

# **The Waterview Pines, LLC**

## **Contract**

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**Effective**  
**02/01/2024 – 1/31/2027**

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**United Food and Commercial Workers Union Local 1189**

2002 London Rd Ste 211

Duluth MN 55812

Phone: 218-728-5174 or 800-942-3546

Fax: 218-728-5178

Website: [www.ufcw1189.org](http://www.ufcw1189.org)

**Wage re-opener:**  
**02/01/2026**

**Other important phone numbers:**

Wilson McShane: 1-800-570-1012

Employee assistance program (T.E.A.M., Inc.): 1-800-634-7710

## **Know Your Rights**

### **Request that your Union Representative be present!**

U.S. Supreme Court ruled in 1975 “Weingarten” that an employee has certain rights when questioned by their employer. The following are rights that were granted under this case. It applies only when your employer is interviewing you for the purposes of determining whether discipline is warranted. It does not apply when the discipline is already decided.

1. You have a right to Union representation, but you must ask for that representation.
2. You must ask for Union representation from the person doing the questioning. The questioner must be told that you do not want to proceed without Union representation.
3. If the discipline has already been decided upon by the Employer, your right to representation is not there; however, you only need to listen – you do NOT have to answer any further questions.
4. This rule does NOT apply to everyday conversations between a supervisor and an employee regarding performance of job duties and normal work performance.
5. After you have requested Union representation, the Employer rights are:
  - a. They can grant your request and bring in a Union Representative.
  - b. They can discontinue the interview and proceed with the investigation without your participation.
  - c. The Employer can offer you the choice of proceeding without Union representation.

**Remember:**  
**What you say can be used against you. Know your rights!**  
**Demand Union representation when you are facing discipline.**

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**AGREEMENT**

By and Between

**THE WATERVIEW PINES**

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL #1189**

Chartered by the

**UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION**

THIS AGREEMENT made this day of **February 1, 2024** by and between **The Waterview Pines** or hereinafter referred to as the EMPLOYER, and the United Food and Commercial Workers Union, Local 1189, chartered by the United Food and Commercial Workers International Union hereinafter referred to as the UNION.

**UNION MANAGEMENT RELATIONSHIP**

The Employer recognizes the established rights, responsibilities, and values of the Union and has no objection to its Employees becoming members of the Union, responsible in conjunction with the Employer and for making and keeping this Agreement.

The Union agrees to do all in its power to discourage and prevent any irregular interruptions in the efficient operation of the Employer's business and agrees that the Employer has the right to take appropriate disciplinary action against any Employee or Employees participating in or responsible for such interruptions. Any complaints as to the propriety of the disciplinary action taken by the Employer in such cases shall be taken up through the grievance procedure set up herein.

In consideration of mutual promises herein contained and for the purpose of creating a working agreement by and between the Employer and its Employees and the Union, the parties hereto mutually covenant and agree to and with each other as follows:

**ARTICLE 1**

**RECOGNITION OF UNION**

- 1.1 For the purpose of collective bargaining with respect to the hours of labor, rates of pay, and working conditions hereinafter specified, the Employer recognizes said Union as the sole representative of all of its Employees, excluding supervisory Employees, as defined by the National Labor Relations Act, Staffing Coordinator, Wellness Director, and the following United Steelworkers Union classifications as certified in NLRB Case 18-RC-16388 (Virginia Facility).

All full-time and regular part-time LPNs, Wellness Driver, Spiritual Consultant/Lay Minister, Accounts Payable Person, Non-Supervisory RN's, Social Worker.

1.2 It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union and in good standing on the date of execution of this Agreement shall remain members in good standing, and those who are not members on the date of the execution of this Agreement shall, on or after the thirty-first (31<sup>st</sup>) day following the execution 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 date of execution shall on the thirty-first (31<sup>st</sup>) day following employment, become and remain members in good standing in the Union.

1.3 Dues Check-Off. The Employer agrees to deduct union dues, initiation fees, and assessments from the wages of Employees in the bargaining unit who provide the Employer with a voluntary, written authorization which shall not be revocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from the wages of Employees for the last pay period of each calendar month and will be transmitted to the Union by the 15<sup>th</sup> day of the following month. The Employer agrees under the contract requirements above to provide a new Employee with a Union Membership Application and Dues Authorization at the time of hire. The Union agrees that, should the Employer take an initial deduction prior to the completion of thirty-one (31) days of employment, such amount shall be promptly refunded by the Union to the Employee upon request.

In the event no wages are then due the Employee, or are insufficient to cover the required deduction, the deduction for such month shall nevertheless be made from the first wages of adequate amount next due the Employee and thereupon transmitted to the Union.

Either party shall promptly notify the other in writing of any revocation of the aforesaid authorization.

Employer agrees to allow the Union to meet with new Employees to discuss Union business directly after New Associate Welcome provided both Union Steward and Employees are not receiving compensation for this time.

1.4 Accretion: This Agreement shall apply to the Employer's operations as performed on the effective date of this Agreement, and this Agreement and Union representation thereunder shall also extend to any extension, expansion or relocation of such present and related operations in the geographical area of jurisdiction that is covered under the charter of this Local Union.

1.5 Successor Clause: In the event of any sale, purchase, merger or other transaction affecting ownership of Employer's business or ownership of the assets of Employer's business, Employer shall make known to the Union prior to

said transaction the nature of the transaction and further shall make known to all parties to the transaction the terms and conditions of this Agreement.

Following any such transaction, Employer shall use its best efforts to assure that:

- A. All Employees shall be provided employment by the successor Employer.
- B. A new seniority list shall be drafted and posted by the successor Employer upon which the seniority of each Employee will date from his earliest date of employment with the Employer or the successor Employer. The seniority date on the successor Employer's seniority list shall remain the same date of employment as the previous Employer.
- C. If there is to be a reduction in work force as a result of such transaction, any such reduction shall be in inverse order according to the amount of continuous service of the Employees with the Employer or the successor Employer; and
- D. Service by the Employees with the Employer shall be included whenever continuous service is required for other benefits or practices instituted by the successor Employer.

Any department or space leased, or a new department operated by the Employer, shall be covered by an appropriate collective bargaining agreement negotiated between the Employer and the Union.

- 1.6 The Union Contract will not cover non-certified nurse's aides, who will have to complete a forty-five (45) calendar day training period before coming under the jurisdiction of the Union Contract and starting their probationary period.

## **ARTICLE 2**

### **HOURS OF WORK**

#### 2.1 Normal Hours:

- A. Except as provided in Section 2.1B, the normal hours of work shall be eight (8) per day and eighty (80) hours in each two-week period. All hours worked in excess of eight (8) per day and eighty (80) hours in each two-week period shall be considered overtime and shall be compensated for at a time and one-half (1½) rate.

For Employees in the Therapy department, Health Information department, and the maintenance technician the normal work week will be forty (40) hours per week. All hours worked in excess of forty (40) hours per week shall be considered overtime and shall be compensated at a rate of time and one half (1 ½).

2.2 Work schedules will be posted fourteen (14) days before implementation. When changes to the work schedule are made affecting an Employee, the Employer shall notify the Employee at their place of residence or by a verbal or written notice directly to the Employee for the Employer. Issues regarding proper scheduling must be raised by the Employee prior to Noon on the Monday preceding the start of the schedule so affected.

2.3 The Employer shall endeavor to so schedule Employees to provide for every other weekend (Saturday and Sunday) off. In the event not all of the Employees can be so scheduled, the most junior Employees will be scheduled not more than three (3) consecutive weekends guaranteeing the Employee the fourth weekend (Saturday and Sunday off). A Saturday worked or a Sunday worked constitutes a weekend worked.

For the purpose of weekend work, under Section 2.3, a weekend shift is an eight (8) hour shift, or two (2) four (4) hour Saturday and Sunday shifts in the same weekend.

If an employee is regularly scheduled to work weekends, 1, 3, and 5, and employee volunteers to work on weekend 2, then the employer will not be able to schedule the employee on weekend 4.

2.4 No Employee will be scheduled more than five (5) consecutive days unless mutually agreed between Employee and Employer. An Employee reporting for work at his/her 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 or four (4) hours straight time in lieu thereof.

2.5 Rest Periods and Meal Periods:

A. Employees working a minimum of four (4) consecutive hours will be entitled to one (1) fifteen (15) minute rest period.

