

AGREEMENT

BY AND BETWEEN

FOREST HEALTH SERVICES

AND

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



Effective OCTOBER 1st, 2013 to SEPTEMBER 30th, 2014

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AGREEMENT

By and between

FOREST HEALTH SERVICES

&

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

Chartered by the
United Food & Commercial Workers International Union

THIS AGREEMENT made as of this first day of October, 2013, by and between Forest Health Services, Buhl, Minnesota, hereinafter referred to as the EMPLOYER, and the United Food & Commercial Workers Union, Local #1189, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the UNION, AFL-CIO.

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 on the part of its representatives any discrimination or activity whatever against the Union.

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

ARTICLE 1 RECOGNITION OF UNION

- 1.1 The Employer recognizes said Union as the exclusive bargaining representative of all full-time and regular part-time registered nurses, licensed practical nurses, nurses aides, kitchen/dietary employees, laundry and housekeeping employees, and maintenance employees employed by the Employer at its Buhl, Minnesota, facility excluding office clerical employees, resident care coordinator/social services designee, managerial employees, including but not limited to food supervisor, maintenance supervisor, activities director, laundry and housekeeping supervisors, director of nursing, casual employees, guards and supervisors, as defined in the Act, for the purpose of collective bargaining with respect to the hours of labor, rates of pay, and working conditions hereinafter specified.
- 1.2 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union and in good standing on the date of execution of this Agreement shall, on or after ninety (90) calendar days from their date of hire, following the execution of this Agreement, become and remain members in good standing in the Union.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its date of execution shall after ninety (90) calendar days from their date of hire, following the execution of this Agreement, become and remain members in good standing in the Union.

- 1.3 Dues Check-Off: The Employer agrees to deduct union dues, initiation fees, and assessments from the wages of employees in the bargaining unit who provide the Employer with a voluntary, written authorization which shall not be revocable for a period of more than one (1) year, or beyond the termination date of the Agreement, whichever occurs sooner. Such deductions will be made by the Employer from the wages of employees each pay period of the calendar month and will be transmitted to the Union by the 15th day of the following month. The Employer agrees under the contract requirements above to provide a new employee with a Union Membership Application and Dues Authorization at the time of hire. The Union agrees that, should the Employer take an initial deduction prior to the completion of ninety (90) calendar days from their date of hire, such amount shall be promptly refunded by the Union to the employee upon request.

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

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

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

- 1.5 Successor Clause: In the event of any sale, purchase, merger or other transaction affecting ownership of Employer's business or ownership of the assets of Employer's business, Employer shall make known to the Union prior to said transaction the nature of the transaction and further shall make known to all parties to the transaction the terms and conditions of this Agreement. Employer shall make a reasonable good faith effort in any such sale or transaction to contract for continued employment of members of the bargaining group by the successor. In addition, Employer shall make a reasonable good faith effort to provide that if there is to be a reduction in work force as a result of such transaction, any such reduction shall be in inverse order according to the amount of continuous service of the employees with the Employer or the successor Employer.

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.

ARTICLE 2
HOURS OF WORK

- 2.1 The normal hours of work shall be eight (8) per day and eighty (80) in each two week period. All hours worked in excess of eight (8) hours per day or eighty (80) hours in each two week work period shall be considered overtime, and shall be compensated for at the time and one-half (1½) rate.
- 2.2 Work schedules for at least a two (2) week period, beginning on Sunday, will be posted not later than the previous Thursday noon.

When changes in the work schedules are made affecting employees who are scheduled on a day off at the time the change is made, the employee so affected shall be notified of such change at his/her place of residence. There shall be a four (4) hour minimum schedule.

All requests for time off must be in by Monday, 12:00 Noon, prior to the Thursday the schedule is due to be posted. Requests after this will not be honored.

Once the schedule is posted, no changes will be made to include reducing hours or adding hours. If changes are to be made, the employee must agree to them, and it must be in writing.

All available shifts shall be filled prior to Thursday noon. Part-time Employees shall be allowed to choose available shifts up to eighty (80) hours. Shifts still not covered will be given, starting with the least senior employee on up the seniority list (exclusive of overtime). This does not include mandating.

Management has agreed to discuss and bring to Labor Management on a trial basis that the work schedule will begin on Monday.

- 2.3 The Employer shall schedule employees "who have a posting" to provide for every other week-end (Saturday and Sunday) off; unless otherwise agreed to by the employee. Employees shall be scheduled so that there is at least ten (10) hours between the end and the start of the next shift, unless employees agree to return to work with less than ten (10) hours between.

