

Chisholm Health Center

Contract

Effective
01/01/2022 – 09/30/2026



United Food and Commercial Workers Union Local 1189


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Duluth MN 55812
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Chisholm Health Center and UFCW 1189
Agreement to extend the
Collective Bargaining Agreement

Chisholm Health Center ("the Employer") and United Food & Commercial Workers Union Local #1189 ("the Union") agree to extend all terms and conditions of the parties' Collective Bargaining Agreement (CBA) in full force and effect for one (1) year. This extension shall run from the normally scheduled expiration date of 09/30/2025 through 09/30/2026 and shall remain in effect from year to year thereafter unless either party serves notice in writing upon the other party at least ninety (90) days prior to the expiration date of this extension agreement.

The parties, further, agree to implement 2.8% across the board wage increase, retroactive to January 1, 2026 for all bargaining unit members of this CBA.

Chisholm Health Center

By: 
Shane P. Roche
Its Administrator

Dated: 5-14-26

UFCW Local No. 1189

By: 
Its Union Representative

Dated: 18 May 26

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COLLECTIVE BARGAINING AGREEMENT

By and between

CHISHOLM HEALTH CENTER

d/b/a Heritage Manor

And

United Food and Commercial Workers Union

Local 1189

THIS AGREEMENT, MADE AS OF October 1st, **2022**, through September 30th, **2025**, by and between Chisholm Health Center, d/b/a Heritage Manor, 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, and members of the AFL-CIO, hereinafter referred to as the UNION.

AFFIRMATIVE ACTION PLAN

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 to all Local, State and Federal equal opportunity rules and regulations. The Union and the Employer agree that neither will discriminate against any employee on the basis of age, race, color, creed, disability, sex, national origin, status with regard to public assistance, local commission status, ancestry, sexual orientation, marital status, religion, nor Union activity or inactivity.

ARTICLE 1

RECOGNITION

- 1.1** The Employer recognizes said Union as the sole collective bargaining representative of all employees in the classifications covered by this Agreement, employed in the Chisholm, Minnesota, facility and as described in the National Labor Relations Board Certification contained in Case No. 18-RC-13296, and dated on the 24th day of September, 1982, to wit, all full-time and regular part-time Nursing Assistants registered (NAR's), housekeeping employees, laundry aides, janitors, maintenance employees, cooks, dietary aides, activity aides, unit aides, employed by the Employer at its Chisholm, Minnesota facility, excluding administrative secretaries, registered nurses, licensed practical nurses, guards and supervisors, as defined in the Act, as amended, and all other employees.
- 1.2** The Employer agrees that no agreements, written or oral, shall be made with any employee or prospective employees individually or collectively which shall be in conflict with any of the provisions of this Agreement, unless agreed to by the employee, Employer and the Union, in writing.
- 1.3** A duly authorized representative of the Union shall, after notifying and receiving the permission of the Administrator, or their designate, be admitted to the Employer's premises during the hours employees covered by this Agreement are at work, for purposes of ascertaining whether or not this Agreement is being observed. Such

Union activity shall be conducted in such a manner as not to interfere with the orderly operation of the Employer's business.

- 1.4** In the event of any sale, purchase, lease, merger, or other transaction affecting ownership of the Employer's business or ownership of the assets of the Employer's business, the Employer shall notify the Union prior to said transaction. Further, the Employer shall make known to all parties to the transaction the terms and conditions of this Agreement.

Successor Liability Clause: 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.

- 1.5** Any new department or new business operated in the geographic area of jurisdiction by the Employer shall be covered by an appropriate collective bargaining agreement negotiated between the Employer and the United Food and Commercial Workers Union, Local No. 1189.

- 1.6** This Agreement shall apply to the Employer's operations as performed on the effective date of this agreement and this contract and Union representation thereunder shall also extend to any extension, expansion, or relocation of such present operations now represented by this Local Union in the geographical area of jurisdiction that is covered under the charter of this Local Union.

- 1.7** This agreement will not cover non-certified nursing assistants or any nursing assistant who is not in good standing on the State Registry or has not completed a state approved certification program and passed the required test. The individuals' probationary period will not begin until the individual has met the above requirements.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1** Except as specifically limited by the express written provisions of this Agreement, the management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer. This provision shall include, but is not limited to:

1. the right to hire;
2. to determine the quality and quantity of work performed;
3. to determine the number of employees to be employed;
4. to lay off employees;
5. to assign and delegate work;
6. to enter into contracts for the furnishing and purchasing of supplies and services provided that bargaining unit work is not seriously altered;
7. to maintain and improve efficiency;
8. to require observance of Employer rules and regulations;
9. to discipline or discharge employees for cause;
10. to schedule work and to determine the number of hours to be worked;

11. to determine the methods and equipment to be utilized and the type of service to be provided;
12. to change, modify or discontinue existing methods of service and equipment to be used or provided.
13. to define and describe the work performed by a particular classification or department.
14. to determine the relative qualifications of employees within industry standards.
15. to determine whether to continue or discontinue its involvement in the long-term care business (or any part of that business).

ARTICLE 3
UNION SECURITY

- 3.1 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 (31st) day following the execution of this Agreement, become and remain members in good standing in the Union.
- 3.2 The Employer agrees to deduct union dues and initiation fees from the wages of the 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 year or beyond the termination date of this Agreement, whichever occurs sooner.