B. Employees working a shift of five (5) hours or more shall be entitled to two (2) fifteen (15) minute rest periods.

C. Employees working a shift of six (6) hours or more shall be entitled to two (2) fifteen (15) minute rest periods and a thirty (30) minute unpaid meal period.

2.6 Rest periods shall be scheduled by the Employer so as not to interfere with the operation of the Employer's operations.

2.7 All Employees who are required to attend in-service meetings at times when they are not scheduled to work shall receive pay thereof at their regular rate of pay and any such hours so spent shall be included in total hours worked for the purpose or computing overtime.

When a mandatory in-service would require an Employee to work a sixth consecutive day, the Employee may attend the live in-service presentation on the sixth day or view a replay of the in-service within two (2) weeks of the live in-service, without receiving discipline for failing to attend the mandatory in-service. If the Employee fails to attend or view the in-service within two weeks, the Employee shall be subject to normal disciplinary process for failing to attend a mandatory in-service.

2.8 The Employer agrees that split shift work will not be scheduled.

If an Employee works with less than ten (10) hours between shifts, the hours worked on the second shift will be paid at time and one-half (1 ½). **Employees must work a shift that is a minimum of four (4) hours in length for quick change to apply.**

2.9 The normal shift will be an eight and one-half (8½) hours shift inclusive of a thirty (30) minute unpaid meal period.

2.10 Call-Ins: Employees who are called in for a shift other than their scheduled shift will be paid for the whole shift up to eight (8) hours provided they report to work within a reasonable period after receiving a call. Call-in hours will be included in figuring overtime.

2.11 The Employer agrees to offer overtime to the more senior Employees within their seniority unit, provided they are qualified to do the work, but at no time shall the Employer be left without a sufficient number of Employees to do the work.

If the Employer is notified by an Employee with "short-notice", the Employer may bypass the call list and ask those already on the shift to stay or do what is needed to fill the shift.

Short notice will be defined as one (1) hour before the beginning of a shift.

2.12 For all purposes, the first shift of the day shall be defined as the day shift.

2.13 After the schedule is posted and open shifts become available, the Employer must start at the top of the seniority list and offer the shift down the lines (anyone less than 80 hours).

Mandation: The Employer will make every effort to schedule in such a way as to avoid the necessity for mandation. If mandation is necessary, the following procedure shall be followed:

1. If an Employee has not worked the shift requiring mandation, they will not be mandated unless they have worked at the facility for three (3) or more months



2. The Employer shall develop and maintain a list for the purposes of assigning mandation. The list will be comprised of all employees eligible for mandation. The list will track who has been mandated and when they were last mandated. The list will be organized in order of reverse seniority and updated as mandation occurs.
  3. When mandation is necessary, the Employer will first ask for volunteers. If there are no volunteers, mandation will occur by reverse seniority based on the mandation list. Once an Employee has been mandated they will go to the bottom of the list.
- 2.14 No Employee will be allowed to bump another Employee out of their posted schedule or scheduled shift. Regular scheduled days cannot be taken away from an Employee for scheduling purposes, unless requested by the Employee or if it would cause the Employee to work more than five (5) days in a row.
- 2.15 Temporary Summer Holiday Replacement Employees:

The Employer may employ temporary and designate as such Summer and Holiday Replacement Employees from May 1<sup>st</sup> through September 30<sup>th</sup> of each year, and, if applicable, during educational holiday periods for Easter (Spring Break), Thanksgiving and Christmas holidays. The primary purpose of these Employees is to fill-in for vacations and holidays in the time periods identified above. Employees hired for summer replacement shall not be covered by the terms of this collective bargaining agreement.

It is understood that Summer Holiday Replacement Employees may pick up open available hours on the schedule or available hours after the schedule has been posted only after the regular bargaining unit Employees have been offered the hours, as provided in this collective bargaining agreement.

If a Summer and Holiday Replacement Employee is offered work beyond September 30 (other than hours offered for the Easter (Spring Break), Thanksgiving and Christmas holidays), the Employee shall be treated as a regular Employee for all purposes, and the Employee's seniority shall date back to the date of the commencement of the most recent Summer Replacement employment. This date will be no earlier than May 1 of the then-current year. Upon becoming a regular Employee, the Employee shall become eligible for pension, health and welfare on the same terms and conditions as set forth in this collective bargaining agreement.

The Employer will notify the Union that a Summer and Holiday Replacement Employee has become a regular Employee within ten (10) days.

It is not the intent of the parties to provide a Summer and Holiday Replacement Employee with any right or benefit greater than the Employee covered by this

collective bargaining agreement, other than the assignment of the seniority date as set for in paragraph three.

Regular employees may not vacate their regular posted shifts to work a vacant shift.

#### 2.16 Flex Schedule:

Flex Schedule employees are those employees who are not regularly scheduled.

All Flex Schedule employees will receive Holiday Pay for Holidays actually worked. Flex Schedule Employees will receive no other benefits under this Agreement and shall not be eligible for any other incentive pays under this Agreement, including differential pay.

Effective January 1, 2016: Flex Schedule Employees who work at least one-hundred twenty (120) or more hours per two payroll periods will be eligible to participate in the Plan.

Flex-Schedule Employees may bid on posted permanent and temporary hours only after benefited Employees have had the opportunity to fill the position. Flex-Schedule Employees shall be awarded permanent positions on a seniority basis before non-Employees.

Flex schedule employees shall be scheduled to work one (1) week-end per pay period.

In departments where there are less than twenty (20) employees, the weekend requirements would not apply.

Wage rates for Flex-Schedule Employees shall be the same as the rates for regular Employees listed in Appendix "A".

All Flex-Schedule Employees must be contacted by the Employer in an order determined by the Employer to see if they are available for work before regular Employees can be mandated. Contact means the Employer has called the Employee at the phone number provided to the Employer by the Employee. The Employer shall keep records of its attempts to contact, as it does when contacting regular Employees for open hours.

Flex-Schedule Employees will have seniority within their own group based on date of hire as Flex-Schedule Employees for the purpose of scheduling hours. Regular Employees will have seniority over Flex-Schedule Employees.

- 2.17 Employees must use any earned vacation time when requesting regular scheduled workdays off, unless the Employee finds their own suitable replacement, provided the needs of the facility are recognized.

**ARTICLE 3**  
**HOLIDAYS**

3.1 It is agreed that any regular Employee who works forty (40) hours or more during the two-week payroll period in which the holiday falls shall receive holiday pay for the following seven (7) holidays or days celebrated as such: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Easter.

3.2 Personal Day

Effective January 1<sup>st</sup>, 2014, in addition to the foregoing holidays, each anniversary year, all regularly scheduled Employees with one (1) year of service shall be entitled to receive one (1) paid personal day for the number of hours the Employee would have been scheduled that day.

Employees with ten (10) years or more of service will be entitled to receive one (1) additional paid personal day for the number of hours the Employee would have been scheduled that day.

Employees with fifteen (15) years or more of service will be entitled to receive one (1) additional paid personal day for the number of hours the Employee would have been scheduled that day

Employees with twenty (20) or more years of service will be entitled to one (1) additional paid Personal Day for the number of hours the employee would have been scheduled that day.

Employees with twenty-five (25) or more years of service will be entitled to one (1) additional paid Personal Day for the number of hours the Employee would have been scheduled that day.

Personal days are to be considered working days for purposes of scheduling and payroll. If an Employee works more than one (1) shift during the two-week pay period in which the day falls, the Employee will receive pay equal to the number of hours on the prevailing shift. Seven (7) days written notice shall be given prior to the schedule being posted. Personal days can be taken any day the Employee wishes, including Saturday, Sunday or holidays. Personal days can be taken on the Employee's day off by mutual agreement between the Employer and the Employee.