Employees that return to work with less than ten (10) hours between shifts shall receive quick change pay of fifty cents (\$.50) per hour for each hour worked, in addition to their regular rate of pay. In the event of overtime for the next scheduled shift within eight (8) hours, fifty cents (\$.50) quick change pay shall apply.

Week-end definition for the night shift would be Friday and Saturday nights; all other shifts would be Saturday and Sunday.

- 2.4 An employee reporting for work at his/her regular scheduled starting time who has not been previously notified not to report for work shall receive a minimum of one half (½) of the scheduled shift. Example: Eight (8) hour shift = Four (4) hours.

- 2.5 Employees working a shift of four (4) hours or more will be entitled to a fifteen (15) minute paid rest period.
- 2.6 Employees working a shift of six (6) hours or more will be entitled to one fifteen (15) minute rest period and a thirty (30) minute lunch period. Employees working an eight (8) hour shift shall be entitled to two (2) fifteen (15) minute rest periods, and a thirty (30) minute lunch period.

Employees working seven (7) or more hours in a shift shall be entitled to two (2) fifteen (15) minute rest periods, and a thirty (30) minute lunch period.

- 2.7 Rest periods shall be scheduled as near to the middle of the shift as possible.
- 2.8 All employees who are required to attend in-service meetings at times when they are not scheduled to work shall receive pay thereof at their regular rate of pay (one [1] hour minimum), and any such hours so spent shall be included in total hours worked for the purpose of computing overtime. There shall be no more than two (2) mandatory meetings per month.
- 2.9 The Employer agrees that split shift work will not be scheduled unless mutually agreed upon by Employer and employee.
- 2.10 Call-Ins: Employees who are called in for a shift other than their scheduled shift will be paid for the whole shift up to eight (8) hours, provided they report to work within one (1) hour after receiving a call. Call-in hours will be included in figuring overtime. Call-ins shall be done by seniority in the department first, and then by seniority outside of the department. Employees that are called in to work for a non-specified time or shift shall receive a minimum of four (4) hours' pay regardless of the actual time spent in the facility.

Any employee who is called in to work on their weekend off shall be paid one dollar (\$1.00) per hour for each hour worked, in addition to their regular rate of pay. In the event of overtime, the one dollar (\$1.00) shall be added to the base rate of pay prior to the equating of overtime, in lieu of quick change pay.

- 2.11 The Employer agrees to offer overtime to the more senior employees within their seniority unit, provided they are qualified to do the work, but at no time shall the Employer be left without a sufficient number of employees to do the work. Overtime shall be offered by seniority in the department first, and then by seniority to those outside of the department.
- 2.12 Employees who work more than five (5) consecutive (scheduled or who are scheduled) days in a row, shall receive time and one half (1½) for all hours worked on the sixth (6th) day, unless otherwise agreed upon by the employee and the Employer.
- 2.13 On-Call Employees: Are those employees who are not regularly scheduled.

All On-Call employees will receive holiday pay for holidays actually worked.

On-Call employees may bid on posted permanent and temporary hours only after regular employees have had the opportunity to fill the position. On-Call employees shall be awarded permanent positions on a seniority basis before non-employees.

On-Call employees shall be required to work **six (6) eight (8) hour** shifts a month, with **four (4)** of the shifts being a week-end shift. (Saturday and Sunday) On-Call employees who do not meet the required shifts per month shall be terminated without recourse to Article 7, Grievance Procedure, unless no shifts were made available by the Employer.

Wage rates for On-Call employees shall be the same as rates for regular employees listed in Article 10.

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

On-Call employees will have seniority within their own group based on their date of hire for the purpose of scheduling hours. Regular employees will have seniority over On-Call employees

Employees who leave permanent positions to go On-Call shall lose seniority in regular positions. When the On-Call employee returns to a regular position, their seniority will start as a new employee

ARTICLE 3 **HOLIDAYS**

3.1 There shall be seven (7) recognized holidays for holiday pay purposes. They are:

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

The first shift of the holiday shall be the shift starting as of night shift prior to said holiday. To receive Holiday Pay, you may exchange shifts, but an employee must work the last (scheduled) shift before the Holiday, and the first (scheduled) shift after the Holiday.

3.2 Employees who work on the above-named holidays: Employees shall receive pay at two times (2x) their straight time hourly rate for all hours worked in lieu of holiday pay, as defined in Section 3.3. Actual hours worked on the holiday shall be counted as time worked for the purpose of computing overtime for that week.

