

Duluth Health Services

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**Franciscan Health Services and
Viewcrest Health Services
Contract**

**Effective
10/01/2024 – 12/31/2027**



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

Other important phone numbers:

Health care/dental (Wilson McShane): 1-800-570-1012

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

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AGREEMENT

THIS AGREEMENT is made and entered into and **is effective on this day, October 1, 2024**, by and between, DULUTH HEALTH SERVICES dba FRANCISCAN HEALTH CENTER AND VIEWCREST HEALTH CENTER, Duluth, Minnesota, hereinafter referred to as the EMPLOYER, and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 1189, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the UNION.

AFFIRMATIVE ACTION STATEMENT

All terms and provisions of the Employer's Affirmative Action Plan required and approved by the State of Minnesota Department of Human Rights shall be incorporated into this agreement by reference. All terms and conditions and interpretations thereof set forth in this agreement shall conform with all local, State, and Federal equal opportunity rules and regulations.

As employees of DHS, we are collectively responsible for providing a work environment that is free of workplace violence, discrimination, harassment (including sexual harassment), and retaliation, and ensuring that employees are treated with dignity and respect. These types of serious misconduct undermine the integrity of the workplace and an individual's wellbeing and will not be tolerated. We believe it's essential to provide all employees with a respectful and safe working environment. As a result, we don't tolerate any mistreatment of employees in the workplace or work-related situations, including discrimination or harassment on the basis of legally protected categories such as: age, disability, race (including traits associated with race, such as hair texture and hair styles), color, creed, religion, national origin, sex (including pregnancy, childbirth, and disabilities related to pregnancy and childbirth), sexual orientation, gender, including gender identity and expression, marital status, status with regard to public assistance, familial status, military or veteran status, membership or activity in a local commission, genetic information, union activity or inactivity or any other protected class under local, state or federal laws.

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 Employer will not tolerate any discrimination or activity whatever against the Union and will discipline any employee, who on the Employer's time carries an anti-union or pro-union activity.

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' participation in or responsible for such interruption. 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, its employees and the Union, the parties hereto mutually covenant and agree to and with each other as follows:

ARTICLE 1 RECOGNITION OF UNION

Section 1.1 The Employer recognizes said Union as the sole representative of all its employees, **excluding** administrative personnel, casual employees (as defined in Article 2 herein), registered nurses, licensed practical nurses, office/clerical employees, those employees covered under the AFSCME contract, guards and supervisors as defined in the National Labor Relations Act for the purposes of collective bargaining with respect to the hours of labor, rates of pay and working conditions hereinafter.

Section 1.2 All present Employees and all Employees who are hired thereafter shall become and remain members of the Union as a condition of employment on and after the first (1st) day of the month following thirty (30) days of employment or the execution day of this Agreement, whichever is later. VHC

Section 1.3 The Employer agrees to deduct union dues or fees from the wages of the employees in the bargaining unit who provide the Employer with 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 each pay period, and which shall be transmitted to the Union by the 15th day of the following month. Employees who do not receive a check in a pay period will not be charged Union dues or fees for that pay period. The employer further agrees to deduct the voluntary amount authorized by employees in writing to be used by the UFCW Local 1189 for political action. The employer shall make and transmit these deductions in the same manner as regular Union dues and fees.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article or in reliance on any list, notice, or assignment furnished under any of the provisions of this Article.

In the event the wages of the employee are insufficient to cover the required deduction, the deduction for such dues or fees 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.

Section 1.4 This Agreement shall apply to the Employer's operations at locations of Franciscan Health Center and Viewcrest Health Center as performed on the effective date of this Agreement and this Agreement and Union representation there under shall also extend to any extension, expansion or relocation of such present operations in the geographical area of jurisdiction that is covered under the charter of this local Union.

Section 1.5 Successor Liability Clause. In the event of any sale, purchase, merger or other transaction affecting ownership of Employer's business or ownership of the assets of the Employer's business, the Employer shall make known to the Union prior to said transaction, the nature of the transaction and make known to all parties to the transaction the terms and conditions of this Agreement.

Following any such transaction, the Employer shall use its best efforts to ensure 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 the employee's earliest date of employment with the Employer or the successor 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 successors employer; and
- d. Service by the employees with the Employer shall be included wherever continuous service is required for other benefits or practice 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.

This Labor Agreement shall be binding upon the parties hereto and their successors and assigns for the Employer and Union, but in no event shall the present Employer be liable for the actions of any successor Employer in recognizing or failing to recognize the terms of this collective bargaining agreement.

ARTICLE 2 CLASSIFICATION OF EMPLOYEES

Employees shall be classified as follows:

Full-time employees are those employees regularly scheduled to work at least sixty-four (64) hours in a two (2) week period.

Regular part-time employees are those employees regularly scheduled to work less than sixty-four (64) hours in a two (2) week period.

Casual employees (including Internal Pool/On-Call) are those Employees who are not regularly scheduled and shall not be part of the bargaining Agreement.

Any employee currently working on the "4 on/4 off" schedule shall have the option of working this schedule for the term of their employment. Any employee choosing to work a schedule other than "4 on/4 off" may return to the "4 on/4 off" schedule based upon agreement with their opposite scheduled co-worker except for employees hired prior to 1990 who choose to work a schedule other than "4 on/4 off" may, in addition, return to a "4 on/4 off" schedule as allowed by a vacant position, but only once.

ARTICLE 3 HOURS OF WORK

Section 3.1 The normal hours of work shall be eight (8) hours per day and eighty (80) hours in each two (2) week period. All hours worked in excess of eight (8) hours per day or eighty (80) hours in each (2) week period shall be considered overtime and shall be compensated for at time and one-half (1½) the employee's hourly rate of pay. There shall be no pyramiding or duplicating of overtime. Any hours not actually worked [such as PLT/VAC/SICK/ESST hours] will not be used for the purposes of overtime calculation.

Section 3.2 Work schedules for a two (2) week period beginning on Monday will be posted no later than the previous Friday two weeks prior to the start of the work schedule.

Any changes to the posted schedule must be made with prior management approval. Exceptions to the general pattern of scheduling shall be made by mutual agreement between the Employer and Employee.

Overtime shifts shall be shortened to provide a minimum of 8 hours between shifts. When changes in the work schedules are made affecting Employees who are scheduled one day off at the time the change is made, the Employee so affected shall be notified of such change at **their** place of residence. Any reasonable attempt by the Employer to so notify the affected Employees shall be deemed to be in compliance with this paragraph.

Section 3.3 An employee reporting for work at their regular scheduled starting time who has not been previously notified to not report for work shall receive a minimum of four (4) hours' work that day. An Employee may choose not to work and will be compensated only for actual hours worked. Any reasonable attempt by the Employer to so notify the affected Employees shall be deemed to be in compliance with this paragraph.