The deduction of Union dues shall be made on a biweekly basis, and shall be promptly forwarded to the Union monthly after such deduction is made. In the event no wages are due the employee, or if there are insufficient funds to cover the required deduction, the Employer will deduct whatever portion of the required amount that can be deducted. The Employer agrees 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 for the period 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.
- 3.3 Either party shall promptly notify the other in writing of any revocation of the aforesaid authorization.
- 3.4 If a dispute occurs between the Union and an employee over the deduction of dues or initiation fees or from any claims of an employee who was terminated for not remaining "in good standing," the Union will hold and indemnify the Employer harmless.
- 3.5 **A Union Representative or designee will be allowed to have up to fifteen (15) minutes of unpaid time with newly hired United Food and Commercial Workers employees during or at a time following their orientation.**

ARTICLE 4
CLASSIFICATION OF EMPLOYEES

- 4.1 Full-Time employees: Employees who are regularly scheduled to work at least sixty (60) hours per pay period shall be classified as Full-Time employees.
- 4.2 Part-Time Employees: Employees who are regularly scheduled to work less than sixty (60) hours per pay period shall be classified as Part-Time employees.
- 4.3 Casual/On-Call/**2nd Scheduled** Employees: A Casual/On-Call/**2nd Scheduled** employee shall be defined as any employee not normally scheduled.

ARTICLE 5
HOURS OF WORK

- 5.1 The normal hours of work shall be up to eight (8) hours per day and eighty (80) hours in each two (2) week pay period. All hours worked in excess of eight (8) hours per day or eighty (80) hours in each two (2) week work period shall be considered overtime and shall be compensated for at the rate of time and one-half (1½).
- 5.2 Work schedules for a period beginning on Sunday or Monday will be posted two (2) weeks prior to the start of the schedule. Time off and schedule requests must be turned in one (1) week prior to the posting of the schedule. When changes in the work schedules are made affecting employees who are scheduled on their day off at the time the change is made, the employee so affected shall be notified of such change at their place of residence. Extra work will also be scheduled at the time the schedule is posted; i.e., waxing and stripping floors; doing carpeting.
- 5.3 When possible, the Employer shall schedule full-time employees to provide a minimum of every other weekend (Saturday and Sunday) off. The Employer shall not schedule any full-time or part-time employee for more than three (3) consecutive weekends. In the event of problem situations where an employee must be required to fill an open shift, the Employer will use inverse seniority to require part-time employees to fill open shifts as long as this requirement does not result in overtime payments.

Employees calling in on their weekend to work will be on an automatic "on call" or be scheduled in advance to work their next weekend off for any open shift. Automatic "on call" shifts must be scheduled within one (1) year of receipt, or they are forgiven. Automatic "on call" shifts are for weekend shifts; there is no bonus pay for the shift, and must be the full shift. If an employee calls in for their auto "on call" shift, they will automatically be scheduled another auto "on call" shift.

- 5.4 The Employer agrees that split shift work will not be scheduled. Working an occasional split shift will not constitute a violation of this Agreement if agreed to by the employee.
- 5.5 An employee reporting for work at his/her regularly scheduled starting time, who has not been previously notified not to report for work, shall receive a minimum of two (2)

hours' work that day or two hours' straight-time pay in lieu thereof. Employees who are called in to work on their scheduled day off shall receive a minimum of four (4) hours' work that day, or four (4) hours' straight-time pay in lieu thereof.

- 5.6** Maintenance employees will receive a fifty dollar (\$50.00) bonus plus actual time worked when called to the employer's premises.
- 5.7** Rest Periods: Employees working a shift of not less than six and one-half (6½) hours will be entitled to two (2) fifteen (15) minute paid rest periods. Employees working a shift of less than six and one-half (6½) hours will be entitled to one (1) fifteen (15) minute paid rest period. Rest periods shall be scheduled by the Employer so as not to interfere with the operation of the Employer's business.
- 5.8** Employees as an entire department, (NAR, Maintenance, Laundry, Dietary, Housekeeping or Activities) can forge the thirty (30) minute unpaid lunch period and work straight through the entire shift.
- 5.9** All employees who are required to attend in-service meetings at times when they are not scheduled to work shall receive pay at their regular rate of pay, and any such hours so spent shall be included in their total hours worked for the purpose of computing overtime.
- 5.10** Additional available hours of work shall first be offered on the basis of seniority to employees who are scheduled to work less than eighty (80) hours in a two (2) week pay period, who have signed up for extra hours on the department voluntary sign-up sheet. If overtime is required, the most senior employee on the department voluntary sign-up sheet shall receive the hours. In all cases the employee must be qualified to perform the available work. Management reserves the right to assign open shifts, which occur as a result of unexpected reasons, for example: sudden leave of absence, quit without notice, or injured, unable to work at any time. The employee assigned shall be notified twenty-four (24) hours in advance of the assigned shift. The assignment of shifts shall apply to all regularly scheduled employees working seventy-two (72) hours or less per pay period.
- 5.11** Call-In Bonus: Full-time and regular part-time employees called in to work on their scheduled day off shall be paid forty dollars (\$40.00) in addition to their pay for that day. Chisholm Health Center agrees to forty (\$40.00) dollars for any employee who doubles out exclusive of those employees who voluntarily agree to the shift on a sign-up sheet in advance. In order to receive "call-in" bonus pay, the employee must work four (4) or more hours of the shift.
- 5.12** When a shift opening occurs due to a call-in in any department, using the seniority list, the open shift shall be offered to the most senior person scheduled less than eighty (80) hours and continue through the seniority list before calling an on-call person to fill the shift. The shift need not be offered to the most senior person scheduled less than eighty (80) hours if in so doing it creates an overtime situation.

ARTICLE 6
HOLIDAYS

- 6.1** Each full-time employee will be granted the following seven (7) holidays with pay: New Year's Day; Easter Sunday; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day.
- 6.2** Full-time employees who do not work on the holiday shall receive holiday pay.
- Part-time regular employees, on-call or probationary employees that work on a holiday shall be paid double time (2X) for all hours worked on the holiday.
- Full-time employees that work on the holiday shall receive time and one-half (1½) for all hours worked on the holiday, plus holiday pay.
- 6.3** It is agreed that holidays will run for a twenty-four (24) hour period beginning at 10:30 p.m. the evening before the holiday, and ending at 10:30 p.m. on the day of the holiday. For the Christmas and New Year's holiday, the afternoon shift on December 24th and 31st will be the first shift of the holiday for the purpose of holiday pay.
- 6.4** In order to be eligible for a paid holiday, employees must work both their last scheduled work day before the holiday, and their first scheduled work day after the holiday, unless such absence is sickness excused by the employee's physician.
- 6.5** Holiday pay shall be calculated on the basis of the number of hours for which an employee is normally scheduled to work.
- 6.6** When a holiday falls on a full-time employee's day off, the employee shall receive straight-time pay for the number of hours normally scheduled.
- 6.7** All departments will follow the normal working schedule regarding holidays. Employees may opt to seek voluntary exchanges in advance. Such exchanges will not make the Employer liable for more holiday pay than would a normal working schedule. If the schedule is made two (2) weeks in advance, with the Employer's approval, employees will not lose their holiday pay.

