worked at least 1040 hours **and has provided proper notice in accordance with the Employer's policy which may be amended from time to time.**
6. Accrued PPL must be utilized consistent with the Employer's PPL policy for any full or partial absences which may be amended from time to time.
7. Employees may request two (2) shifts on a weekend off during their first (1) year through their fourth (4) year. After their fifth (5) anniversary through year nine (9) they are eligible for four (4) shifts on weekends off in a year. After their tenth (10) anniversary they are eligible for six (6) shifts on a weekend off in a year. These are calendar years.

20.6. PPL Cash Payment:

The current CBA language will remain in effect until December 31, 2021. The election process for 2022 will take place in the fourth (4th) quarter of 2021 as outlined below.

Employees may cash in up to 50% of accrued PPL up to a maximum of 80 hours. The option to cash in PPL is available to Employees only during their anniversary month. Requests must be made in writing to the Employer during the anniversary month.

Effective January 1, 2022 the following language shall apply. The previous contract language in Article 20.6 will no longer be applicable.

After one (1) year of employment, employees may elect to sell a minimum of twenty (20) hours of their PPL up to a maximum of eighty (80) hours. The option for employees to sell PPL is available one time per calendar year during a designated time period as determined by the Employer during the fourth (4th) quarter of the previous calendar year. Elections are irrevocable and must be made in advance of the following calendar year in which the PPL hours will be accrued. Elected PPL sell hours will be paid out on the first paycheck in December of the following year.

ARTICLE 21 - EXTENDED ILLNESS BANK

- 21.1. EIB Generally: The Extended Illness Bank "(EIB)" is available for use in the event of an Employee's hospitalization, long term illness or injury. EIB is used only for an Employee's illness or disability, not for the illness of a spouse, child, etc. The Employer may establish policies and procedures regarding the use of EIB.
- 21.2. Accrual: Employees accrue 48 hours of EIB for every 2080 hours worked. EIB will accrue up to 240 hours.
- 21.3. Usage: EIB is available to use after 6 months of employment. EIB is used on the first day of hospitalization, or after missing 3 consecutively scheduled days of work due to illness or injury; or after missing 3 non-consecutive days for the same illness (i.e

intermittent FMLA). For a long term illness or injury, PPL is used for the first 3 days. EIB is used beginning with the 4th day.

- 21.4. Unused EIB: Unused EIB hours are not available for cash payment or paid to terminating employees.

ARTICLE 22 - PAID HOLIDAYS

- 22.1. Holiday pay is provided for the following holidays:

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

- 22.2. Employees who work on a holiday are paid holiday pay equal to the number of hours actually worked. After 3 months of employment, full-time hourly Employees are paid for holidays not worked at their regular rate of pay.

- 22.3. Employees may not be eligible for holiday pay if absent without supervisor's approval on the last scheduled day before a holiday or the first scheduled day after a holiday unless the employee can provide documentation from **the employee's** physician of a verifiable illness. Employees out on an LOA are not eligible for holiday pay.

- 22.4. The Employer may establish policies and procedures related to scheduling and taking paid holidays.

ARTICLE 23 - HEALTH AND SAFETY

- 23.1. Lab Work/Mantoux Test: If an annual chest X-ray and/or Mantoux test are required by the Employer, they will be done at the expense of the Employer.

- 23.2. Hepatitis Vaccine: The Employer shall offer all employees, within ten (10) days of their date of hire, Hepatitis B vaccine at no cost to the Employee should the employee desire to be vaccinated.

- 23.3. Flu Shot: If the Employer recommends that employees receive flu shots, the Employer will offer flu shots at no cost to employees.

ARTICLE 24 - MISCELLANEOUS

- 24.1. Personnel Records: An employee shall be entitled to inspect **the employee's** personnel records, including but not limited to, performance appraisals, disciplinary notices or records and attendance. Such review will be at reasonable times outside of work hours and with proper notice to the Employer in accordance with Minnesota law.
- 24.2. Applicable Law: Nothing contained in this collective bargaining 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 25 - SUCCESSIONSHIP

- 25.1. 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 26 - SAVINGS CLAUSE

- 26.1. Should any provision of this Agreement be declared illegal by any court 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 seek a substitute provision which is in conformity with the applicable law.