Employees shall not be permanently rotated off the shift or wing that they are assigned to without justification.

Section 3.4 All time worked shall be consecutive except:
Employees scheduled four (4) or more, but less than six (6) hours shall receive one (1) fifteen (15) minute break.

Employees scheduled six (6) hours but less than 8 (eight) shall receive one (1) fifteen (15) minute break and an unpaid half (½) hour meal period. Employees scheduled eight and one half (8½) hours shall receive two (2) fifteen (15) minute breaks and an unpaid half (½) hour meal period. **Employees may not combine break times.**

The break shall be taken as near to midway between starting time and meal period and a meal period and quitting time as possible. Breaks shall be taken on the premises. Breaks and meal periods shall be taken at a scheduled time designated by the Employer. The Employee must punch out when leaving the premises for their meal period and must punch in at the end meal period.

All time worked shall be consecutive, except one (1) hour or less, and no less than one-half (½) hour shall be scheduled for lunch each day if the employee works more than five (5) paid hours, unless mutually agreed otherwise between the Employer and the Employee. Employees who work more than for (4) paid hours but not more than five (5) paid hours shall have the option of taking a one-half (½) hour lunch. Employees who work less than four (4) paid hours shall not be entitled to a lunch period.

Section 3.5 At no time shall the Employer be left without a sufficient number of employees to do the work. In order to meet the Employer's scheduling needs, the Employer may require an employee who is at work to remain and work the next shift or a part thereof. The selection of the employee who is required to remain shall be rotated in reverse order of seniority. The same employee shall not be required to remain at work more than two (2) times per two (2) week pay period, but the next less senior person would be required to remain at work. Employees that agree to work two extra shifts, **at their facility**, in a pay period cannot be required to work mandatory overtime that pay period, **at their facility**. Employees working on a normally scheduled day off cannot be required to work mandatory overtime. Employees that are required to stay over for mandatory overtime shall work continuously. Employees who are mandated and refuse shall be considered insubordinate and will be disciplined under **Article 7**. The mandatory overtime issues in this paragraph will not apply in emergency staffing situations. Employees will not be mandated until they have completed the training period. The training period shall not exceed eighty (80) hours. The employer or employee may request and receive an extension of the eighty (80) hours if mutually agreed upon in writing between the parties. In the event extra hours become available on short notice, (after the schedule has been posted), the Employer will offer the available hours to the most senior employee in the department first, however, management reserves the right to contact employees in order of seniority in such a manner that overtime not be triggered unless absolutely necessary to staff the facility.

Employees may complete and submit a Do Not Call Form no more than once per quarter. This form is only intended to be used when extra hours are needed that will instruct management when to and not to call. Management reserves the right to schedule to ensure resident needs are met.

Extra hours available due to unfilled positions, leaves of absence up to thirty (30) days, personal holidays or vacations will be posted and granted in the following order:

- a. Regular employees by seniority in the department who can work without creating overtime.
- b. Regular employees by seniority in other departments who have been trained and are qualified to do the work without creating overtime.
- c. Casual employees who can work without creating overtime.
- d. Regular employees by seniority in the department who will work overtime.
- e. Regular employees by seniority in other departments who have been trained and are qualified to do the work who will work overtime.

f. Casual/Fill-in employees who will work overtime.

g. If an Employee agrees to work an extra shift it becomes a scheduled shift and a refusal to work will be counted as an unexcused absence.

In the event no employees sign up, management reserves the right to schedule to ensure staffing needs. Management reserves the right to schedule in order to avoid the creation of overtime.

Section 3.6 Employees notified to report for work outside their regular work schedule shall be allowed up to one (1) hour after being called to report to work without loss of time for the shift for which they were called to fill.

Section 3.7 Employees shall be scheduled so as to provide a minimum of eight (8) hours off between shifts. Employees who are mandated to stay and work a second shift, and who are scheduled for the following day, may not be required to work longer on the second shift than time will allow for them to have 8 hours off before the start of their next shift if they request a modification to their shift length. If there is a short overlap the employer may adjust the start time of the employees scheduled start time.

Section 3.8 Where an Employee voluntarily selects and is scheduled for an inter- department position different from the position worked during the previous pay period, the Employee shall not voluntarily seek to move to another position for four (4) pay periods, unless the position sought would result in more hours or higher pay.

Section 3.11 Mandatory Inservice: Employees shall be entitled to a minimum one (1) hour paid for attendance at mandated in-service training.

Any educational courses that are required by law or the Employer shall be paid for by the Employer at the employee's hourly rate of pay.

An Employee who attends a mandatory training session on the Employee's time off will be paid for such hours attended at the appropriate rate of pay; with a minimum mandatory pay of 60 minutes. If the Employee can attend the in-service during the Employee's work hours or immediately preceding or following those work hours, then the Employee is not eligible for the minimum mandatory meeting pay.

ARTICLE 4 HOLIDAYS

Section 4.1 It is agreed that any employee who works on any of the following holidays shall be paid at one-and one-half (1½) times the straight time hourly rate for such work: New Year's Day, **Dr. Martin Luther King Day**, **President's Day**, Easter, Memorial Day, **Juneteenth**, Fourth of July, Labor Day, **Indigenous Peoples Day**, **Veteran's Day**, Thanksgiving Day and Christmas Day.

Section 4.2 No employee shall be rescheduled to avoid payment of holiday pay.

ARTICLE 5 SENIORITY

Every Employee covered by the terms of this contract shall have seniority from the date of the Employee's original date of hire unless such seniority is broken for reasons specified herein. Seniority shall be applicable to all conditions of employment. A seniority list shall be provided to any Employee and to the Union upon request.

Section 5.1 Seniority shall prevail in regard to laying off and rehiring, provided the employee is qualified to do the work available. Seniority shall accrue for continuous service in the facility from the last date of hire in the facility. Any leave taken in excess of the contract provisions shall be considered a rehire for purposes of seniority.

Section 5.2 Employees shall be probationary employees for the first ninety (90) days of employment, plus the number of days an employee is out on leave of absence during the first ninety (90) days and during such probationary period may be discharged by the Employer without cause and without the same causing a breach of this Agreement or constituting a grievance hereunder.

The Employer may extend a new Employee's probationary period for thirty (30) days by providing the Union and the Employee by the eighty-fifth (85th) day written notice of the extension and the reason, therefore.

Section 5.3 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 Agreement.

Section 5.4 In cases of transfer from one department to another, the Employee shall bring their **Facility** Seniority with them for all purposes except the awarding of job postings which shall be first by Department Seniority and secondly by **Facility** Seniority. Department seniority in the new department shall begin on the date of transfer and shall include any previous service.