Length of Service	Personal Holidays
1 Year	1 Personal Day
10 Years	2 Personal Days
15 Years	3 Personal Days
20 Years	4 Personal Days
25 Years	5 Personal Days

- 3.3 Employees who work on the above-named holidays: Employees shall receive pay at two (2) times their straight-time hourly rate for all hours worked in lieu of holiday pay, as defined in Section 3.4. Actual hours worked on the holiday shall be counted as time worked for the purpose of computing overtime for that week. Effective January 1<sup>st</sup>, 2006, employees working the p.m. shift on Christmas Eve will receive holiday worked pay.
- 3.4 Effective January 1<sup>st</sup>, 2006, regularly scheduled employees, who worked at least forty (40) hours in the pay period in which the Holiday falls and are not scheduled to work on the Holiday, shall receive straight-time pay for the Holiday for the prevailing number of hours worked per day during the payroll period the Holiday falls in.
- 3.5 The first shift of the holiday shall be defined as the midnight shift prior to the holiday.
- 3.6 To receive holiday pay for a Holiday Not Worked, Employees must work their last scheduled work day before the holiday and their first scheduled work day after a holiday, unless the Employee was sent home by the Employer, was hospitalized, or there was a death in the family, an act of God, or any other excuse acceptable to the Employer.

#### **ARTICLE 4** **SENIORITY**

- 4.1 If an employee transfers from one department to another, the employee's seniority in the first department shall be frozen. The employee's seniority in the second department shall then commence. If a benefited Employee transfers to a Flex Employee position, they will forfeit all frozen departmental seniority.

If an employee's position is eliminated, the employee may exercise frozen departmental seniority from the first department to permit the employee to work a position in the first department; provided the employee is qualified and available to perform the work.

An Employee who is on lay-off status will maintain seniority for a period of twelve (12) months or the length of their employment, whichever is less.

- 4.2 A. Employees shall be probationary Employees for the first ninety (90) calendar days of employment and during such period may be discharged by the Employer without cause and without the same causing a breach of this contract or constituting a grievance there under. The Union will grant one (1) thirty (30) day extension of the probationary period when necessary for good reasons. Probationary Employees have no seniority under this agreement. Upon completion of the probationary period, seniority will date back to the date of hire.

B. Employees transferring to a Flex Employee position forfeit all frozen departmental seniority. A Flex Employee who accepts a Regular Benefited Position will have seniority begin to accrue as of the first date that the employee begins working in the Benefited Position.

An employee transferring from Flex Employee Status to a Regular Benefited Position will be treated as a new employee in relation to benefits including but not limited to Seniority, Personal Days, Vacations, Pension Contributions, Health and Welfare Contributions, etc.

- 4.3 Any controversy over seniority standing or relative to any questions of seniority shall be subject to adjustment, settlement and arbitration in the same manner as other controversies arising under this contract.
- 4.4 Seniority listing by classification of all Employees shall be posted in a conspicuous place and kept current every six (6) months.
- 4.5 Posting Vacancies: If any regularly scheduled vacancy shall occur in any of the designated departments, such vacancy shall be posted as to shift, number of hours, and days of the week on the bulletin board for five (5) working days. The department shall fill such vacancy from Employees bidding within the department in which such vacancy occurs on the basis of qualifications, ability, and physical fitness. When these are relatively equal, seniority shall govern. If no one in the department in which the vacancy occurs bids, or if such applicant is not qualified, then the department shall fill the vacancy from the Employees applying from outside the department with frozen department seniority on the basis as above. If no one in the department in which the vacancy occurs, bids, or if such applicant is not qualified, then the department shall fill the vacancy from employees applying outside the department with Unit wide seniority on the basis as above. All positions shall be guaranteed permanent as to days, afternoons or nights.

The Employer during such five (5) days may assign temporarily any Employee to such vacancy. The above shall apply when a vacancy occurs with proper notice by the Employee leaving. No positions will be posted with rotating shifts unless agreed to and signed by the Employer and Employee. When an Employee is going on vacation, they may submit a pre-bid listing for the job, minimum number of hours and the shift desired for any vacancy that may occur while on vacation.

- 4.6 When scheduling open shifts in the Nursing Department, the hours shall first be offered to Nurse Aides in the department. After making that offer, the Employer may offer open shifts to Nurse Aide Certified Employees regularly assigned outside the Nursing Department. If more than one Employee bids for the open shift, seniority will govern the award of those open shifts. The Employer may offer these hours outside the Nursing Department before offering overtime hours within the Nursing Department.

**ARTICLE 5**  
**TERMINATION OF EMPLOYMENT**

- 5.1 Employees covered by this Agreement, electing to resign or quit their employment will give the Employer fourteen (14) calendar days written notice and shall continue in the Employer's service during this fourteen (14) day period, with the exception that the Employee may leave sooner if a competent replacement can be found by the Employer. The Employer is to furnish printed forms of such resignation.
- 5.2 If an Employee fails to report for work as scheduled or to furnish the Employer with a justifiable excuse therefore within twenty-four (24) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from the service of the Employer and a termination of such Employee's seniority and employment.

**ARTICLE 6**  
**DISCHARGE**

- 6.1 With respect to discharge, the Employer shall give at least one (1) warning notice of a complaint against an Employee to the Employee, in writing, and a copy of the same to the Union prior to discharge.  
No such warning notice need be given to an Employee where the Employee is discharged for "just cause."

The term "just cause" shall include but not be limited to:

1. Dishonesty
2. Incompetence
3. Racial Intolerance
4. Drunkenness
5. Drinking on the job
6. Reporting to work intoxicated
7. Failure to notify Employer to be excused from work
8. Use of illegal drugs
9. Falsification of records
10. Theft on the premises
11. Giving confidential information pursuant to Minnesota Statute No.144.651 (the Bill of Rights for Patients of Health Care Facilities)
12. Violating patients' rights pursuant to Minnesota Statute No. 144.651 (the Bill of Rights for Patients and Residents of Health Care Facilities)
13. Violence on the premises
14. Gross insubordination
15. Disrespectful treatment of patients and residents in any form or degree

16. Physical or psychological abuse of patients and residents in any form or degree
- 6.2 In addition to the foregoing, no warning notice need be given in the instance of a "suspension," which is defined as a removal from the payroll for a period of time with a right to be reinstated without loss of seniority at the end of said period of time.
- 6.3 A warning notice, as herein provided, shall not remain in effect for a period of more than twelve (12) months from the date of the warning notice.

In cases of resident abuse, neglect, or disrespectful treatment, warning notices shall remain in effect for a period of ten (10) years.

All discharges must be by proper written notice to the Employee and the Union.

- 6.4 Any Employee may request an investigation as to his/her discharge or suspension. Should such investigation prove that an injustice has been done to an Employee; the Employee shall be reinstated and compensated at the Employee's usual rate of pay while the Employee has been out of work.

Appeal from discharge or suspension must be taken within ten (10) days of such discharge or suspension by written notice and a decision reached within fifteen (15) days. The case shall then be taken up as provided for in the grievance procedure of this Agreement.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

- 7.1 Should a difference arise between the Employer and the Union or Employees as to the meaning and application of the provisions of this Agreement, or as to the compliance of either party with any of its obligations under this Agreement, an earnest effort shall be made promptly to settle such difference immediately under the following procedure by negotiations:

Step 1. Between the Employee, Union Steward or co-worker, and the Department Head within five (5) days after the discovery of the difference. Any difference/grievance that arises about proper scheduling will only be timely if raised prior to Noon on the Monday preceding the start of the schedule so affected.

Step 2. If not resolved within five (5) days of meeting with the Department Head, the Employee or Steward should promptly request a meeting be scheduled with the Administrator.

Step 3. If the Employee is not satisfied with the Administrator's decision from the Step 2 scheduled meeting, the Employee or Union Steward must inform the Administrator in writing within ten (10) days of said meeting. If the Administrator's decision is not appealed in writing within the ten (10) days, the grievance shall be considered waived.

7.2 The Administrator upon written notice of appeal of the decision by the Employee or Union Steward shall have ten (10) days to respond to the Union Representative in writing of said appeal. Failure to notify the Union Representative within the ten (10) days will automatically resolve the grievance in favor of the Employee(s).

Any grievance which has not been resolved within forty-five (45) days of notification to the Union Representative shall be permanently closed, unless arbitration procedures have been requested. Any of the timeframes as stated above in sections 7.1 and 7.2 may be extended by mutual agreement of the parties.

The parties may agree to request that the Federal Mediation and Conciliation Service mediate the prior to submission to arbitration. In the event that mediation is agreed to, a request for arbitration must be received by the other party within forty-five (45) days following the completion of mediation.

7.3 The Union Representative may be involved at any step of the grievance procedure. At any step of this grievance procedure, the Executive Committee of the Local Union shall have the final authority, in respect to any aggrieved Employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if, in the judgment of the Executive committee, such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Committee.