ARTICLE 7
PERSONAL LEAVE TIME

Personal leave time is provided to allow an employee time away from work. Personal leave time may be used for vacations, sick time, personal holidays or any other purpose that the employee may desire.

PLT will be accrued upon hire. Any accrued or unused PLT will be paid to a departing employee regardless of the reason for separation. (i.e. regardless if the separation is voluntary or involuntary/for cause.)

Employees shall receive PLT pay based upon their current straight time rate of pay, excluding shift differential.

Employees shall be allowed to carry over any unused PLT hours to the following year.

7.1 PLT Formula

Personal Leave Time (PLT) is accumulated according to an employee's date of hire anniversary by the formula below.

.040 hours per each hour paid Start

.060 hours per each hour paid 1 Year

.085 hours per each hour paid 2 Years

.090 hours per each hour paid 3 Years

.095 hours per each hour paid 4 Years

.10 hours per each hour paid 5 Years

.11 hours per each hour paid 10 Years

.12 hours per each hour paid 13 Years

.125 hours per each hour paid 15 Years

.13 hours per each hour paid 20 Years

7.2 To accommodate our infection control policies, an employee or supervisor must, on the approved form, document whether the PLT is taken for illness.

7.3 Vacation and personal holiday benefits/hours earned under former provisions will be converted to PLT hours. Sick Leave earned hours will be placed in a Sick Leave Bank and must be used prior to PLT when PLT is taken for illness.

Sick Leave benefits, that current employees have earned before October 1, 2013, shall be payable only in cases of illness or injury of the employee or the employee's dependents. Employees shall not be eligible for sick leave benefits for illness or injury covered under the Minnesota Workers Compensation Act.

7.4 Personal leave time shall be scheduled throughout the year in order to staff each department and meet the needs of the residents. Since replacements must be found for individuals on personal leave time management reserves the right to allocate PLT in such a way that not too many individuals are gone at one time. PLT used for periods of:

1.) An employee requesting PLT with less than forty eight (48) hours' notice must find their own replacement.

2.) Less than three (3) consecutive days requires forty-eight (48) hours prior notice;

- 3.) Between three (3) and five (5) consecutive days requires seven (7) days prior notice;
- 4.) One (1) or more calendar week(s) requires thirty (30) days prior notice and must be approved by the supervisor.
- 5.) For purposes of this article, consecutive days shall be considered consecutive calendar days.

7.5 The employer has an established PLT thirty (30) day sign up period at the end of each calendar year.

Seniority shall govern for any PLT signed up for during the sign-up period. All other PLT requested will be on a first-come basis.

All Union Stewards will be given a copy of the confirmed PLT schedule upon completion of the PLT sign-up period.

7.6 PLT balances will be on the employee's check stub.

7.7 PLT may accumulate up to a maximum of 600 hours.

7.8 In the event of an extended illness, employees may retain up to 80 hours of PLT in their PLT bank.

7.9 Employees can cash out PLT under limited terms. Full-time employees may cash out any PLT accrued in excess of 80 hours at 100%. Part-time employees may cash out any PLT accrued in excess of 40 hours at 100%. Requests for PLT cash out shall be submitted to the HR Director using the designated form. PLT cash out will occur simultaneously with a normal pay period and never as a separate check issuance.

7.10 Employees utilizing PLT benefits shall receive PLT based upon their current straight time rate of pay, excluding shift differential. The employee must request use of PLT benefits using system in place at the end of the biweekly pay period for which pay is requested.

ARTICLE 8 **SENIORITY**

8.1 All employees covered by the terms of this contract shall have seniority by department, as herein provided, from employee's original date of hire as posted on the seniority list, unless such seniority is broken for reasons specified herein.

8.2 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 hereunder.

Employees must complete their probationary period before they can transfer to other departments via facility postings. At that time, they may exercise their seniority as outlined in subsection 8.4.

- 8.3** Seniority shall apply to layoffs, reduction in hours, overtime hours, rehiring, and vacancy postings. Seniority shall be first by departments, as defined herein, then to be supplemented by unit-wide seniority. In order to exercise their seniority, the senior employee must be qualified or be able to be qualified within one (1) two-week pay period to perform the available work.
- 8.4** Seniority listing, by department, of all employees, shall be posted in a conspicuous place. Every three (3) months the seniority list shall be brought up to date and a copy of same will be sent to the Union office.
- 8.5** Posting Vacancies: If any vacancy which the employer wishes to fill shall occur in any of the designated classifications within the department, such vacancy shall be posted on the bulletin board for eight (8) calendar days. The Employer shall fill such vacancy from employees bidding within the department in which such vacancy occurs. When qualifications are relatively equal, seniority shall govern. The Employer will notify all employees that have bid for a posted job of the Employer's decision following the eight-day posting period and not before.

If no one in the department in which the vacancy occurs bids, or if such applicant is not qualified, then the employer shall fill the vacancy from the employees applying from outside the department on the same basis as above. The successful bidder shall have a thirty (30) calendar day trial period in which to demonstrate their ability to perform the job. If during such period the Employer considers the employee unqualified, the employee shall be returned to their former position and rate of pay without loss of seniority rights. If an employee transfers to another department, they lose their previous department seniority after thirty-one (31) calendar days in the new department. The Employer during such thirty-eight (38) posting and trial period may temporarily assign any employee to such vacancy. Any employee that successfully bids for a temporary posted position will maintain their department seniority in their previously department.