Section 5.5 An Employee's seniority for any purpose shall be broken and terminated by:

- a. Voluntarily quitting employment.
- b. Discharge for cause.
- c. Failing to report for work after being recalled from layoff.
- d. Layoff which continues for more than one (1) year.
- e. Absence from work because of personal illness or injury for more than one (1) year (compensable injury two (2) years).
- f. For leave of absence in excess of contract provision.

Section 5.6 The right to bump shall be limited to those situations where an Employee is subject to layoff or a reduction of more than three (3) hours in a pay period. Layoff or reduction of hours shall be accomplished by inverse seniority in the department **and facility** affected, provided that an Employee, if qualified for that department, may bump an Employee with less seniority in another department, **within the facility**, to avoid layoff or reduction of hours.

This also means that if the reduction of hours is on day shift, Employees affected by the reduction can bump an Employee on another shift with less seniority who has more hours. Once an Employee bumps into a position, that becomes **their** permanent position. In the event an Employee exercises **their** right to bumping, whether in or out of the department, under Article 5, and the vacated position has its hours fully restored, the position shall be posted. If the Employee who bumped out of this position because of an hour's reduction chooses to bid on the restored position, they shall be considered to have "super seniority" which shall allow the Employee rights to the restored position. The

Employees who are displaced by this re-posting shall also have "super seniority" to bid on their former position, which shall be posted upon its vacancy. Employees shall receive no less than a seven (7) day notice of a layoff or reduction of more than three (3) hours in a pay period, and no less than forty-eight (48) hours' notice of a reduction of three (3) or less hours per pay period.

Section 5.7 It is agreed that employees hired at Viewcrest after 4-11-05, having non-voluntary hours reduction, of five 5 pay periods or less, will not have their status changed from Full-time to Part- time.

ARTICLE 6 TERMINATION OF EMPLOYMENT, LAYOFFS AND REDUCTION OF HOURS

Section 6.1 Employees covered by this agreement electing to resign or quit employment will give the facility two (2) weeks' written notice and shall continue in the facility's service during this two (2) week period with the exception that the employee may leave sooner when competent replacement can be made by the facility.

Section 6.2 If an employee fails to report for work as scheduled or to furnish the Employer with a justifiable excuse, therefore within forty-eight (48) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from the service of the Employer and a termination of such employee's seniority and employment.

Section 6.3 Employees discharged without notice for any of the specified causes provided in **Article 7** hereof, or employees who terminate their employment with the Employer as set forth above, or who leave their employment before the end of the fourteen (14) calendar day period referenced in Section 6.1 above, shall be entitled to accrued wages at their current rate **paid out within 24 hours if requested**, and accrued PLT within eight (8) days of termination or resignation of employment.

Section 6.4 The Employer shall give one week's notice of layoff to the Union, in the event it becomes necessary to lay off employees. Seniority shall prevail in laying off employees with the least senior employee in a department eligible to be laid off first. An employee who has been notified of layoff shall be entitled to bump into a position in another shift, or department, if the employee is ~~still~~ qualified to work that position. An employee cannot bump into a position with a greater number of hours than previously worked immediately prior to the bump. When the Employer determines to recall laid off employees, it shall recall them in reverse order of layoff; provided the employee must be qualified to perform the available work. Employees on continuous layoff for one (1) year shall forfeit all seniority including recall rights.

Section 6.5 Employees who have had their scheduled hours reduced shall be entitled to maintain their scheduled hours by bumping a less senior employee on a different shift within the department on the next posted schedule. Prior to the reduction of hours in any department, the Employer may first ask the employees if anyone wants to voluntarily reduce their hours.

ARTICLE 7 DISCHARGE

Section 7.1 During the probationary period for a new employee, Employer may discipline or discharge the employee for any reason without regard to whether just cause exists and the employee shall not have recourse to the grievance procedure in Article 8.

Section 7.2 No employee who has completed the probationary period shall be disciplined or discharged without just cause.

Section 7.3 Employer will abide by principles of progressive discipline, **oral warning, written warning, suspension and termination**. The employee shall have the right to recourse through the grievance procedure in Article 8.

Section 7.4 Employer may bypass one or more steps of progressive discipline in cases of serious misconduct including, but not limited to:

- Dishonesty
- Incompetence
- Harassment of a member of a protected class including but not limited to racial intolerance and sexual harassment
- Drunkenness
- Reporting to work intoxicated
- Failure to notify Employer to be excused from work
- Falsification of records
- Use, possession or sale of illegal drugs including but not limited to prescription, nonprescription drugs or alcohol on the premises
- Theft on the premises
- Releasing confidential information pursuant to HIPAA
- Violating Resident's rights pursuant to Minnesota Statute 144.651 (The Bill of Rights for Residents and Residents of Health Care Facilities)
- Violence on the premises
- Gross insubordination
- Disrespectful treatment of Residents in any form or degree
- Physical or psychological abuse of residents in any form or degree
- Punching time clock card of another employee; falsifying time records.
- Use or possession of a weapon on the premises
- Abandonment of Position

Section 7.5 Written warnings, suspensions and discharges shall be in written form to the employee and copied to the Union.

Section 7.6 No prior warning notice need be given in the instance of an investigatory non-discipline "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 or pay at the end of said period of time.

Section 7.7 A disciplinary notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the notice, unless governed by the Vulnerable Adult Act.

Section 7.8 An employee may request an investigation as to **their** discharge. Appeal from discharge or suspension shall be taken up as provided for in Article 8 of the grievance procedure of this Agreement commencing at Step 2.

Section 7.9 No Employee shall be terminated when sent home by the Employer for illness, under the attendance policy (although it may be counted as an absence if the Employee requests to be sent home). The Employer retains the right to request return- to-work authorization **per Article 10, Minn. Stat. §§ 181.9445 to 181.9448.**

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1 Any dispute or controversy involving the interpretation or application of any of the terms or provisions of this Agreement shall be submitted for settlement under the grievance procedure as herein provided:

STEP 1: Any employee who believes that the Employer has violated any of the terms or conditions of this Agreement in relation to **their** employment shall be considered to have a complaint, and such employee, with or without **their** union representative, shall immediately and promptly take such complaint to the Employer. Such employees, with or without **their** union representative, and the Employer shall attempt to resolve said complaint. No complaint will be considered by the Employer unless it is brought to the attention of the supervisor or representative of the Employer within five (5) days of its alleged occurrence, except as hereinafter provided as to wages.

STEP 2: If said employee and Employer cannot resolve said complaint within such five (5) days period, the employee and/or **their** union representative shall reduce the complaint to writing which shall be considered a grievance. The grievance shall be so reduced to writing and delivered to the Administrator or designee within ten (10) days after the occurrence of the alleged violation of this Agreement to the Employer; provided, however, that complaints or grievances as to the amount of money due and payable to any employee for wages, hours worked, vacation allowances and days off may be filed and furnished to the Employer within **the allowable time period within the FLSA** after the first regular payday following the occurrence of said violation relating to such wages.