ARTICLE 27 - WAGES

- 27.1. Base Hourly Rates: The Employer will compensate Employees according to the base hourly rates reflected on the wage scales attached as Appendix A.
- 27.2. Shift Differentials: Except for Employees qualifying for the application of (B) below, for any Employee's scheduled shift which extends beyond 7:00 p.m., but ends before 11:00 p.m., the Employee shall be paid a shift differential of \$.75 per hour for that entire shift provided the Employee's shift is four (4) hrs. or more in length. For any Employee's scheduled shift which begins between the hours of 10:30 p.m. and 4:30 a.m., the Employee shall be paid shift differential of \$1.25 per hour for that entire shift.
1. For work schedules in excess of eight (8) hrs. per day, the shift differential shall be paid between the hours of 5:00 p.m. and 5:00 a.m. An Employee shall receive \$.75 from the hours of 5:00 p.m. to 11:00 p.m. and \$1.25 from the hours of 11:00 p.m. and 5:00 a.m.

An Employee shall be paid in the wage category in which the Employee is employed on the records of the Employer. However, if an Employee by his/her request is scheduled to

work in a position that places **the employee** in a different wage category, then the Employee shall be paid in that different wage category for the hours worked.

- 27.3. Preceptor Pay: Registered Nursing Assistants (“NARs”) will be paid a \$1.00 per hour Preceptor Pay Premium when they are designated by the Employer to serve as Preceptors for other Employees.
- 27.4. “On-call” pay: Maintenance and Nurses who are required to be available and are scheduled to work “on call” will be paid the on call rate of \$4.75 per hour. “On-call” employees who are called in to work will be paid according to the terms of the Collective Bargaining Agreement.
- 27.5. Trained Medication Assistant (TMA) Wage: Trained Medication Assistants will be paid an additional \$1.25 per hour for all hours worked as a Trained Medication Assistant (TMA).

Trained Medication Assistants will be assigned hours on a rotating basis. TMAs with just cause disciplinary actions may be removed from the rotation list until performance improvement plan is successfully completed.

- 27.6 Charge Nurse Pay: Beginning January 1, 2011 Charge Nurse pay will be paid at \$2.00 per hour.

27.7 Wage Adjustments:

1. During the life of this Agreement, Employees who are not at the top of the wage scale for their classification will move up the scale for their classification as their compensated hours warrant;

- 27.8 Recognition of Longevity Bonus: In recognition of their longevity with the Employer, employees with 5 or more years of service will receive a bonus as follows on their anniversary:

5-9 years	\$100
10-14 years	\$200
15-19 years	\$250
20-24 years	\$400
25-29 years	\$450
30+ years	\$550

Pick Up Bonus: The Employer may offer pick up bonuses or other bonus programs with written notification to the Union outlining the nature of the program, facility need, amount of bonus and duration of the program.

ARTICLE 28 - DURATION AND CHANGES

Duration: This Agreement shall become effective on January 1, **2021** and remain in effect through **February 29, 2024**.

Employer and the Union agree to reopen the contract after the first year of the agreement (February **28, 2022** and February **28, 2023**) to negotiate wages. Article 11 of this Agreement will not apply until such negotiations are completed and any proposed changes have been ratified.

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

EMPLOYER:

Ebenezer Management Services, Inc.

By: L.J Davis

Date: 1/19/2021

UNION:

UFCW Local 1189

By: [Signature]

Date: 1/15/21

APPENDIX A – WAGES

Effective **January 1, 2021** a 3% increase across the board for all classifications to be paid the pay check following January 1, 2021.