- 8.6** An employee's seniority for any purpose shall be broken and terminated by:
- a. Voluntarily quitting employment
 - b. Discharge for cause.
 - c. Failing within one (1) calendar week to report for work after layoff upon receipt of notice by registered mail.
 - d. Employment by any other employer during a leave of absence.
 - e. Layoff which continues for more than one (1) year.
- 8.7** Any leave of absence of ninety (90) days or less, which is involuntary for reasons of illness or injury, including pregnancy, will not result in a loss of seniority or benefits.

- 8.8 Bargaining Unit employees who elect to leave the Bargaining Unit to work as an employee with "In House Pool" status will have their seniority frozen in the Bargaining Unit at the time of transition. No seniority shall accrue during their Pool status.
- 8.9 For purposes of seniority, the departments shall be as follows:
- a. Laundry
 - b. Housekeeping
 - c. Nursing Service
 - d. Food Service
 - e. Social Activities
 - f. Maintenance

ARTICLE 9
TERMINATION OF EMPLOYMENT

- 9.1 Employees covered by this contract electing to resign or quit their employment will give the Employer two (2) weeks written notice of termination.
- 9.2 No employee shall be discharged or suspended without just cause. The term "just cause" shall include but not be limited to:
- Dishonesty.
 - Incompetence
 - Racial intolerance.
 - Drunkenness.
 - Drinking on the job.
 - Reporting to work intoxicated.
 - Failure to notify the Employer to be excused from work.
 - Illegal use of drugs.
 - Falsification of records.
 - Theft on the premises.
 - Violating patients' rights pursuant to Minnesota Statutes Section 144.651 (The Bill of Rights for Patients and Residents of Health Care Facilities).
 - Violence on the premises.
 - Gross insubordination.
- 9.3 Progressive discipline guidelines for determination of appropriate disciplinary action, depending upon the facts of misconduct, shall include:
- | | |
|--------|---|
| Step 1 | Verbal warning. |
| Step 2 | Written warning. |
| Step 3 | Suspension of one or more days with or without pay. |
| Step 4 | Termination. |

The Home shall furnish the employee and the Union with a copy of all disciplinary actions.

- 9.4 Any employee may request an investigation as to his or her discharge or suspension, and may file a grievance and have it processed under the grievance procedure contained in Article 9 of this Agreement.
- 9.5 With the exception of disciplinary action involving abuse or neglect of a vulnerable adult, disciplinary action more than two (2) years old may not be used for future disciplinary actions.

ARTICLE 10
GRIEVANCE PROCEDURE

- 10.1 Any dispute or controversy involving the interpretation or application of any of the terms of 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 contract in relation to his/her employment shall be considered to have a complaint and such employee shall immediately and promptly take such complaint to the immediate supervisor. Such employee and the supervisor shall attempt to resolve said complaint. No complaint will be considered by any supervisor or representative of the Employer unless it is brought to the attention of the supervisor or representative of the employer within ten (10) days of its alleged occurrence, except as hereinafter provided as to wages.

Step 2. If said employee and supervisor cannot resolve said complaint within such ten (10) day period, the employee shall reduce the complaint to writing, which shall be considered a grievance. The grievance shall be so reduced to writing and submitted within ten (10) days after the occurrence of the alleged violation of this contract to the Employer; provided, however, that complaints or grievances as to the amount of money due and payable to any employee for wages of hours worked may be filed and furnished to the Employer within ten (10) days after the first regular payday following the occurrence of such alleged violation relating to such wages or hours. After such grievance is reduced to and submitted in writing, the employee may be represented by the business agent of the Union or such other persons as may be designated by the Union to represent such employee, not exceeding, however, three (3) in number. 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 or grievance in regard thereto. The representatives of the Employer and the Union shall immediately after the submission of such grievance in writing, by mutual negotiation, attempt to arrive at a satisfactory settlement thereof.

Step 3. If such grievance cannot be settled promptly between the parties within ten (10) calendar days after the delivery of written notice of the grievance, the matter may be submitted to an arbitrator by either party. Any demand for arbitration shall be in writing and must be received by the other party within twenty (20) calendar days after the delivery of the written grievance. The Employer and the Union shall attempt to agree on a neutral arbitrator, who shall hear and determine the dispute. 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 authority of the arbitrator shall be limited to making an award relating to the interpretation of, or adherence to, the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance, and the arbitrator shall have no authority to decide any other issues. The decision or award of said arbitrator shall be final and binding upon the parties.

- 10.2** The fees and expenses of the arbitrator shall be borne by the parties equally.
- 10.3** The time limitations set forth herein, relating to the time for demanding arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited, and shall not be submitted to arbitration. The time limitations provided herein may be extended upon mutual written agreement of the parties.
- 10.4** 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, slowdown, sit-down or stoppage of work brought about either by action of the Union and 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.
- 10.5** 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 under the terms of this Agreement to the satisfaction of the Union Executive Board.

ARTICLE 11

EMPLOYEE BENEFITS

- 11.1** Group Comprehensive Medical Plan
- To be eligible to participate, an employee must regularly work 30 hours or more per week
 - The employer will offer a high deductible health plan (HDHP). As of **10/01/19**, the single deductible is \$3,000. See benefit summary for plan details.
 - The employer's contribution will be equal to 100% of the elected single HDHP's monthly premium rate.
- 11.2** Group Health Savings Account (H.S.A.)
- To be eligible to participate, an employee must:
 - Regularly work 30 hours or more per week;
 - be enrolled into at least a single coverage plan under the employer's HDHP health plan;

- not be claimed as another person's tax dependent;
 - not be entitled to Medicare benefits;
 - have coverage under a health plan that qualifies as a HDHP; or is other insurance permitted by law (the Code or IRS regulations) if the health coverage is not under the employer's HDHP;
 - if married, have a spouse that does not have any non-HDHP family coverage.
- The employer will contribute the monthly amount as determined in St. Francis Health Services' group H.S.A. Plan to an eligible participant who is actively employed for that full month. As of **10/01/19**, one hundred fifty (\$150) per month will be contributed.