Failure to give any such notice of any grievance shall constitute a permanent waiver and bar of the grievance and the employee shall be forever foreclosed from raising any complaint, grievance or reference in regard thereto. The

representatives of the Employer or the Union shall **schedule a meeting** immediately after the submission of such grievance in writing by mutual negotiation, attempt to arrive at a satisfactory settlement thereof. After such grievance is reduced to and submitted in writing, the employee may be represented by the Business Agent of the Union or people as may be designated by the Union to represent such employee, not exceeding, however, two (2) in number. The Employer may be represented by such representative(s) as it shall select. **The Employer shall respond to the grievance, in writing, within fifteen (15) calendar days of such meeting.**

STEP 3: If the parties are unable to resolve the grievance in step 2, they may, by mutual agreement, take this matter to mediation before the Federal Mediation and Conciliation Services. The mediation shall be non-binding unless the parties, in writing, agree in advance to adhere to the decision of the mediator.

STEP 4: If steps 1 through 3 fail to settle the grievance, the parties may submit the grievance to an arbitrator for resolution. Any appeal to arbitration shall be in writing and served on the other party within twenty (20) days of a Step 2 denial, or, if mutually elected, a Step 3 mediation that fails to resolve the grievance. A representative of the Employer and a representative of the Union shall attempt to select such an arbitrator. If they cannot agree upon the arbitrator, then either the Employer or the Union may request the Federal Mediation and Conciliation Service to submit a list of five (5) names from which the arbitrator shall be selected by elimination. The arbitrator shall not add to, subtract from or ignore any provisions of the Labor Agreement in making **their** decision and such decision shall be final and binding upon the parties.

Section 8.2 The expenses and remuneration the arbitrator **and mediator** shall be borne by the parties equally as well as the cost of filing for arbitration.

Section 8.3 At any step in this grievance procedure the Executive Board 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 Board, such grievance or dispute lacks merit or lacks justification, or has been adjusted or justified to the satisfaction of the Union Executive Board.

Section 8.4 The parties may mutually agree in writing to extend any time frame as stated in this grievance procedure.

ARTICLE 9 PERSONAL LEAVE TIME

Section 9.1 Personal Leave Time (PLT) is provided to allow an employee time away from work. Personal leave time may be used for vacation, sick leave, holidays or any other purpose that the employee may desire. Personal Leave Time is fully payable upon termination.

Section 9.2 Personal Leave Time shall be computed to the following schedule beginning August 1, 2025. For the purposes of this provision, all hours compensated shall be used for the accrual rate:

0 – 1,920 hours worked	0.05392 per hour worked (approx. 112 hours/year for full-time employees)
1,921 – 7,608 hours worked	0.06546 per hour worked (approx. 136 hours/year for full-time employees)
7,609 – 13,224 hours worked	0.077 per hour worked (approx. 160 hours/year for full-time employees)
13,225 – 18,768 hours worked	0.0854 per hour worked (approx. 177 hours/year for full-time employees)
18,769+ hours worked	0.10008 per hour worked (approx. 208 hours/year for full-time employees)

Section 9.3 An employee shall be allowed to carry over any unused Personal Leave Time hours to the following year.

The Employer believes the PLT benefit should be used to take time away from work. However, there may be times when an employee accrues more than can reasonably be taken as time off. PLT accrual will be capped at 360 hours. Any PLT in excess of 360 hours will be forfeited.

- a. Employees must retain 40 hours in their PLT bank to cash out excess;
- b. Cash outs will be limited to once per quarter.
- c. PLT will not accrue on cashed out hours.
- d. All PLT cash out requests must be coded with the PLT cash out code. Regular hours, in-service hours, holidays, etc., plus PLT should not exceed 80 hours per pay period unless the PLT cash out code is used.

Section 9.4 While PLT may be taken without providing a reason, the Employer requests employees report any illnesses they experience in order for us to track and trend infections within our facility.

Section 9.5 Termination of Employment Employees who elect to resign shall receive Personal Leave Time pay in lieu of Personal Leave Time to the extent that such Personal Leave Time pay has been earned to the date of termination of employment.

Section 9.6 Scheduling Personal Leave Time The Employer shall post a year round Personal Leave Time schedule board for each unit or department. The initial PLT sign up will be by seniority from November 1st through November 30th for PLT starting January 1st of the following year. After initial sign up, employees shall be allowed to schedule Personal Leave Time periods desired, providing at least four (4) weeks' notice is given to their immediate supervisor. If more than one employee per unit or department requests the same period, seniority will prevail unless the period has been previously scheduled or approved for a less senior person. The Employer shall respond to Personal Leave Time requests within

one (1) week of written request. Employees who choose not to take all their Personal Leave Time consecutively may take sporadic Personal Leave Time. Such requests shall be subject to supervisor approval.

Section 9.7 No Personal Leave Time or leave of absence shall be scheduled during the Christmas or New Year's holiday without prior written approval of the Employer.

Section 9.8 When an employee requests Personal Leave Time for a regular scheduled weekend to work, the Employer shall make every attempt to find replacement coverage for requested time off.

If no one volunteers to work an extra weekend, or if there is no available staff for utilization, no Personal Leave Time will be granted unless the employee requesting such time off trades weekends to work with other employees.

First priority in granting Personal Leave Time on scheduled weekends to work shall be given to employees requesting a block of time versus weekends only requests.

ARTICLE 10 EMPLOYEE SICK & SAFE TIME

Earned sick and safe time (ESST) is provided to allow an employee time away from work for the reasons listed in the ESST statute including, but not limited to, when an employee is ill or injured, to care for a family member who is sick, or to seek assistance if they or their family member has experienced domestic abuse.

ESST will accrue at the rate of one (1) hour of ESST for every thirty (30) hours worked, up to a maximum of forty-eight (48) hours in a calendar year.

An employee begins to earn ESST upon hire. An employee may carry over accrued but unused ESST into the following calendar year. However, the total amount of accrued but unused ESST must not exceed eighty (80) hours at any time.

If the need for ESST is foreseeable, an employee must give their supervisor at least seven (7) days' advance written notice. If the need is not foreseeable, an employee must give their supervisor notice as soon as practicable, usually by calling in before the start of their shift. An employee is not responsible for finding a replacement for an ESST absence.

When an employee uses ESST for more than three (3) consecutive scheduled workdays, the Employer may require documentation that the time is covered by the ESST statute.

ESST is a vested benefit. Upon involuntary or voluntary termination of employment, an employee's accrued unused ESST will be cashed out.