Wage increase for all classifications (on and overscale) 1 % to be paid the check following July 1, 2021

REGISTERED NURSE (RN)

	3%	1%
	<u>1/1/21</u>	<u>7/1/21</u>
Start	\$32.50	\$32.82
2080	\$32.76	\$33.09
4160	\$33.08	\$33.41
6240	\$33.38	\$33.72
8320	\$33.72	\$34.06
10400	\$34.02	\$34.36
12480	\$34.29	\$34.63
14560	\$34.53	\$34.87
16640	\$34.81	\$35.16

LICENSED PRACTICAL NURSE (LPN)

	3%	1%
	<u>1/1/21</u>	<u>7/1/21</u>
Start	\$25.31	\$25.56
2080	\$25.54	\$25.80
4160	\$25.81	\$26.07
6240	\$26.09	\$26.35
8320	\$26.33	\$26.59
10400	\$26.60	\$26.87
12480	\$26.83	\$27.10
14560	\$27.06	\$27.33
16640	\$27.30	\$27.57

NURSING ASSISTANT (NAR)

	3%	1%
	<u>1/1/21</u>	<u>7/1/21</u>
Start	\$15.45	\$15.60
2080	\$15.76	\$15.92
4160	\$15.98	\$16.14
6240	\$16.15	\$16.31
8320	\$16.40	\$16.56
10400	\$16.64	\$16.81
12480	\$16.84	\$17.01
14560	\$17.01	\$17.18
16640	\$17.17	\$17.34

ACTIVITY AIDES/HOSPITALITY AIDES

	3%	1%
	<u>1/1/21</u>	<u>7/1/21</u>
Start	\$13.28	\$13.41
2080	\$13.43	\$13.57
4160	\$13.63	\$13.76
6240	\$13.87	\$14.01
8320	\$14.08	\$14.22
10400	\$14.31	\$14.45
12480	\$14.55	\$14.70
14560	\$14.80	\$14.95
16640	\$14.91	\$15.06

LAUNDRY, HOUSEKEEPING, DIETARY AIDES

	3%	1%
	<u>1/1/21</u>	<u>7/1/21</u>
Start	\$13.13	\$13.26
2080	\$13.29	\$13.42
4160	\$13.49	\$13.63
6240	\$13.68	\$13.82
8320	\$13.85	\$13.99
10400	\$14.00	\$14.14
12480	\$14.12	\$14.26
14560	\$14.27	\$14.41
16640	\$14.43	\$14.57

COOKS

	3%	1%
	<u>1/1/21</u>	<u>7/1/21</u>
Start	\$14.58	\$14.73
2080	\$14.72	\$14.87
4160	\$14.95	\$15.09
6240	\$15.15	\$15.30
8320	\$15.40	\$15.55
10400	\$15.67	\$15.82
12480	\$15.93	\$16.09
14560	\$16.22	\$16.38
16640	\$16.37	\$16.53

Maintenance I

	3%	1%
	<u>1/1/21</u>	<u>7/1/21</u>
Start	\$16.77	\$16.94
2080	\$16.90	\$17.07
4160	\$17.06	\$17.23
6240	\$17.25	\$17.43
8320	\$17.51	\$17.69
10400	\$17.78	\$17.96
12480	\$18.04	\$18.22
14560	\$18.30	\$18.49
16640	\$18.50	\$18.68

Maintenance IB

	3%	1%
	<u>1/1/21</u>	<u>7/1/21</u>
Start	\$20.32	\$20.53
2080	\$20.51	\$20.71
4160	\$20.83	\$21.03
6240	\$21.20	\$21.41
8320	\$21.63	\$21.85
10400	\$22.05	\$22.27
12480	\$22.52	\$22.74
14560	\$22.95	\$23.18
16640	\$23.19	\$23.42

Letter of Understanding

By and Between
UFCW Local 1189

and

Lake City Nursing Home
(Ebenezer Management Services, Inc.)

The employer and the Union agree to meet during the course of this agreement to discuss potential for premiums and/or differentials for nursing staff (i.e. RNs, LPNs, and NARs) that complete the employer's certification and work the vent unit.

FOR THE EMPLOYER:

L.J Davis

Name

System Director Labor Relations

Title

01/21/21

Date

FOR THE UNION:

J. White

Name

Union Representative

Title

1/15/2021

Date