11.3 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) months 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 thereof, provided that such coverage may be continued only to the maximum period allowed under the rules established by the Trustees.

11.4 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.

11.5 Life Insurance

The Employer offers an employer-paid group life insurance to all employees who work an average of sixty (60) or more hours per pay period. To be eligible for life insurance, you must work sixty (60) or more hours per pay period and not be a seasonal employee. Eligible employees may enroll the first (1st) of the month following sixty (60) days going from part time to full time and on an annual basis.

11.6 Pension Plan

Chisholm Health Center provides at the Employer's expense, a 401 (a) Pension Plan for all eligible employees. Eligibility is defined as an employee who:

Completes one (1) year of service and has met 1,000 hours in the first year of employment;

Met 1,000 hours or more per calendar year and

Has attained the age of 21

The Vesting Schedule is 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%

Employees shall use their accumulative years of service to count towards vesting purposes.

The Employer agrees to contribute to the plan five percent (5%) of the employee's gross wages.

11.7 Voluntary Benefits and Flexible Spending Accounts

Employer offers a Voluntary Benefits program which allows you to make the most contributions with before-tax dollars. We also offer flexible spending accounts that will enable you to pay for eligible medical and dependent care expenses with pre-tax dollars.

To be eligible for the Flexible Spending Accounts and Voluntary Benefits, you must work 60 or more hours a pay period and not be a seasonal employee. Eligible employees may enroll into any one of these plans the first of the month following 60 days of hire, the first of the month following 60 days from going from part-time to full-time, and on an annual basis.

ARTICLE 12
SICK LEAVE

12.1 This article (Sick Leave) is for employees hired prior to October 1, 2013.

12.2 Each sick leave day shall be equal to the number of hours that represents one (1) regularly scheduled day at the time the employee takes sick leave.

12.3 Sick pay shall be based on the regular rate of pay of the employee's position at the time of illness. Sick pay will be paid for the first day of any period of illness. When an employee has been absent from work because of illness for three (3) consecutive days or more, the employee must furnish a doctor's certificate upon return to work.

In order to receive sick leave benefits, an employee claiming same may be required to furnish a doctor's certificate attesting to his or her illness for the specific time claimed.

12.4 In order to qualify for benefits, an employee's immediate supervisor must be notified on the first day of illness.

- 12.5** The Employer may require a doctor's certificate if the Employer suspects abuse. The Employer will notify the employee with the suspicion at the time the certificate is required.
- 12.6** The Employer has the right to have an employee see a physician of the Employer's choice and at the Employer's expense to verify excessive absences from work due to illness.
- 12.7** Sick Leave Incentive Bonus Program: Employees will be paid for all unused accumulated sick leaves at the time of termination, quit, or retirement.
- 12.8** Employees injured on the job shall not be docked for any part of the day in which the injury occurs, providing a call is made to the Employer 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.

ARTICLE 13
LEAVES OF ABSENCE

- 13.1** The granting of any leave of absence will be discretionary with the Employer, except as provided in this Article. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.
- 13.2** Illness or Injury: Upon written request, employees shall be entitled to a leave of absence for illness or injury of the employee (including pregnancy), and compensable injury, which requires absence from work. Such leave shall be for a period of up to one (1) year from the date of illness/injury or until the employee is released by the physician, whichever occurs first. Once each month during said leave, the employee must notify the Union and the Employer of his/her whereabouts and status. The Employer may, at reasonable times during the leave of absence, require a certification from the employee's physician on any matter pertaining to the employee's physical condition as it relates to work or availability to return to work.
- 13.3** Employees on a medical or compensable leave of absence must advise the Employer, in writing, at least two (2) weeks prior to their intended return to work. Return from medical or compensable leave of absence will be handled as follows:
- a) When an employee has been on a medical or compensable leave of absence which is less than six (6) months, he/she shall be returned to the job previously held with respect to work and rate of pay.
 - b) When an employee has been on a medical or compensable leave of absence which is more than six (6) months, the Employer will try to reinstate the employee in the job previously held. If the Employer determines this is not possible, it will try to place the employee in a comparable job or which the employee is qualified. If the Employer determines that this is not possible, the employee will be given first preference in hiring for job openings for which the employee is qualified.

- c) If an employee is on a medical or compensable leave of absence for more than six (6) months, the employee loses their seniority and right to be reinstated.
- 13.4** There shall be no loss of benefits or seniority while on a leave of absence lasting no longer than three (3) months; however, said employee shall not lose reinstatement rights, per Section 12.3
- 13.5** Military Leave: The Employer shall grant leaves of absence for military service by employees in compliance with the provisions of the applicable federal law, including the Veterans' Re-employment Act.
- 13.6** Parental Leave: The Employer agrees to grant an unpaid leave of absence for up to six (6) month to employees for absence because of a sick child, spouse, or parent and adoption. In order to be eligible for this leave, employees must have been employed at least six (6) months. In a non-emergency situation, employee will provide the Employer with a two-week notice of their intent to start the "parental Leave." The employee must notify their Employer that they are returning to work and the employee will be put on the next posted schedule. Employees returning to work will be re-employed to the same position, schedule and pay without loss of seniority.
- Employees on a Parental Leave shall be allowed to continue their health and welfare at their own expense.
- 13.7** Chisholm Health Care Center is a covered employer under the Family and Medical Leave Act (FMLA) as administered by the US Department of Labor. General information can be obtained from the FMLA poster and specific company policy in the HR Department. This provision shall not be subject to the grievance and arbitration procedures contained in this Agreement. Appeal procedures and penalties are spelled out in the Family and Medical Leave Act Statutes.
- 13.8** The Employer may grant a leave of absence for any reason deemed acceptable. The Employer will use reasonable and fair judgment in determining whether or not an employee is granted a leave of absence. Personal leaves shall run a maximum of thirty (30) days. The employee shall be returned to the job previously held. The Employer will continue to pay for health insurance during the thirty (30) day personal leave. During an unpaid personal leave, the employee shall not accrue vacation credits and shall not be paid for any holidays which fall within the unpaid personal leave.