7.4 If the Employer and the Union cannot agree on a mutually acceptable neutral arbitrator within three (3) additional days, the party initiating the arbitration procedure shall request a panel of five (5) names from the Federal Mediation and Conciliation Service.

The neutral arbitrator shall be selected from the list submitted unless the parties mutually agree otherwise. The selection shall be made by alternately striking four (4) names, the party to make the first strike being determined by drawing lots. The remaining name shall be the neutral arbitrator.

7.5 The entire matter in controversy as aforesaid shall be referred to the neutral arbitrator for disposition and whatever disposition is made shall be binding upon the Union, Employee and Employer. However, the arbitrator shall not have the power to add to or modify any of the terms or conditions of this Agreement.



- 7.6 The decision of the neutral arbitrator shall be final. Should any expense be involved for the service of the above-mentioned neutral arbitration such expense shall be borne equally by the Employer and the Union.
- 7.7 The Union will not authorize, assist or support any strike or stoppage of work because of any matter covered by this Agreement for which procedure for settlement herein provided is available, but has not been utilized.

Participation in any strike, slow-down or stoppage of work brought either by action of the Union in violation of this Agreement or by action of individuals or groups without Union authority shall be just cause for dismissal or discipline by the Employer, subject to the grievance procedure herein provided.

### **ARTICLE 8** **VACATIONS**

- 8.1 All permanent full and part-time Employees who have completed one (1) calendar year of employment shall be entitled to a vested vacation. Vacation time will be calculated annually on the employee's anniversary date.
- 8.2 A. Any Employee employed one (1) year shall be granted **6 days** of vacation time with pay.
- B. Any Employee employed two (2) years shall be granted two (2) weeks of vacation time with pay.
- C. Any Employee employed for four (4) years shall be granted three (3) weeks of vacation time with pay.
- D. Any Employee employed for seven (7) years shall be granted four (4) weeks of vacation time with pay.

Vacation time with pay as provided in Section 8.2 A through D is accrued using the accrual factor set forth below:

**Employees in their first year of employment shall be able to draw from their accrued vacation balance for purposes allowable under MN statute 181.9447. Such withdrawal will be deducted from the employees' normally available vacation allowance upon the completion of their first year. Employees who have completed their first year of employment will have the option of using earned vacation as ESST, provided the employee has an ESST balance great enough to cover the time requested. Such usage will be deducted both from the employee's earned vacation balance and their ESST balance.**

**All employees shall be able to carry over up to eighty (80) hours of unused vacation per year.**

**Flex Schedule Employees shall accrue per the MN Sick and Safe Time Leave Law the following: One (1) hour for each thirty (30) hours worked for a maximum of forty-eighty (48) hours per year. Flex schedule employees shall be able to carry over hours but only accrue no more than 80 hours.**

<b>Employees Length of Service</b>	<b>Maximum Vacation Hours That Can Be Earned Per Year</b>	<b>Accrual Factor (Vacation Earned for Each Regular Hour Paid)</b>
One (1) Year (Section 8.2 A)	<b>6 Days</b>	<b>.0231</b>
Two (2) years (Section 8.2 B)	80 hours (2 weeks)	.0385
Four (4) years (Section 8.2 C)	120 hours (3 weeks)	.0577
Seven (7) years (Section 8.2 D)	160 hours (4 weeks)	.0769

8.3 Vacation week shall be defined as any seven (7) consecutive day period, no matter which day of the week it starts, necessities of the business being recognized. Vacation time may be taken in single days by working out a written mutual agreement between the Employer and the Employee. Requests for vacation in single days must be requested seven (7) days in advance of the schedule being posted.

Employees may request up to two (2) weeks of vacation hours in single days.

For an unscheduled, unapproved absence; the employee may request and use up to five (5) personal Holidays or Vacation days per calendar year to cover the time off.

8.4 Vacation Pay:

- A. All vacation pay shall be at the Employee's current rate of pay at the time vacation is taken.
- B. Employees shall receive pay based on the average number of pay hours per week, to a maximum of forty (40) hours pay for each week of vacation earned during the twelve (12) months preceding their anniversary.
- C. If an Employee schedules a full week of vacation in a single pay period, the Employee will not be scheduled to work more than 40 hours in the pay period. If an Employee elects to work more than 40 hours in the pay period, the vacation hours pay shall be counted as hours worked.

8.5 All compensated hours will be counted for the purpose of calculating overtime, vacation accrual, pension contribution, and health insurance eligibility, to a maximum of forty (40) hours for a full week of vacation.

- 8.6 Employees on a worker's compensation leave will have such hours counted towards computing vacation time increases or wage increment increases. The Employee's anniversary date shall remain the same and will be used to select their preferred vacation periods and job posting.
- 8.7 A former Employee whose employment is terminated and who is subsequently re-employed by the Employer assumes the same status as a new Employee in regard to vacation allowances.
- 8.8 Vacation periods for sign-up only shall run January through December. All Employees shall list their preference for vacation periods during the month of November for the following year. The Employer shall confirm the vacation period with the Employee by December 15<sup>th</sup> of each year. No vacation shall be granted to any Employee for a period of less than seven (7) consecutive days, unless mutually agreed to the contrary.

The Employer will leave the confirmed vacation schedule posted from December 1<sup>st</sup> through December 15<sup>th</sup> of the following year.

Vacations shall, as far as possible, be granted for the period preferred by the Employees, the necessities of the business being recognized. As between the Employees requesting the same vacation period, the request of the senior Employees shall prevail.

- 8.9 If a holiday falls within the Employee's vacation period, the Employee shall receive one (1) additional vacation day during that vacation period.
- 8.10 Employees who are discharged for just cause or who fail to comply with Section 5.1 (Termination of Employment) of this Agreement shall be paid earned vacation only. Employees who comply with section 5.1 will be paid all earned and accrued vacation.
- A. Earned vacation pay is vacation pay accumulated as of the Employee's previous anniversary date that has not yet been taken.
  - B. Accrued vacation pay is the portion of vacation pay that has accumulated since the Employee's previous anniversary date, based on the above schedule.
  - C. Employees who move from a Benefited Position to Flex Employee Status will be paid earned vacation at the time of transition.
- 8.11 There are two options for vacation hours to be "cashed out" while still an active associate and those options through the Vacation Cash Out or the Vacation SMF Contribution provisions as stated below.

Vacation Cash Out Options:

The Waterview Pines offers voluntary cash out option of earned vacation hours. To be eligible for cash out, associates must have successfully completed one year of continuous service based on their most recent hire date.

Cash out must be taken in one week increments up to a two week total. Associates choosing to cash out vacation hours will not be permitted to take unpaid vacation time off later in the year.

Vacation cash outs will be processed as soon as administratively practicable after January 1, April 1, July 1, and October 1 and paid on a regular paycheck; no separate checks are allowed. Requests must be processed by the 15<sup>th</sup> of the month prior to the quarterly cash out dates. Requests later than the 15<sup>th</sup> of the month prior to the cash out date will not be honored. All approved payouts and contributions will be compensated at the associate's current base rate of pay and are subject to all applicable state and federal taxes. To request a vacation cash out, the associate must submit the Vacation Cash Out/Donation Request Form and return to the Payroll Coordinator for processing.

**ARTICLE 9**  
**SCHEDULE OF WAGES**

- 9.1 See attached APPENDIX "A" - MINIMUM SCHEDULE OF WAGES
- 9.2 Comparable Experience: Comparable experience may be recognized for wages only. Employees with previous experiences as above indicated, may receive, as their rate of pay, the established level for one increment lower than their established comparable experience.
- 9.3 In the event that there is a change in the Fair Labor Standards Act (Federal Minimum Wage) relative to minimum wage during the interim period of this Agreement, the Agreement shall be adjusted as of the date of enactment of such change and should the adjustment exceed those increases above, such adjustments shall be negotiated between the Employer and the Union within sixty (60) days.
- 9.4 A. Non-licensed employees moving from one department to another will move laterally on the pay scale for actual years of service. Non-licensed employees moving to a licensed position will be paid according to their years of experience in that position.
- B. No Employee shall suffer any reduction in wages or loss in working conditions as a result of this contract.