ARTICLE 11 EXCESSIVE ABSENTEEISM

Section 11 In the event the Employer determines an Employee has a problem with excessive absenteeism, **defined as not having enough PLT to cover the absence**. The Employer may take appropriate **progressive disciplinary actions per Section 7.3**.

ARTICLE 12 LEAVES OF ABSENCE

Section 12.1 Employees shall be entitled to written leaves of absence for the following reasons:

a. FMLA

To grant family and temporary medical leave under certain circumstances according to the U.S. Department of Labor's Family and Medical Leave Act of 1993, as amended. In the event of any conflict between this contract and the applicable law, employees will be afforded all rights required by law. Employer shall allow up to 12 weeks of family and medical leave during a 12-month period to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA) and up to 26 weeks of leave in a 12-month period in compliance with the expansion of FMLA under "The Support for Injured Service members Act of 2007." The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in the Employer's FMLA policy.

- b. Parenting and Medical Leave** shall be available for an employee upon the birth or adoption of a child, or in cases where employees are incapable of working due to personal illness or injury, as certified by a licensed physician. Such absence shall be for a period of up to six (6) months, renewable upon request for a maximum of one (1) year, provided that once each month after six (6) months the employee notifies the Union and the employer in writing of **their** whereabouts and status. A Parenting Leave or Medical Leave absence will run concurrently with any FMLA leave taken. An employee must notify the employer in writing within two (2) weeks of the date on which the employee is deemed able to return to work.

- c. Worker's Compensation** shall be available for an employee in cases of compensable injury under the Worker's Compensation statutes. Employees shall be granted a leave of absence for a period of up to one (1) year. Where required, two (2) six (6) month extensions shall be granted provided the employee notifies the employer in writing that such an extension is needed. In no event shall such a compensable leave of absence exceed a total of two (2) years.

An Employee returning from Worker's Compensation leave will be placed in the same position or a position of comparable duties upon certification by a physician of recovery from illness or injury. If an employee continues to have medical restrictions at the end of the leave, the Employer will review the employee's medical condition and determine whether any work restrictions can be reasonably accommodated to allow **them** to work. If the employee is unable or chooses not to return to work at that time, the employee will be conclusively presumed to have

resigned their employment.

Employees injured on the job shall not be docked for any part of the 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.

d. **Military Leave.**

Military service by the employee in compliance with the provisions of the Veterans' Re-employment Act and leave for a covered family member's active duty or call to active duty in the Armed Forces or to care for an injured or ill service member under "The Support for Injured Service Members Act of 2007."

e. **Leave for Union Duty.**

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 the employee is elected.

f. **Personal Leave**

An employee may be granted personal unpaid leave, for reasons acceptable to the Employer, at the Employer's discretion. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence. Such leaves shall run to a maximum of three (3) months for employees.

Upon return to work from a leave of absence lasting up to three (3) months, a person will be returned to their original job and shift.

In all instances, every effort will be made to return the employee to **their** original shift, if possible, but at no time will the "return to work" disturb the operations of the **care center**.

g. **Bereavement Leave**

A leave of four (4) days shall be granted to FT employees and a leave of two days shall be granted to PT employees, in case of a death in the family (parents, parents-in-law, brothers, brothers-in-law, sisters, sisters-in-law, sons, daughters, husbands, wives, grandchildren and grandparents and significant other (significant other must be of at least one year and identified to Human Resources Director prior to request for Funeral Leave) for the purpose of attending the funeral. For compensation purposes, the last compensated day shall be that of the funeral or memorial. If such days fall on the employee's scheduled workday, such leave shall be without loss of pay.

All bereavement leave shall not affect perfect attendance.

h. **Jury Duty.** Employees shall be granted a leave of absence with pay for jury duty up to four (4) weeks in each calendar year. Pay for jury duty will be based on an

employee's regular straight time rate less the amount received for jury duty. Employees will be required to report (in person or by telephone) to the Employer when they are excused for a day or a part of a day while on jury duty. Employees shall not be required to serve a combination of work and jury duty in excess of eight (8) hours in a day. In all cases of paid jury duty leave, pay shall be owed only for regularly scheduled work hours missed due to the leave. The parameters of this section apply to petit jury duty only.

All jury duty leave shall not affect perfect attendance.

i. **Minnesota Paid Family and Medical Leave:**

1. **Effective January 1, 2026, the employer will pay 50% and the employee will pay 50% of the Family and Medical Leave premiums assessed pursuant to Minnesota State Statute Section 268B.14**
2. **The vacation time, sick time, personal holiday or other paid time off provided for in this Agreement may be taken as "supplemental benefits" who qualify for family medical benefits under Minnesota Statute Chapter 268B. The total amount of family or medical leave benefits provided under Minnesota Statute Chapter 256B, plus the "supplemental benefits" paid to the employee by the Employer, shall not exceed 100% of the regular wage or salary of the employee. Employees may not be required to exhaust accumulated PLT or other forms of personal time off before or while taking family medical leave under Minnesota Statute Chapter 268B. An employee may use PLT or other forms of paid time off or disability insurance payments in lieu of family medical leave program benefits under Chapter 256B, provided the employee is currently eligible.**

Section 12.2 Any employee who is granted a personal 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.

Section 12.3 Employees on leave of absence shall not be entitled to pay, including holiday pay, or any other benefits of this Agreement unless specifically provided for herein, or as specifically provided by the Family and Medical Leave Act of 1993, as amended.

ARTICLE 13 MISCELLANEOUS

Section 13.1 Payroll will be processed on a bi-weekly basis. The payroll cut-off period is every other with the close of the PM shift. (Note-the full night shift on Sunday of the pay period end date are considered hours worked in the next pay period.) Payday will be the Friday following the cut-off period.

Direct deposit is offered and encouraged. An employee may have **their** paycheck automatically deposited into multiple accounts. (i.e. checking, savings) and/or on a pay card. Enrollment into direct deposit is completed upon hire; however, the employee may object and must submit the reason in writing to the HR Department.

If a payday falls on a holiday, paychecks will be distributed the day before the holiday.

Payroll errors: The Employer shall correct payroll errors of **one hundred and fifty dollars (\$150.00)** or more the following business day (excluding weekend and holidays) if the error is brought to the attention of Human Resources, or designee by 2PM. Where the error is due to an Employee's failure to accurately record **their** time, the error shall be corrected in the next paycheck. The Employer will work with employees who have made an error that would cause a severe hardship. The Employer shall provide the Union with a copy of payroll error notices.

Section 13.2 If any regularly scheduled vacancy shall occur in any of the designated **facility and** departments, such vacancy shall be posted on the bulletin board for five (5) working days. The **designated** department shall fill such vacancy from employees bidding within the **designated** department in which such vacancy occurs on the basis of qualifications, ability and physical fitness. When these are relatively equal, seniority shall govern.