ARTICLE 14 **BEREAVEMENT LEAVE**

- 14.1** All employees shall be entitled to five (5) days' bereavement leave following the death of a father, step-father, mother, step-mother, spouse, significant other, child, step-child, legal guardian and any relative residing with the employee or with whom the employee resides. All employees shall be entitled to three (3) days' bereavement leave upon the death of the following relatives who do not reside with the employee: father-in-law, mother-in-law, grandparent, great-grand parent, grandchild, brother, sister, brother-in-law, or sister-in-law, son-in-law and daughter-in-law. All employees

shall be entitled to one (1) day bereavement leave following the death of any relative who does not reside with the employee.

- 14.2** The five (5) day or three (3) day bereavement leave shall be scheduled as consecutive days and one day of leave shall be the day of the funeral/**event (if no funeral)**. Employees shall be paid only for regularly scheduled work days within the five (5) day or three (3) day bereavement leave. Employees may request and will be granted additional time off. Employees can take this time off without pay or utilize unused sick leave, personal holidays, or vacation days on a daily basis to receive pay for the additional time off. The 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 here will be granted. Significant Other must be designated prior with Human Resources in order to meet or qualify for Bereavement Leave.

In the event the death and funeral occur out of state, or out of the country, and the employee is unable to attend the funeral, the employee will be given two (2) days for grieving those individuals that would have been given five (5) days bereavement; and one (1) day for grieving for those individuals that would have been given three (3) days bereavement, if you were able to attend the funeral.

ARTICLE 15 **JURY DUTY**

- 15.1** 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, 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.

ARTICLE 16 **WAGES**

- 16.1** Wage Rate: Attached to, and made a part of this contract, Wage Rates appear as Appendix "A." The wages found therein shall constitute the minimum scale of wages to be paid to employees working the classifications covered by this Agreement.
- 16.2** Shift Differential: Any employee working night shift shall receive a fifty (\$.50) cent per hour shift differential in addition to their hourly wage rate.
- 16.3** The payroll records of an employee shall be open to inspection by the affected employee at such reasonable times as will enable the parties to determine whether or not the provisions of this Agreement are being complied with.

- 16.4** If it is found that an employee was shorted on his/her check, the Employer will provide the employee with a check for the correct amount (difference) as soon as possible.
- 16.5** It is recommended that all employees utilize direct deposit at a bank or financial institution of the employee's choice. Employees agree to provide all necessary documentation to accomplish such direct deposit. If an employee declines to utilize direct deposit and requests a payroll check, Chisholm Health Center cannot assure the check will arrive by the actual payroll date.
- 16.6** Employees who are asked or instructed to work in a higher-rated classification shall receive such higher rate during the time actually spent in such higher-rated job.
- 16.7** Activity Aides, who are Certified Nursing Assistants, will be paid at the Nursing Assistant rate for days in which they assist residents in outings requiring use of a bus.
- 16.8** Certified Nursing Assistants shall receive the rate of pay for Certified Nursing Assistants while working in a department with a lesser pay rate on a temporary basis, such as Sick Leave, Call-in or FMLA.
- 16.9** All employees who work the COVID unit will receive standard pay for hours worked on the COVID unit. Overtime pay based on contract will still apply.

ARTICLE 17
LABOR-MANAGEMENT COMMITTEE

- 17.1** The Employer has agreed to establish a labor-management committee that will meet on a quarterly basis, or as necessary, to discuss problems and concerns relative to Chisholm Health Center and their employees. Due to the changing membership of the Labor Management Committee, either party may request annually formal training through the Federal Mediation and Conciliation Services.

ARTICLE 18
MISCELLANEOUS

- 18.1** The Employer shall provide a bulletin board on which the Union may post notices pertaining to Union business.
- 18.2** The Union agrees to keep the Employer advised in a timely fashion of the identity of all employees serving in the capacity of Union Steward.
- 18.3** Social Security payments on behalf of the employees covered by this Agreement will be maintained for the duration of this Agreement
- 18.4** Employees will be trained on proper infection control practices to minimize exposure to illness from residents with contagious condition.
- 18.5** Active Ballot Club Checkoff. The Company agrees to deduct amounts designated by Employees for the UFCW Active Ballot Club (ABC) when the Company has been furnished an individual written authorization for making such deductions. It is agreed

that the ABC authorization is to be voluntary. The Company agrees to remit the ABC contributions to Local 1189 in the same manner as the Union dues.

ARTICLE 19
NO STRIKE – NO LOCKOUT

- 19.1** 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 stoppage.

ARTICLE 20
SEPARABILITY

- 20.1** Should any part hereof or any provisions herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction or an unfair labor practice by final decisions of a labor relations board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate any of the remaining portions hereto.

Nothing herein shall be construed to replace or abridge the right of either party to appeal to court of administrative decrees or decisions.

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 purposes of arriving at a mutually satisfactory replacement for such part or portion declared illegal.

ARTICLE 21
DRUG AND ALCOHOL POLICY

- 21.1** No employee shall use, sell, solicit, possess, or transfer drugs or alcohol while working or while on the 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 him or her. The Employer may conduct drug and alcohol testing of employees according to the provisions of the Minnesota Drug & Alcohol Testing in the Workplace Act.

Confidentiality

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

- 21.2** 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.

21.3 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 re-enacted by the legislature in 2005.