- 9.5 The Union contract will not cover non-certified nurses aides, who will have to complete a forty-five (45) calendar day training period before coming under the jurisdiction of the Union Contract and starting their probationary period. The Employer can pay these Employees less than the wages in Appendix "A" during the forty-five (45) calendar day training period, but no less than minimum wage.
- 9.6 Lost time spent serving on the union negotiating committee shall be counted as time worked solely for the purpose of determining eligibility for insurance benefits, holiday pay, pension contribution, and vacation accumulation.
- 9.7 Longevity Pay:
- Effective January 1<sup>st</sup>, 2009, upon completing the twentieth (20<sup>th</sup>) year of service, employees in the Bargaining Unit will receive a separate check in the amount of two percent (2%) of the previous year's annual tax (W-2) statement.
- Upon completing the twenty-fifth (25<sup>th</sup>) year of service, employees in the Bargaining Unit will receive a separate check in the amount of three percent (3%) of the previous year's annual tax (W-2) statement.
- 9.8 Shift Differential: Any Employee working the night shift shall receive **seventy-five cents (\$.75)** per hour shift differential in addition to their hourly wage rate. This would apply to nursing only.

Any Employee working the overnight shift shall receive **seventy-five cents (\$.75)** per hour shift differential in addition to their hour wage rate. This would apply to nursing only.

## **ARTICLE 10**

### **LEAVES OF ABSENCE**

- 10.1 Employees shall be entitled to written leaves of absence for the following reasons:
- A. Illness or injury Leave (including maternity leave) of a non-probationary Employee that requires absence from work. Such absence shall be for a period of three (3) months, renewable to twelve (12) months provided that the Employee provides medical certification to the Employer regarding the necessity of an extension of said leave and provided Employee notifies the Union and the Employer of the Employee's whereabouts and status. In cases of compensable injury, Employees shall be granted a leave of absence up to twelve (12) months or until maximum medical improvement (MMI) is reached, whichever is sooner.

All leaves in Section 10.1 shall run concurrently with FMLA.

- B. Employees injured on the job shall not be docked for any part of any day in which the injury occurs, providing a call to the Employer is made from the

doctor's office, by doctor's personnel, notifying them of the extent of the injury. If the injury is not serious, the Employee must return to work at once upon leaving the doctor's office. In no instance will the Employer be obligated to pay an Employee for more than eight (8) hours.

- C. Military service by the Employee in compliance with the provisions of the Veterans' Re-employment Act.
- D. Election or appointment to office, in or as a delegate representing the Union requiring either temporary or full-time leave. Such leave shall not exceed the term of office to which he/she is elected.
- E. Parental Leave and Family Leave Act; Family and Medical Leave Act of 1993 requires covered Employers to provide up to twelve (12) weeks of unpaid, job-protected leave to "eligible" Employees for certain family and medical reasons.

Employees are eligible if they have worked for a covered Employer for at least one (1) year, and for one thousand two hundred fifty (1250) hours over the previous twelve (12) months. The Employer follows state and federal guidelines in regards to this Act. These guidelines are posted in a conspicuous place adjacent to the time clock. Employees shall be entitled to twelve (12) weeks of unpaid leave in accordance with the Family and Medical Leave Act (FMLA) of 1993. During an approved FMLA leave, the facility shall continue to make payments towards the Employee's health insurance coverage, as defined in Health and Welfare Provisions of this Agreement. FMLA year shall be defined as a rolling one (1) year period. Employees may request an extension to their leave in thirty (30) day increments for a total of ninety (90) days.

- F. Personal Leave: Any other reason acceptable to the Employer. The Employer will use reasonable and fair judgment in determining whether or not an Employee shall be granted a leave of absence.
- 10.2 Other leaves as per Item F shall run to a maximum of three (3) months for Employees.
  - 10.3 Any Employee who is granted a leave of absence and while on such leave of absence accepts employment with another Employer, or who goes into business for themselves, is subject to discharge.
  - 10.4 Upon return to work from a leave of absence, the Employee shall be returned to their shift, number of hours, and days of the week as previously held.

Upon notice to the Employer of availability for work prior to Monday noon of any week, the Employee shall be restored to work to begin no later than Thursday following the giving of such notice.

If the notice of availability for work is given after Monday noon of any week, the Employer is required to schedule the Employee on the schedule prepared for the following week, and the Employee will begin work the Thursday thereafter.

- 10.5 Employees on leave of absence shall not be entitled to holiday pay or any other benefits of this contract unless specifically provided for herein.
- 10.6 Jury Duty: An Employee who is called on jury duty shall be paid for actual hours worked for the company. If this pay together with his jury duty pay does not equal the Employee's regular weekly pay, the Employer will make up the difference for a maximum period of two (2) weeks, provided the Employee works such hours as the Employee is available during the hours when court is not in session. The above shall apply to petit jury duty only. An Employee receiving full pay from the Employer while serving on a jury will be required to turn in to the Employer the jury duty pay for the period the Employee served on the jury, not to exceed two (2) weeks.
- 10.7 Bereavement Leave: All Employees shall be entitled up to five (5) days bereavement leave following the death of a father, mother, lawful spouse, child, current stepparent, and current stepchild, legal guardian, any relative residing with the Employee or with whom the Employee resides, or domestic partner.

All Employees shall be entitled to three (3) consecutive days, provided the days falls on the Employee's normally scheduled days bereavement leave, upon the death of the following relatives who do not reside with the Employee: father-in-law, mother-in-law, grandparent, grandchild, brother or sister, son-in-law, daughter-in-law.

In all cases, to receive bereavement leave pay, the Employee must attend the funeral. Bereavement leave days shall be consecutive commencing as designated by the Employee.

A Domestic Partner is one who resides in the same house as the employee, and has shared household expenses for a minimum of five (5) years.

Employees may request and will be granted additional time off. Employees can take time off without pay or utilize personal holidays or vacation days to receive pay for the additional time off. All time off with pay shall be at straight time and a composite of work time and leave pay shall not create an overtime pay obligation on the part of the Employer. In the event an Employee would be entitled to bereavement leave during a time they are on vacation, bereavement leave, as provided herein, shall be granted.

Employees shall be entitled to one day off with pay to attend the funeral of an aunt, uncle, nephew, niece, brother-in-law, sister-in-law, grandparents-in-law, stepparent or stepchild.

Employees shall be entitled to one day off without pay to attend the funeral of an uncle-in-law, aunt-in-law, grandparents-in-law or step-grandchild.

The scheduling clerk shall replace any Employee scheduled paid or unpaid time off under this section.

**ARTICLE 11**  
**MISCELLANEOUS**

- 11.1 **Pay Period:** Employees shall be paid every other week. Payroll errors made by the Employer that are in excess of fifty dollars (\$50) will be corrected within one hundred and twenty (120) hours after being notified of the error by the Employee. Errors made by the Employer that are less than fifty dollars (\$50) will be paid on the next pay cycle.
- 11.2 The Employer will schedule no meetings of Employees on free time (rest periods and lunch periods). Employees required to attend mandatory meetings called on their day off (and these will not be excessive), will receive pay at straight time for the time spent in the meeting, but not less than one (1) hour.
- 11.3 **Labor Management:** The Employer has agreed to establish a labor management committee that will meet, as necessary, to discuss problems and concerns relative to The Waterview Pines and their Employees.
- 11.4 The Employer shall offer two (2) sets of uniforms to the Employee per year based upon their anniversary date.
- 11.5 **Discrimination:** The Company agrees that it will not discriminate against or treat any worker differently because of Union membership, support or activity; race, national origin, color, gender, religion or age; disability, pregnancy, or physical or mental health condition; sexual orientation, or gender identity or expression; marital or veteran status; or English proficiency or speaking accent.
- 11.6 **No Harassment:** Monarch Healthcare Management is committed to providing a work environment free of sexual or any form of unlawful harassment, discrimination, or retaliation. Harassment is a form of employment discrimination marked by unwelcome conduct based on a protected class. Harassment of employees by another employee, supervisor or third party for any reason based upon an individual's race; color; creed; religion; genetic information; national origin; sex (including same sex); pregnancy, childbirth and related disabilities; age, including over the age of majority; disability; marital status; status with regard to public assistance; sexual orientation, off duty usage of lawful products, such as tobacco and alcohol; status as a patient enrolled in the marijuana registry program; or any other category protected under federal, state, or local law (protected



**class) is prohibited. The employer will investigate and take reasonable appropriate action regarding any instances of harassment being reported.**

**ARTICLE 12**  
**SEPARABILITY**

- 12.1 Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of competent jurisdiction or any unfair labor practice by final decision of a labor relations board of competent jurisdiction, such invalidation or such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to replace or abridge the right of either party for the purpose of arriving at a mutuality satisfactory replacement for such part or portion declared illegal.