A. If no one in the **designated** department in which the vacancy occurs bids or if such applicant is not qualified, then the **designated** department shall fill the **vacancy in the following manner:**

- a. **From the employees applying from outside the designated department, but within the facility, on the same basis as above.**
- b. **From the employees applying from outside the designated department and facility (sister facility), but within the similar department, on the same basis as above.**
- c. **From the employees applying from outside the designated department and facility (sister facility), on the same basis as above.**
- d. **An outside candidate.**

B. 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.

Section 13.3 Employees transferred from one wage grade or department to another shall commence work in the wage grade to which they are transferred. If the wage grade to which the Employee is transferred has a higher or lower rate of pay, the employee shall receive higher or lower rate of pay. All transfers from one department or another shall be for a trial period of 3 consecutive days, at the end of which time either party has the option of transferring back to the prior department or wage grade.

Section 13.4 Representatives of the Union may visit the Employer's premises for the purpose of discussing grievances and other union matters with the employees. Such discussions shall take place at such time and place as mutually agreed to between the Employer and the Union. The parties shall cooperate in arranging such discussions so that there will be no disturbance to residents or interruptions in providing care to such residents.

Section 13.5 The Employer agrees to deduct amounts designated by employees for the UFCW Active Ballot Club (ABC) when the Employer has been furnished an individual written

authorization for making such deductions. It is agreed that the ABC authorization is to be voluntary. The Employer agrees to remit the ABC contributions to Local #1189 in the same manner as the union dues.

Section 13.6 If the State provides a cost-of-living adjustment (COLA), the parties will negotiate over wages and benefits for those monies for the period of time the COLA is to cover.

Section 13.7 The Employer shall have the right to select employees, with regard to Seniority and qualifications, to fill the new position of NAR Trainer/Mentor. These employees shall receive a differential of \$1.00 per hour while performing the duties of training NAR Orientees. The NAR Trainer/Mentor position shall be posted like all other positions and awarded by Seniority if all other qualifications are equal.

Section 13.8 Any employee who is scheduled to work and works between the hours of 2:30 pm and 10:30 pm shall receive a shift differential of \$0.75 for all hours worked between 2:30 pm and 10:30 pm. Any employee that is scheduled to work and works between the hours of 10:30 pm and 6:30 am shall receive \$2.50 for all hours worked between 10:30 pm and 6:30 am.

13.9 Technological Change: In the event technological changes or artificial intelligence are introduced in the Bargaining Unit, the Employer agrees to discuss the changes with the Union if a permanent reduction in hours or a lay-off will result from such changes.

Further, if as a result of such changes new positions are created, preference in filling such positions shall be given to members of the bargaining unit. The Employer shall first offer such positions to employees who will experience a loss of position as a result of such technological changes or artificial intelligence ("Affected Employees"), prior to posting according to Article 13, Miscellaneous. Affected Employees shall be provided with reasonable opportunities for training in order to qualify for the new or changed job resulting from technological changes or artificial intelligence.

ARTICLE 14 SEPARABILITY

Section 14.1 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 an unfair labor practice by final decision of a labor relations board of competent jurisdiction, such invalidation of 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 to appeal court or administrative decrees or decisions.

Section 14.2 In the event that any part or portion of this Agreement is declared illegal, the parties shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal.

ARTICLE 15 BENEFITS

Section 15.1 Pension

The Employer provides, at the employer expense, a 401 (a) Pension Plan for all eligible employees that is 5% of gross wages. Eligibility is defined as an employee who:

1. Has completed one year of service (defined as 1000 or more hours in calendar year);
2. Is working 1000 hours or more per year;
3. and has attained the age of 21.

The Employer Pension Plan has a vesting schedule as follows:

<u>Years of Service</u>	<u>Vesting Percentage</u>
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

The Director of Human Resources will provide the employee a pension packet approximately one (1) month prior to the employee's eligibility. The employee will be required to return your enrollment forms to the Director of Human Resources within two weeks of receiving the packet.

Section 15.2 UFCW Health and Welfare Fund

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 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 the Agreement as though fully written herein. All Employers bound hereby irrevocably designate the Employer for the purposes set forth in said Agreements and Declarations of Trust.

Effective January 1, 2025, the Employer shall pay **seven hundred ninety-five dollars (\$795) per month**, or the ARGA rate, whichever is less, per eligible employee based on previous month's hours. Effective January 1, 2026, the Employer shall pay up to **eight hundred and fifty dollars (\$850) per month**, or the ARGA rate, whichever is less, per eligible employee based on previous month's hours. Effective January 1, 2027, the Employer shall pay up to **nine hundred dollars (\$900) per month** or the ARGA rate, whichever is less, per eligible employee based on previous month's hours. **Employees wanting family coverage can opt into family coverage and pay the difference between single coverage and family coverage.** The Employer will remit the entire amount of the premium to the Northern Minnesota-Wisconsin Area Retail Clerk's Health and Welfare Fund.

- a. For those employees hired on or before December 1, 2000, the Employer agrees to pay the contribution rate for each employee regularly scheduled eighty-five (85) hours per month or more, and for those employees hired after December 1, 2000, the Employer agrees to pay the contribution rate for each employee regularly scheduled or who works one hundred twenty (120) hours per month or more.
- b. For employees hired after September 22nd, 2005 but before March 1st, 2006, the Employer agrees to pay the contribution rate for each employee regularly scheduled or who works one hundred twenty (120) hours or more over three (3) consecutive months before they become eligible for the Employer payment to the Health Insurance Fund. Once a new employee becomes eligible, they shall continue to be eligible and payment required each month they are regularly scheduled the required one hundred twenty (120) hours.
- c. For employees hired after March 1st, 2006, the Employer agrees to pay the contribution rate for each employee working sixty (60) hours per pay period (average thirty (30) hours per week) before they become eligible for the Employer payment to the Health Insurance Fund. Once a new employee becomes eligible, they shall continue to be eligible and payment is required each month they are working the required sixty (60) hours per pay period.
- d. Employees on the payroll on the first day of any month, in accordance with the following rules: (1) New employees hired shall have payment made on their behalf 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.
 - 1. The Employer shall report all newly eligible employees to the fund office along with a contribution no later than the 15th of the month preceding the effective date for benefit coverage. Employees who enter the bargaining unit to a benefit eligible position, who have been employed by the Employer in any capacity for sixty (60) days or longer, shall have payment made in the month an employee reaches sixty (60) days.
 - 2. Should the employer report and make a contribution on behalf of individuals who later terminate their employment (before the end of the month in which the report is due) the employer may take a credit on their next report due for the amount contributed on behalf of those individuals. If no credit is requested on the next report the opportunity for the credit is lost.
- e. In the event of absence of an employee from work because of injury, illness or sickness, the Employer shall continue to make the required contribution for a period of three (3) months from the date on which the employee leaves active employment due to injury, illness or sickness. 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.