TERM OF AGREEMENT

22.1 This agreement shall be effective as of October 1st, 2022 through September 30th, 2025, and shall continue in full force and effect from year to year thereafter, unless either party provides written notice to the other of the proposed termination or modification of this Agreement at least ninety (90) days prior to the expiration of this Agreement. Notwithstanding the forgoing, either party with ninety (90) days written notice to the other party, and in the event the Value-based Reimbursement (VBR), MN statutes, section 256B.441, Law of Minnesota 2015, chapter 71, article 6, sections 9, 11-35, and 41-44, is repealed or modified in regard to the rate setting procedures for Care Related Costs, Other Operating Costs and External Fixed Costs, this agreement may be re-opened for purposes of bargaining for modifications of the Wages and Health and Welfare benefits. Such reopener shall be contingent upon the event the Value-based Reimbursement (VBR), MN statutes, section 256B.441, Laws of Minnesota 2015, chapter 71, article 6, sections 9, 11-35, and 41-44, is repealed or modified in regard to the rate setting procedures for Care Related Costs, Other Operating Costs and External Fixed Costs.

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

CHISHOLM HEALTH CENTER d/b/a Heritage Manor Health Center

By <u>Cami Peterson DeVries</u>	Date <u>12/28/22</u>
<i>Cami Peterson-DeVries</i> , VP Senior Services	
By <u>Geoffrey Ryan</u>	Date <u>12/27/2022</u>
Geoffrey Ryan, Regional Director – North	
By <u>Stacy Bernard</u>	Date <u>12-21-22</u>
Stacy Bernard, Administrator (Acting)	

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189

By <u>Adam Evenstad</u>	Date <u>12/21/22</u>
Adam Evenstad, Union Representative	

APPENDIX "A"
WAGE SCHEDULE

Hired Before 1-01-2023

Activities, Dietary Aide, Laundry, & Housekeeping	Effective:	Effective:	Effective:
	10/1/2022	1/1/2024	1/1/2025
START	\$14.00	\$15.00	\$16.00
1 Year	\$14.43	\$15.43	\$16.43
2 Years	\$14.95	\$15.95	\$16.95
3 Years	\$15.17	\$16.17	\$17.17
4 Years	\$15.48	\$16.48	\$17.48
5 Years	\$15.85	\$16.85	\$17.85
6 Years	\$16.19	\$17.19	\$18.19
7 Years	\$16.56	\$17.56	\$18.56
8 Years	\$16.90	\$17.90	\$18.90
9 Years	\$17.23	\$18.23	\$19.23
10 Years	\$17.60	\$18.60	\$19.60
11 Years	\$17.97	\$18.97	\$19.97
12 Years	\$18.33	\$19.33	\$20.33
13 Years	\$18.71	\$19.71	\$20.71
14 Years	\$19.09	\$20.09	\$21.09
20 Years	\$19.46	\$20.46	\$21.46
30 Years	\$19.83	\$20.83	\$21.83

Hired After 1-01-2023

Activities, Dietary Aide, Laundry, & Housekeeping	Effective:	Effective:	Effective:
	1/1/2023	1/1/2024	1/1/2025
START	\$14.00	\$15.00	\$16.00
1 Year	\$14.25	\$15.25	\$16.25
2 Years	\$14.50	\$15.50	\$16.50
3 Years	\$14.75	\$15.75	\$16.75
4 Years	\$15.00	\$16.00	\$17.00
5 Years	\$15.25	\$16.25	\$17.25
6 Years	\$15.50	\$16.50	\$17.50
7 Years	\$15.75	\$16.75	\$17.75
8 Years	\$16.00	\$17.00	\$18.00
9 Years	\$16.25	\$17.25	\$18.25
10 Years	\$16.50	\$17.50	\$18.50

Hired Before 1-01-2023

Cooks	Effective: 10/1/2022	Effective: 1/1/2024	Effective: 1/1/2025
START	\$17.50	\$17.75	\$18.00
1 Year	\$17.87	\$18.12	\$18.37
2 Years	\$18.42	\$18.67	\$18.92
3 Years	\$18.64	\$18.89	\$19.14
4 Years	\$18.98	\$19.23	\$19.48
5 Years	\$19.36	\$19.61	\$19.86
6 Years	\$19.70	\$19.95	\$20.20
7 Years	\$20.04	\$20.29	\$20.54
8 Years	\$20.42	\$20.67	\$20.92
9 Years	\$20.76	\$21.01	\$21.26
10 Years	\$21.22	\$21.47	\$21.72
11 Years	\$21.52	\$21.77	\$22.02
12 Years	\$21.90	\$22.15	\$22.40
13 Years	\$22.29	\$22.54	\$22.79
14 Years	\$22.67	\$22.92	\$23.17
20 Years	\$23.06	\$23.31	\$23.56
30 Years	\$23.23	\$23.48	\$23.73

Hired After 1-01-2023

Cooks	Effective: 1/1/2023	Effective: 1/1/2024	Effective: 1/1/2025
START	\$17.50	\$17.75	\$18.00
1 Year	\$17.75	\$18.00	\$18.25
2 Years	\$18.00	\$18.25	\$18.50
3 Years	\$18.25	\$18.50	\$18.75
4 Years	\$18.50	\$18.75	\$19.00
5 Years	\$18.75	\$19.00	\$19.25
6 Years	\$19.00	\$19.25	\$19.50
7 Years	\$19.25	\$19.50	\$19.75
8 Years	\$19.50	\$19.75	\$20.00
9 Years	\$19.75	\$20.00	\$20.25
10 Years	\$20.00	\$20.25	\$20.50