**ARTICLE 13**  
**PENSION**

- 13.1 In accordance with the Transition Agreement signed and dated by both parties on May 30, 2019, the following was agreed upon; "The Employer will not be obligated to continue contributions to the Northern Minnesota-Wisconsin Retail Clerks Pension Fund. In lieu of future contributions to the Fund, both parties have agreed the Employer will add one dollar (\$1.00) per hour to the current wage scale/employee wage rate retroactive from June 1, 2019 through the end of the current CBA and forward unless a greater amount is negotiated.
- 13.2 The Employer has agreed to allow Employees in the bargaining unit to participate on a volunteer basis in the 401(k) Plan set up for The Waterview Pines.

**ARTICLE 14**  
**HEALTH and WELFARE**

- 14.1 All Employers who are or become signatory or bound by this Agreement agree to be bound by the Agreements and Declarations of Trust, as amended, establishing the Northern Minnesota-Wisconsin Area Retail Food Health and Welfare Fund, copies of which all parties agree have been furnished to and read by all Employers bound hereby prior to the execution of this Agreement It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All Employers bound hereby irrevocable designate the Employer Trustees of said Fund, and their successors, as their representatives for the purposes set forth in said Agreements and Declarations of Trust.
- 14.2 Health and Welfare Contribution Rates: The Employer agrees that the monthly contribution rate for each eligible Employee to the Health and Welfare Fund as determined by the Board of Trustees is as follows:

Effective March 1, 2017, the Employer will contribute eighty-seven percent (87%) of the cost of Plan A (Single Coverage). The Employee will contribute thirteen percent (13%) of the cost of Plan A (Single Coverage). This will be on a pre-tax basis.

- 14.3 (1) Employees hired on or after January 1, 2014, that worked one hundred and twelve (112) hours or more in the two (2) payroll periods preceding the first of any month shall be eligible for insurance contributions paid by the Employer in accordance with the following rules:

New employees hired shall have payment made on their behalf by the Employer commencing on the first of the month following sixty (60) days from their date of hire.

- (2) Payment to the Fund on behalf of the Employees who are terminated due to discharge or voluntary termination of employment shall not be required commencing with the first of the month following the date of their termination.
- (3) Employees returning to work or reinstated following an absence from work where their seniority has not been interrupted shall have payments made on their behalf on the first of the month following their return to work.

Health and Welfare payments shall be made as follows:

New payment to start January 1<sup>st</sup>, 2016 shall be based on December 2015 hours.

- 14.4 In the event of absence of an Employee from work because of injury, illness or sickness, the Employer shall continue to make the required contributions for a period of three (3) months from the date on which the Employee leaves active employment due to injury, illness or sickness.

In the event of leave of absence or military leave, or in the event of Employees who are laid off or are off because of illness, sickness or injury beyond the said three (3) month period, they shall be permitted to continue coverage as a member of the group by paying in advance the regular monthly premium as paid by their Employers after the respective date that contributions by the Employers cease pursuant to the provisions hereof, provided that such coverage may be continued only to the maximum period allowed under the rules established by the Trustees.

The parties agree that if an Employee was eligible for insurance per Article 14, Section 14.3, when the Employee begins the Leave of Absence, and the Employee has not exceeded a three (3) month Leave of Absence due to injury, illness, or sickness, there will be no loss of Employer contributions for the fourth (4<sup>th</sup>) month when the Employee returns to the same job; even though the Employee will not have been paid the required hours per Section 14.3 in the two (2) payrolls before the beginning of that fourth (4<sup>th</sup>) month.

- 14.5 During the times that the Employees covered hereunder are on vacation, the Employer shall continue to pay the necessary contributions to secure coverage for the Employees.
- 14.6 Contributions to the Trust Fund shall be due and payable twenty-two (22) days following the end of the preceding month for all Employees covered under the collective bargaining agreement, or for whom contributions are required.

The failure of an Employer to pay all amounts due within ten (10) days following the due date, whether willful or otherwise, shall subject the delinquent Employer to a payment of liquidated damages of an additional ten percent (10%) of the amount due, plus all costs and reasonable attorney's fees incurred in connection therewith. Payments and liquidated damages unpaid by the first day of the following month shall be subject to an interest charge on the payments and liquidated damages equal to the prime rate of the bank with which the Fund does its business.

If legal action is taken to recover the amount due the Trust Fund, the delinquent Employer shall also be required to pay all court costs including reasonable attorney fees. In addition to the other provisions, as herein set forth, any Employer who is delinquent in his or her payments to the Trust Fund shall make such Employer primarily liable and responsible to its Employees or Employees' estates which would otherwise be due such Employee or Employees' estates under the administration of this Trust Fund. The payment of any and all claims shall not operate to relieve such Employer from his/her liability to make the payments due the Trust Fund, including any liquidated damage payment.

Any Employer who on more than one occasion during any one year becomes delinquent in its payment to the Trust Fund shall be required to post a bond with the trustees in an amount equivalent to the total contributions which is was obligated to make during the preceding calendar year.

Non-payment by any Employer of any contribution or other monies owed to the Fund shall not relieve any other Employer from his/her or its obligation to make required payments to the Trust Fund.

- 14.7 (1) In no event shall the provisions relating to Health and Welfare set forth herein be subject to or suitable for grievance and arbitration under the terms of this Agreement.
- (2) The above paragraphs shall be applicable when, in the judgment of the Trustees, the delinquency results from a clerical effort of a bona tide difference or dispute concerning eligibility.
- (3) The Employer agrees that applicable payroll records shall be made available for audit of Employees of the Health and Welfare Fund as directed by action of the Board of Trustees of the Fund.

- 14.8 If the Employer fails to make prompt and timely payments or monthly contributions required by this Article and such delinquency results in an Employee or beneficiary or dependent being denied or being rendered ineligible for benefits otherwise payable under the Plan provided by the Trustees, then in such event, the Employer shall be fully and personally responsible to (and hereby agrees to pay) such Employee or beneficiary or dependent for all such losses of benefits.
- 14.9 Employees that elect to participate in dependent health and welfare can make arrangements with the Employer to make payment through payroll deductions, subject to rules established by the Trustees.

**ARTICLE 15**  
**NO STRIKE OR LOCKOUT**

There shall be no strike, work stoppages, picketing or lockouts during the term of this Agreement. No Employee shall engage in any sit-down, sit-in, slowdown, cessation or other concerted work stoppages.

**ARTICLE 16**  
**MANAGEMENT RIGHTS**

Except as specifically limited by the express written provisions of this Agreement, the management of the nursing home and the direction of the working forces shall be deemed the sole and exclusive function of the Employer. Such management and direction shall include, but is not limited to, the rights to:

1. Hire, lay off, demote, promote, transfer, discharge or discipline for just cause
2. Maintain discipline
3. Assign and delegate work
4. Determine quality and quantity of work performed
5. Maintain and improve efficiency
6. Require observance of nursing home rules and regulations
7. Direct the working forces
8. Determine the number of hours to be worked
9. Determine the materials, means and type of services provided
10. Determine the methods, supplies and equipment to be utilized
11. Determine methods of compliance with federal and state regulations affecting nursing homes
12. Discontinue jobs because of valid management and economic reasons
13. Decide Employee qualifications consistent with the federal and state standards, and
14. Manage and administer Employer's operations

Any dispute with regard to the foregoing may be submitted to arbitration by the Union pursuant to Article 7 hereof.

**ARTICLE 17**  
**DURATION OF AGREEMENT**

The period of this Agreement shall be from **February 1<sup>st</sup>, 2024**, to and including **February 1, 2027** shall automatically renew each year thereafter unless ninety (90) days prior to February 1, 2024, either party gives notice to the other of its intention to amend or terminate this Agreement.

This agreement shall be reopened upon request of the Union or Employer, with ninety (90) day notices, for the purpose of negotiating the wage scale effective **February 1<sup>st</sup> 2026** at which time the no strike, no lockout provision will be waived.