- f. In the event of leave of absence or military leave, or in the event of employees who are laid 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 Employer cease pursuant to the provisions hereto, provided that such coverage may be continued only to the maximum period allowed under the rules established by the Trustees.
- g. 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.
- h. Contributions to the Trust Fund shall be due and payable ten (10) 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 thirty
 - 1. (30) days following the due date, whether willful or otherwise, shall subject the delinquent Employer to 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 primary rate of the bank with which the Fund does its business.
 - 2. 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 its payments to the Trust Fund shall make such Employer primarily liable and responsible to its employees or employees' estates for any claims for benefits accruing to such employees or employees' estates which would otherwise be due such employees or employees' estates under the administration of this Trust Fund.
 - 3. The payment of any and all claims shall not operate to relieve such Employer from its liability to make the payments due the Trust Fund, including the liquidated damage payment.
 - 4. 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 it was obligated to make during the preceding calendar year.
 - 5. Non-payment by any Employer of any contribution or other monies owed

to the Fund shall not relieve any other Employer from its obligation to make required payments to the Trust Fund.

6. 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.
7. The above paragraphs shall not be applicable when, in the judgment of the Trustees, the delinquency results from a clerical error or a bona fide difference or dispute concerning eligibility.
 - i. The Employer agrees that applicable payroll records shall be made available for audit to employees of the Health and Welfare Fund as directed by action of the Board of Trustees of the Fund.
 - j. If the Employer fails to make prompt and timely payments of 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 (and hereby agrees to pay) such employee or beneficiary or dependent for all such losses of benefits.

Section 15.3 Life Insurance

All employees who work an average of 60 or more hours per pay period on a regular basis and have completed the 60 day service requirement are eligible to participate in our employer-paid group life insurance plan.

Employees going from PT to FT can enroll the 1st of the month following the change in status as long as the 60 day service requirement has been met. Once you have completed the application, you will be enrolled on the first of the month following or coinciding with your eligibility.

Section 15.4 Voluntary Benefits and Flexible Spending Accounts

Employer offers Voluntary benefits which allow you to make most contributions with before tax dollars. To be eligible for the Flexible Spending Accounts and Voluntary Benefits, you must work 60 or more hours per pay period. Eligible employees may enroll into any one of these plans the first of the month following 60 days of hire, the first month following 60 days going from part-time to full-time, and on an annual basis.

Section 15.5 Tax Deferred Annuity

All employees are eligible to enroll into the voluntary 403 (b) tax deferred annuity plan (TDA). See the Director of Human Resources for further details.

Section 15.6 Employee Assistance Program

Duluth Health Services offers its' employees access to its' Employee Assistance Program (EAP). An EAP can support with education, dependent care and care giving, legal and financial, lifestyle and access to consult with a professional counselor.

ARTICLE 16 DRUG AND ALCOHOL POLICY

No employee shall use, sell, solicit, possess or transfer drugs or alcohol while working or while on and Employer premises (including parking lots) or Employer work sites, wherever located. No employee shall report to or be at work under the influence of drugs or alcohol, wherever such work is being performed, including off Employer property. No employee shall operate any Employer vehicle, machinery, equipment, or property at any time, or any private vehicle while used in furtherance of the Employer's business, while using or under the influence of drugs or alcohol. These rules shall not apply to the employee's possession and proper use of legal drugs prescribed for **them**. The Employer may conduct drug and alcohol testing of employees according to the provisions of the Minnesota Drug & Alcohol Testing in the Workplace Act.

All information obtained through drug and/or alcohol testing will be treated confidentially and disclosed only as allowed by Minnesota law.

ARTICLE 17 FITNESS FOR DUTY EXAMINATIONS

The Employer shall have the right, at its expense, to require an employee to undergo a physical or mental examination to determine the employee's fitness for duty. The Employer shall invoke this right only if there are reasonable grounds to question the employee's fitness for duty. The employer will request a Doctor's statement verifying fitness for duty. The examiner shall not conduct any drug or alcohol testing unless the Employer has complied with the Minnesota Drug and Alcohol Testing in the Workplace Act.

ARTICLE 18 HANDGUN AND FIREARM POLICY

No employee shall use or possess a handgun or firearm while on duty, while on Employer property, or while in an Employer vehicle. An employee may possess a handgun or firearm in Employer parking facilities and areas, but only to the extent allowed by the Minnesota Citizen's Personal Protection Act of 2003, as reenacted by the legislature in 2005.

ARTICLE 19 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, slow-down, cessation or other concerted work stoppage.

ARTICLE 20 MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the management of **the care center** 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, layoff, demote, promote, transfer, discharge or discipline for just cause;

2. Maintain discipline;
3. Assign, schedule and delegate work;
4. Determine quality and quantity of work performed;
5. Maintain and improve efficiency;
6. Require observance of Skilled Nursing Facility rules, regulations and policies;
7. Direct the work force;
8. Determine the number of hours to be worked;
9. Determine the materials, means and type of services provided;
10. Determine methods, supplies, and equipment to be utilized;
11. Determine methods of compliance with Federal and State regulations affecting Skilled Nursing Facility;
12. Discontinue jobs because of valid management and economic reasons;
13. Decide employee qualifications consistent with federal and state standards; and
14. Manage and administer Employer's operation.
15. To define and describe the work performed by a particular classification or department.
16. To determine the number of employees to be employed.
17. To determine the relative qualifications of employees.
18. To determine whether to continue or discontinue its involvement in the long-term care business (or any part of that business)

ARTICLE 21 LABOR MANAGEMENT COMMITTEE

Section 21.1 The Employer and the union agree that during the life of this agreement, individuals from both parties be designated, in writing by each party to the other for the proposed meeting "as necessary" at mutually agreeable times and places so as to apprise the other of problems, concerns, suggestions, ideas, etc. related to the care center to promote better understanding with the other.

Such meetings shall not be for the purpose of initiating or continuing collective bargaining nor in any way modify, add to, or detract from the provisions of this agreement and such meetings shall be exclusive of the grievance or arbitration provisions in this agreement as grievance shall not be considered proper subjects as such meetings.