Hired Before 1-01-2023

Maintenance	Effective: 10/1/2022	Effective: 1/1/2024	Effective: 1/1/2025
START	\$15.00	\$16.00	\$17.00
1 Year	\$15.45	\$16.45	\$17.45
2 Years	\$15.97	\$16.97	\$17.97
3 Years	\$16.19	\$17.19	\$18.19
4 Years	\$16.52	\$17.52	\$18.52
5 Years	\$16.90	\$17.90	\$18.90
6 Years	\$17.24	\$18.24	\$19.24
7 Years	\$17.62	\$18.62	\$19.62
8 Years	\$17.97	\$18.97	\$19.97
9 Years	\$18.31	\$19.31	\$20.31
10 Years	\$18.68	\$19.68	\$20.68
11 Years	\$19.07	\$20.07	\$21.07
12 Years	\$19.45	\$20.45	\$21.45
13 Years	\$19.82	\$20.82	\$21.82
14 Years	\$20.21	\$21.21	\$22.21
20 Years	\$20.59	\$21.59	\$22.59
30 Years	\$20.98	\$21.98	\$22.98

Hired After 1-01-2023

Maintenance	Effective: 1/1/2023	Effective: 1/1/2024	Effective: 1/1/2025
START	\$15.00	\$16.00	\$17.00
1 Year	\$15.25	\$16.25	\$17.25
2 Years	\$15.50	\$16.50	\$17.50
3 Years	\$15.75	\$16.75	\$17.75
4 Years	\$16.00	\$17.00	\$18.00
5 Years	\$16.25	\$17.25	\$18.25
6 Years	\$16.50	\$17.50	\$18.50
7 Years	\$16.75	\$17.75	\$18.75
8 Years	\$17.00	\$18.00	\$19.00
9 Years	\$17.25	\$18.25	\$19.25
10 Years	\$17.50	\$18.50	\$19.50

Hired Before 1-01-2023

	Effective: 10/1/2022	Effective: 1/1/2024	Effective: 1/1/2025
Nursing Assistants & Restorative Aides			
START	\$18.00	\$19.00	\$20.00
1 Year	\$18.28	\$19.28	\$20.28
2 Years	\$18.51	\$19.51	\$20.51
3 Years	\$18.77	\$19.77	\$20.77
4 Years	\$19.18	\$20.18	\$21.18
5 Years	\$19.65	\$20.65	\$21.65
6 Years	\$20.06	\$21.06	\$22.06
7 Years	\$20.48	\$21.48	\$22.48
8 Years	\$20.97	\$21.97	\$22.97
9 Years	\$21.37	\$22.37	\$23.37
10 Years	\$21.92	\$22.92	\$23.92
11 Years	\$22.31	\$23.31	\$24.31
12 Years	\$22.77	\$23.77	\$24.77
13 Years	\$23.23	\$24.23	\$25.23
14 Years	\$23.71	\$24.71	\$25.71
20 Years	\$24.17	\$25.17	\$26.17
30 Years	\$24.64	\$25.64	\$26.64

	Effective: 10/1/2021	Effective: 1/1/2023	Effective: 1/1/2024	Effective: 1/1/2025
Nursing Assistants & Restorative Aides				
START	\$15.91	\$18.00	\$19.00	\$20.00
1 Year	\$16.19	\$18.25	\$19.25	\$20.25
2 Years	\$16.42	\$18.50	\$19.50	\$20.50
3 Years	\$16.68	\$18.75	\$19.75	\$20.75
4 Years	\$17.09	\$19.00	\$20.00	\$21.00
5 Years	\$17.56	\$19.25	\$20.25	\$21.25
6 Years	\$17.97	\$19.50	\$20.50	\$21.50
7 Years	\$18.39	\$19.75	\$20.75	\$21.75
8 Years	\$18.88	\$20.00	\$21.00	\$22.00
9 Years	\$19.28	\$20.25	\$21.25	\$22.25
10 Years	\$19.83	\$20.50	\$21.50	\$22.50

Head Cook will be paid thirty cents (\$.30) per hour above their applicable hourly rate.

Previous Experience:

1. Employees rehired at Chisholm Health Center will receive credit toward their hourly wage rates for all time worked at Chisholm Health Center during the last ten (10) years.

2. Outside of Chisholm Health Center shall be as follows:

- a. 1 Year experience – 1 year step
- b. 2 Years' experience – 2 year step
- c. 3 Years' experience – 3 year step
- d. 4 Years' experience – 4 years step
- e. 5 Years' experience – 5 years step
- f. 6 Years' experience – 6 years step
- g. 7 Years' experience – 7 years step
- h. 8 Years' experience – 8 years step
- i. 9 Years' experience – 9 years step
- j. 10 Years' experience – 10 years step

- 3. Newly hired Nursing Assistants, **cooks, and maintenance** employees eligible only
- 4. Previous experience must be in long term care or related field
- 5. Experience must be within the last **ten (10)** years and within the employee's current registration
- 6. The responsibility of verifying previous employment experience is that of the new employee
- 7. **Experience pay will be granted when employee provides proof of hours worked. If not completed at hire, the effective date of wage increase will be the date proof was received.**

**MEMORANDUM OF UNDERSTANDING REGARDING
COLLECTIVE BARGAINING AGREEMENT EXTENSION**

The United Food and Commercial Workers Union Local No. 1189 and Chisholm Health Center are parties to a Collective Bargaining Agreement which became effective 1 October 2022 and which, by its terms expires on 30 September 2025.

The parties are currently engaged in collective bargaining for a replacement Collective Bargaining Agreement. To facilitate the completion of the bargaining process, the parties mutually agree that the Collective Bargaining Agreement shall not expire on 30 September 2025 but shall remain in effect thereafter indefinitely until either party shall provide to the other, in writing, fourteen (14) days' notice of its intention to terminate the Collective Bargaining Agreement. All provisions of the Collective Bargaining Agreement shall remain in effect until the expiration of the notice period. If the parties fail to reach agreement on a new Collective Bargaining Agreement prior to the effective date of termination, then each party shall be free after that date to exercise all of the rights and options available to it as a matter of law.

Any wage and benefit increases will be retroactive to 1 January 2026.

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL NO. 1189

Chisholm Health Center

By



Its

Union Representative

Dated

22 Sept 25

By



Its

Regional Director

Dated

9/19/2025