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

**THE WATERVIEW PINES**

By   
**Executive Officer**

Date: 04/22/2024

**UNITED FOOD and COMMERCIAL WORKERS UNION,  
LOCAL 1189, Duluth, Minnesota**

By  (pe)  
**Adam Everstad, Union Representative**

Date: 4/23/24



**LETTER OF UNDERSTANDING**

**By And Between**

**UFCW Local 1189**

**And**

**The Waterview Pines**

**ATTENDANCE**

Quarterly, Employees are able to "forgive" one (1) weekday absence from their record by picking up two (2) shifts where they're most needed. The quarterly time frames are January 1<sup>st</sup> – March 31<sup>st</sup>; April 1<sup>st</sup> – June 30<sup>th</sup>; July 1<sup>st</sup> – September 30<sup>th</sup>; and October 1<sup>st</sup> – December 31<sup>st</sup>. An absence is not forgiven if the Employee picks up a shift but calls in within seven (7) days prior or seven (7) days after the picked-up shift.

The attendance program will be in effect for a minimum of six (6) months. The attendance program will fall under the language and guidelines of LMC.

**THE WATERVIEW PINES**

By   
Executive Officer

Date: 5/26/21

**UNITED FOOD and COMMERCIAL WORKERS UNION,  
LOCAL 1189, Duluth, Minnesota**

By 

Date: 5/26/21

**LETTER  
OF  
UNDERSTANDING**

**HOURS LOST DUE TO DAILY CENSUS REDUCTION**

Employees may request credit for the hours lost due to Daily Census Reductions in order to calculate Pension contributions, Health & Welfare contributions, and Vacation accrual.

It is the Employee's sole responsibility to submit documentation and notify the Employer that they desire such credit.

Employees must submit a "Hours Lost Due to Census Reduction" form to the Human Resource Coordinator at the end of each pay period in which they lost hours due to Daily Census Reductions. Forms must be timely and will not be accepted two (2) weeks past the end of a given pay period. If forms are not submitted in a timely manner, the Employee will not be given such credit.

Credit for lost hours due to Daily Census Reductions will be utilized to calculate Pension contributions.

Credit for lost hours due to Daily Census Reductions will be taken into consideration when determining the amount of hours worked to qualify for Health Insurance contributions.

Credit for lost hours due to Daily Census Reductions will be taken into consideration for vacation accrual if the Employee accrues less than the number of hours for their posted position and it can be directly attributed to lost hours due to Daily Census Reduction, and the Employee has submitted the hours as required.

For the Employer:

  
Cheryl A. High  
Date 1-8-18

For the Union:

  
Tom Cvar  
Date 1/8/18



**LETTER  
OF  
UNDERSTANDING**

**NURSING ASSISTANT CATEGORY**

The Employer will continue to provide every other weekend off (Saturday and Sunday) to those employees in the Nursing Assistant Category. In the event that the Employer declares a staffing crisis emergency, the Labor Management Partnership Committee will convene to discuss the situation and remedy the crisis. This could include scheduling an extra weekend. The contract language in Article 2.3 shall still apply. Once the crisis is over, the Employer will resume providing for every other weekend off.

This letter of agreement will expire 06/30/2018 unless there is an agreement to mutually extend the agreement

For the Employer:  
  
Cheryl A. High  
Date 1-8-18

For the Union:  
  
Tom Cvar  
Date 1/8/18

Letter of Understanding

Between

United Food and Commercial Workers, Local 1189

AND

St. Michael's Health and Rehab Center

Trial Rotation of Mandating for Midnight Shift Call-Ins

The parties agree that beginning 5/31/2018 we will trial a program rotating potential mandation for a period of eight (8) weeks. This will apply to mandation of shifts from the afternoon shift into the midnight shift.

Prior to the schedule being finalized, each afternoon shift employee will sign up for a shift that they would be the person that would stay if mandating is required. If more than one person signs up for the same day, the person with the most seniority will be given their preference first. If an employee does not sign up, the employer will assign the employees a day. The day assigned to the employee will be indicated on the schedule with a star (\*).

If there is a midnight shift call-in, the Employer will follow procedure in asking all employees to stay. If all employees refuse to stay the person that was designated to stay will be required to stay. Failure to stay will result in progressive discipline. (Verbal Warning, Written Warning, Suspension/Final Notice, Termination or wherever the employee is in the disciplinary process.)

	
Tom Cvar, Union Representative	Cheri High, Administrator
5/22/18	5/22/18
Date	Date

St Michael's &  
UFCW, Local 1189  
**LETTER  
OF  
UNDERSTANDING**  
**QUICK CHANGE**

Per Article 2 "Hours of Work" Sect. 2.8 and 2.9 of the UFCW Collective Bargaining Agreement:

2.8: "If an Employee works with less than ten (10) hours between shifts, the hours worked on the second shift will be paid at time and one-half (1 1/2)." "

2.9: "The normal shift will be an eight and one-half (8 1/2) hours shift inclusive of a thirty (30) minute unpaid meal period."

The parties agree that an Associate must work a shift that consists of a minimum of four (4) hours or Article 2.8 does not apply.

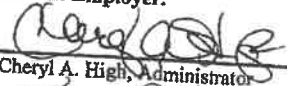
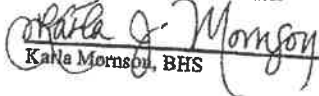
Example:

An associate agrees to work 5:30 p.m. to 8:30 p.m. (3) hours, and then is scheduled to work Day Shift at 6:15 a.m. the next day. Article 2.8 (Quick Change) would not apply to the associates Day Shift that begins at 6:15 a.m.

An associate agrees to work 4:30 p.m. to 8:30 p.m. (4) hours, and then is scheduled to work Day Shift at 6:15 a.m. the next day. Article 2.8 (Quick Change) would apply to the associates Day Shift that begins at 6:15 a.m.

An associate who works 6:15 a.m. to 8:30 p.m. (13.75) hours, and then is scheduled to work Day Shift at 6:15 a.m. the next day. Article 2.8 (Quick Change) would apply to the associates Day Shift that begins at 6:15 a.m.

**For the Employer:**

 1/15/19  
Cheryl A. High, Administrator Date  
 1.22.19  
Kalia Mornson, BHS Date

**For the Union:**

 1/22/19  
Tom Cvar, Business Agent Date

Letter of Understanding

Between  
St. Michael's Health and Rehabilitation Center

AND

United Food and Commercial Workers, Local #1189

**FLEX SCHEDULE EMPLOYEES SCHEDULING**

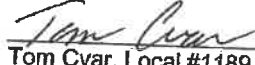
Article 2.15 of the current Collective Bargaining Agreement states:


*"Flex-Schedule employees shall be scheduled to work one (1) weekend per pay period."*

The parties agree to the following clarification:

- One weekend per pay period means that the flex schedule employee will be scheduled a minimum of 16 hours of work on a weekend.
- The employer will try to accommodate flex schedule employee requests based on Flex seniority, but the employer retains the right to schedule flex employees based on the needs of the facility.
- This does not indicate that the employee will be scheduled every other weekend.
  - This could include 16 hours on one day of the weekend; one 8-hour shift on a Saturday and one 8-hour shift on a Sunday on the same weekend; one 8-hour shift on both weekends, i.e. one 8-hour shift on the first Saturday and one 8-hour shift on the second Saturday.
- Additional shifts can be scheduled based on the flex employee's request and will be scheduled if the requested shift is available per the CBA.

  
Cheri High, Administrator      11-29-18  
Date

  
Tom Cvar, Local #1189      12/3/18  
Date

  
Karla Mornson, BHS      12-19-18  
Date

FINAL SETTLEMENT AGREEMENT AND TERMINATION OF BARGAINING  
RELATIONSHIP

This Final Settlement Agreement And Termination Of Relationship ("Agreement") is entered into by and between Local 1189 of the United Food and Commercial Workers and its current and former officers, directors, trustees, agents, representatives and members, and its parents, predecessors, successors and assigned organizations ("Union"), and Arrowhead Senior Living Community d/b/a St. Raphael's Health and Rehabilitation Center and Arrowhead Senior Living Community d/b/a St. Michael's Health and Rehabilitation Center and their parents (including Benedictine Health System), subsidiaries, affiliates, predecessors, successors and assigns, and past and present shareholders, director, officers, agents and representatives ("Arrowhead") (collectively, "Parties").