Section 21.2 The Federal Mediation and Conciliation Services (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 22 TERMS OF AGREEMENT

This Agreement shall be in effect from and including October 1, **2024** and up to and including December 31, **2027**. This Agreement shall automatically renew from year to year thereafter unless either party gives written notices to the other of the proposed termination or modification of this Agreement at least ninety (90) days prior to December 31, **2027**, or prior to the end of any renewal year, as the case may be. Notwithstanding the foregoing, this Agreement may be reopened for negotiations by either party under the following conditions and limitations:


- The Value-Based Reimbursement (VBR), Minn. Stat. sec. 256B.441, Laws of Minnesota 2015, chapter 71, article 6, sections 9, 11-35, and 41-44, is repealed in whole or in part, or is modified, in regard to the rate-setting procedures for Care Related Costs, Other Operating Costs, and External Fixed Costs; and,
- The reopener negotiations are limited to the subjects of wages, health and welfare benefits, and health and welfare costs; and,
- The party desiring reopener negotiations gives the other party at least forty- five (45) days' written notice of the reopener negotiations; and,
- The reopener notice is given within a thirty (30) day time period beginning on the date the governor signs the repealer or modification legislation, or on the date the repealer or modification legislation becomes law without the governor's signature.

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

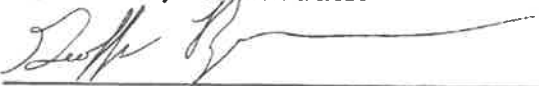
DULUTH HEALTH SERVICES

dba


Franciscan Health Center and Viewcrest Health Center


Ghet Fishel, Administrator

7-29-25
Date


Geoffrey Ryan, Regional Director (North)

7/29/2025
Date


Cami Peterson-DeVries, VP of Senior Services (SFHS)

7/30/25
Date

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL #1189


Stacy Spexet, Union Representative, UFCW

29 JUL 25
Date


James Westin, Union Representative, UFCW


7/29/25
Date


Union Steward, UFCW 1189

7/30/25
Date


Union Steward, UFCW 1189

7/30/25
Date


Union Steward, UFCW 1189

7/30/25
Date

Cooks - DHS

7/1/2025 1/1/2026 1/1/2027

Start	\$19.50	\$21.00	\$22.55
1 Year	\$19.80	\$21.32	\$23.16
2 Years	\$20.05	\$21.59	\$24.10
3 Years	\$20.60	\$22.18	\$24.82
4 Years	\$21.55	\$23.21	\$23.53
5 Years	\$22.46	\$24.18	\$23.90
6 Years	\$23.27	\$25.06	\$24.34
7 Years	\$24.03	\$25.87	\$27.38
8 Years	\$24.20	\$26.06	\$27.59
9 Years	\$24.28	\$26.15	\$27.73
10 Years	\$24.58	\$26.47	\$28.10
15 Years	\$24.96	\$26.88	\$28.79
20 Years	\$25.35	\$27.29	\$29.47
25 Years	\$25.76	\$27.74	\$29.97

Any full-time cook hired prior to July 1, 2025, will receive a \$750 one-time bonus one full pay period following ratification. Any part-time cook hired prior to July 1, 2025, will receive a \$375 one-time bonus one full pay period following ratification.

Dietary/Laundry/HSK/Activity Aides

7/1/2025 1/1/2026 1/1/2027

Start	\$17.00	\$19.00	\$20.56
1 Year	\$17.51	\$19.57	\$21.18
2 Years	\$18.28	\$20.44	\$22.11
3 Years	\$18.88	\$21.11	\$22.84
4 Years	\$19.47	\$21.77	\$23.55
5 Years	\$19.77	\$22.11	\$23.92
6 Years	\$20.14	\$22.51	\$24.36
7 Years	\$21.00	\$23.48	\$25.40
8 Years	\$21.17	\$23.67	\$25.61
9 Years	\$21.28	\$23.79	\$25.74
10 Years	\$21.59	\$24.13	\$26.11
15 Years	\$22.17	\$24.78	\$26.81
20 Years	\$22.72	\$25.40	\$27.48
25 Years	\$23.14	\$25.87	\$27.99

20 Years	\$24.55	\$27.44	\$29.69	hired before 11/30/98
25 Years	\$24.96	\$27.91	\$30.20	Hired before 11/30/98

Any full-time Dietary/Laundry/HSK/Activity Aides hired prior to July 1, 2025, will receive a \$750 one-time bonus one full pay period following ratification.

Any part-time Dietary/Laundry/HSK/Activity Aides hired prior to July 1, 2025, will receive a \$375 one-time bonus one full pay period following ratification.

Maintenance - DHS

7/1/2025 1/1/2026 1/1/2027

Start	\$17.26	\$19.02	\$20.88
1 Year	\$17.52	\$19.31	\$21.20
2 Years	\$17.78	\$19.59	\$21.51
3 Years	\$18.30	\$20.17	\$22.14
4 Years	\$19.22	\$21.18	\$23.25
5 Years	\$20.08	\$22.13	\$24.30
6 Years	\$20.85	\$22.98	\$25.23
7 Years	\$21.61	\$23.81	\$26.15
8 Years	\$21.75	\$23.96	\$26.31
9 Years	\$21.80	\$24.03	\$26.38
10 Years	\$22.10	\$24.35	\$26.74
15 Years	\$23.30	\$25.68	\$28.19
20 Years	\$23.85	\$26.29	\$28.86
25 Years	\$24.24	\$26.71	\$29.33

Any full-time Maintenance hired prior to July 1, 2025, will receive a \$750 one-time bonus one full pay period following ratification. Any part-time Maintenance hired prior to July 1, 2025, will receive a \$375 one-time bonus one full pay period following ratification.

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1/1/2025 1/1/2026 1/1/2027

Start	\$24.75	\$25.55	\$26.40
1 Year	\$24.90	\$25.71	\$26.56
2 Years	\$25.06	\$25.87	\$26.73
3 Years	\$25.21	\$26.03	\$26.89
4 Years	\$25.37	\$26.19	\$27.06
5 Years	\$25.52	\$26.35	\$27.22
6 Years	\$25.67	\$26.51	\$27.39
7 Years	\$25.83	\$26.67	\$27.55
8 Years	\$25.98	\$26.83	\$27.72
9 Years	\$26.14	\$26.99	\$27.88
10 Years	\$26.29	\$27.15	\$28.05
15 Years	\$27.07	\$27.95	\$28.87
20 Years	\$27.84	\$28.74	\$29.70
25 Years	\$28.61	\$29.54	\$30.52

Addendum A SCHEDULE OF WAGES

Designated Cooks (Head Cook) responsible for training, ordering and baking will receive a \$.50 differential for all hours.

Employees with comparable experience shall receive a starting rate of wage equal to the employee's total years of experience up to a maximum of ten (10) years.

Maintenance Employees shall be granted two hours paid time when called in. If the job they are called in to do takes less than two hours, the Employee is free to leave and will be paid for the full two hours. A twenty-dollar (\$20.00) bonus will be paid to the maintenance employee who is assigned to be on call for the weekend.

No Employee shall suffer any reduction in wages or loss in working conditions in totality as a result of this Contract.