WHEREAS, Arrowhead has operated facilities in Eveleth and Virginia ("Facilities");

WHEREAS, the Union has been the exclusive bargaining representative of certain employees at the Facilities ("Bargaining Unit Employees");

WHEREAS, Arrowhead has sold its Facilities, thereby terminating its relationship with the Union and the employment relationship with the Bargaining Unit Employees working at the Facilities;

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. In consideration for the terms and conditions set forth in this Agreement, the sufficiency of which is acknowledged and has been received, the Parties further agree to the following:
  - a. Arrowhead will pay the Individual Bargaining Unit Employees for all of their unused personal days as of May 31, 2019 in exchange for each applicable Bargaining Unit Employee entering into a Final Separation Agreement attached hereto as Exhibit A.

- b. Arrowhead will waive any monies owed to Arrowhead by the Bargaining Unit Employees.
  - c. Arrowhead will make contributions to the Northern Minnesota-Wisconsin Area Retail Food Health and Welfare Fund for the May, 2019 hours worked by the Bargaining Unit Employees.
  - d. Arrowhead will respond to the Union's June 5, 2019 information request by June 19, 2019.
2. The Union acknowledges that Arrowhead was not required to provide notice under the federal Worker Adjustment and Retraining Notification Act or any similar state law regarding the termination of the Bargaining Unit Employees associated with the selling of the Facilities and terminating the employment of Bargaining Unit Employees.
  3. To the extent Arrowhead was required to do so by law, the Union acknowledges that Arrowhead and the Union bargained over Arrowhead's decision to sell the Facilities and the effects of said decision. The Parties agree that this Agreement is a direct product of those negotiations.
  4. The Union acknowledges that it is unaware of any workers' compensation claims by any of the Bargaining Unit Employees against Arrowhead, which have not already been reported.
  5. Upon confirmation that any payments required under Paragraph 1(a) above have been made, the Union represents that it has not filed any grievances, claims, actions or charges with any local, state or federal court or agency against Arrowhead and agrees not to do so in the future.
  6. Upon confirmation that any payments required under Paragraph 1(a) above have been made, the Parties agree that by the signing of this Agreement, and acceptance of the benefits set forth herein, they irrevocably waive, and unconditionally and forever release the other party from, with prejudice, all damages, actions, lawsuits or claims they may have, whether known or unknown, or asserted or unasserted, whether based on contract, tort, statute, ordinance or common law, arising out of their relationship and the conclusion of that relationship. By way of illustration, but not limitation, this includes a waiver and release of any rights or claims the Parties may have under, or for, the Minnesota Human Rights Act, the National Labor Relations Act, Worker Adjustment and Retraining Notification Act or any other similar state law, Employee Retirement Income Security Act, the Fair Labor Standards Act and any other state counterpart, all as amended; whistleblower claims, breach of fiduciary duty, libel, slander, defamation, breach of contract, promissory estoppel, conciliation or small claims court

claims, or any other charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, suits, rights, demands, losses, debts and/or expenses (including attorneys' fees and costs actually incurred) of any nature.

7. Upon confirmation that any payments due under Paragraph 1(a) above have been made, the Parties agree the relationship between the Union and Arrowhead is terminated, provided however, if the Facilities revert back to Arrowhead under Article 4 of the Asset Purchase Agreement between Arrowhead and Monarch Healthcare Management, Arrowhead will recognize the Union and abide by the current collective bargaining agreements.
8. Nothing in this Agreement is intended to be, nor shall be construed as, an admission of any breach, violation or wrongdoing by either Party with respect to any contract or local, state or federal ordinance, statute or common law.
9. If any provision of, or portion thereof, this Agreement is found to be unenforceable, illegal or void by a court or agency of competent jurisdiction, the other provisions, or the remainder of the unenforceable, illegal or any provision of this Agreement, shall remain valid and fully enforceable, and the court or agency shall interpret the remaining provisions, or insert such other terms, to effectuate the Parties' intent.
10. This Agreement set forth the entire agreement between the Parties concerning the subject matter herein and fully supersede any and all prior discussions, offers, negotiations, representations, letters, agreements or understandings between the Parties concerning the subject matter herein.

**LOCAL 1189 OF THE UNITED FOOD  
AND COMMERCIAL WORKERS**

By: *Gary Morgan*  
Its: *Union Representative*  
Dated: *06-28-2019*

**ARROWHEAD SENIOR LIVING  
COMMUNITY**

By: *Jerry Carley*  
Its: *President / CEO*  
Dated: *7-1-19*

## Transition Agreement by and between

UFCW Local 1189 (the "Union" on behalf of St. Raphael's employees in Eveleth, MN and St. Michael's employees in Virginia, MN) and Monarch Healthcare Management (the "Company"), collectively the "Parties".

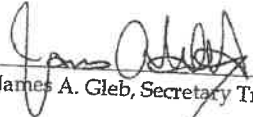
Whereas the parties have a mutual interest in ensuring a smooth transition and labor peace following the acquisition, including minimizing the risk of any grievances, litigation or other disputes regarding their contractual rights and obligations in connection with the acquisition;

NOW THEREFORE, the Parties agree as follows:

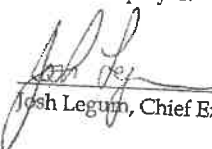
- 1) The Company has agreed to hire all current employees, with the exception of PTA and COTA employees, and honor their existing years of service, and seniority for all purposes outlined in the Agreement(s).
- 2) The Company will assume the St. Raphael's in Eveleth, MN and St. Michael's in Virginia, MN CBAs with UFCW Local 1189, with modification where necessary to reflect the change of ownership.
- 3) The Employer will not be obligated to continue contributions to the Northern Minnesota-Wisconsin Retail Clerks Pension Fund as outlined in Article 13 f the Agreement(s), however the Employer agrees to contribute, to a retirement plan, the amount negotiated and agreed upon. The contributions will be retroactive to June 1, 2019.
- 4) The Employer guarantees that in the event of a future sale, all vacation benefits will be paid out or transferred to the new entity to ensure no loss of vacation benefits for the employee.

Signed and dated this 20 day of May, 2019.

For the Union:

  
James A. Gleb, Secretary Treasurer

For the Employer:

  
Josh Legum, Chief Executive Officer

gf/opieu #12



**Letter of Understanding**  
**Between**  
**The Waterview Pines**  
**AND**  
**United Food and Commercial Workers, Local 1189**

**Re: Article 2.13 Shifts Available After the Schedule has been posted.**

The parties agree that texting employees for shifts that open after the schedule has been posted is an acceptable way of contacting those employees with cell phones.

The parties agree that those employees who do not have cell phones will be contacted via land line simultaneously with the mass text. Employees will have 30 minutes to respond in order to maintain seniority rights to the open shifts. Employees will call either the Staffing Coordinator or the Charge Nurse as instructed in the text as to whether they are interested in the shift.

Shifts will be awarded as per 2.13 of the Collective Bargaining Agreement after the 30-minute time frame has elapsed.

This agreement will be in effect for a period of 30 days at which time it will be reviewed for any concerns.

Should there be no concerns, the agreement will remain in effect until such time the parties determine otherwise.

  
\_\_\_\_\_  
Administrator                      Date

  
\_\_\_\_\_  
UFCW Representative                      Date

\_\_\_\_\_  
Regional Director Operations      Date

Letter of understanding  
By  
And  
Between  
UFCW 1189  
And  
The Waterview Pines

The Employer and the Union are parties to a written Collective Bargaining Agreement (CBA) in effect from January 1, 2018 through February 1, 2021. The parties have agreed the following:

There was an error in the draftsmanship of the current collective bargaining agreement under Article 14, Health and Welfare, section 14.3(1). The following language will be substituted for and will supersede the current language and shall be incorporated in the current CBA.

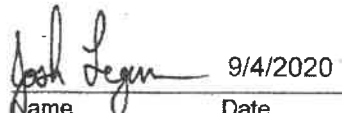
Effective January 1, 2018 through February 1, 2021, Employees hired on or after January 1, 2014, that worked one hundred and twelve (112) hours or more in the two (2) payroll periods preceding the first of any month shall be eligible for insurance contributions paid by the Employer in accordance with the following rules:

New employees hired shall have payment made on their behalf by the Employer commencing on the first of the month following **thirty (30)** days from their date of hire.

UFCW Local 1189

The Waterview Pines

  
Name \_\_\_\_\_ Date 9/3/20

  
Name \_\_\_\_\_ Date 9/4/2020