When a full-time employee is scheduled to work eighty (80) hours, including a holiday, they shall be paid for eighty-eight (88) hours.

Employee has the option of taking double time (2x) or taking straight time and receiving one (1) vacation day to be used at a later date.

- 3.3 Full time employees who have an eighty (80) hour posting and who are regularly scheduled off on the Holiday, shall receive Holiday pay at straight time for eight (8) hours. (In lieu of taking another day off.)
- 3.4 No employee shall be rescheduled during the holiday week to avoid payment of premium pay, unless mutually agreed upon.
- 3.5 An employee who has a doctor's excuse for absences on their scheduled work day preceding or following a holiday shall receive his or her holiday pay.
- 3.6 It is agreed that the holiday for midnight shift people would be recognized on the eve of the holiday.

ARTICLE 4 **SENIORITY**

- 4.1 Seniority shall prevail in regard to laying off, reducing hours and rehiring, provided the employee is qualified to do the work available.

If employees reduce their hours for school and wish to come back to full-time, the employee will be scheduled the same number of hours scheduled during their partial Personal Leave of Absence. Employees will be scheduled additional hours available after the least senior employees are scheduled their average number of hours per pay period. (Average scheduled hours calculated over the past three (3) months.)

- 4.2 Employees shall be probationary employees for the first ninety (90) calendar days from their date of hire, 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. The Employer may extend probationary periods an additional ninety (90) calendar days when warranted, with oral or written discipline notices to the employee.
- 4.3 Any controversy over seniority standing or relative to any questions of seniority shall be subject to adjustment, settlement and arbitration in the same manner as other controversies arising under this contract.
- 4.4 Seniority shall apply to all conditions of employment.
- 4.5 Seniority listing by classification of all employees shall be posted in a conspicuous place and kept current every three (3) months.

- 4.6 **DEFINITIONS:**

Relief – A temporary posted position as a fill-in.

On-Call – A non-posted position: A non-posted position that is not regularly scheduled. Any employee who refuses to work more than three (3) **eight (8) hour** shifts in thirty (30) days will result in termination.

Posted positions would be as follows:

Three (3) Nurse Postings:

One (1) Day One (1) Afternoon One (1) Midnight

Posted positions would be as follows:

Three (3) CNA Postings:

Three (3) Days Three (3) Afternoons **One (1) Midnight**

Posting Vacancies: If any regularly scheduled vacancy shall occur in any of the designated departments, such vacancy shall be posted on the bulletin board for five (5) working days. The department shall fill such vacancy from employees bidding within the department in which such vacancy occurs by seniority.

If no one in the department in which the vacancy occurs, bids, then the department shall fill the vacancy from the employees applying from outside the department with applied unit-wide seniority. The Employer during such five (5) days may assign temporarily any employee to such vacancy.

All full-time positions shall be awarded to the employee with specific hours or work, including shift and days off, and shall not be changed without notifying the affected employee prior to the beginning of the next work scheduled.

- 4.7 Seniority shall be based on the employee's date of hire.
- 4.8 Unit wide seniority in the event of a lay-off. A reduction in hours shall be construed as a partial lay-off.
- 4.9 All employees that are laid off or reduced in hours can bump an employee with less seniority in their department in order to maintain their hours. If they cannot maintain their hours within their department, they can exercise their unit wide seniority by bumping an employee with less seniority in another department. All bumping must be done immediately at the time of layoff or reduction of hours.
- 4.10 All employees shall attain seniority on their first day of work in a department or classification in the following days:
 1. Hired as a full-time or part-time employees.
 2. Successfully bidding on a regular full-time or part-time position.
 3. Successfully bidding on a temporary/relief position.
- 4.11 Employees shall lose seniority in a department in the following ways:
 1. Successfully bidding on a permanent full-time position in another department and completing a 30 calendar day trial period.
 2. Employees going into an on-call status or leave of absence, will "freeze" their seniority until employee bids on a posting or returns from leave of absence.

3. Employees holding a full-time position repeatedly missing their Scheduled shifts because of unexcused absences may be reduced to a part-time position. For clarification: Full-time employees having three (3) unexcused absences in a ninety (90) day time frame may be reduced.
- 4.12 Part-time employees can have seniority in more than one department by successfully bidding on part-time or temporary/relief positions in other departments. Their seniority date in the other department shall be their first day of work in that department.
- 4.13 Employees successfully bidding on a full-time or part-time position in another department shall have a thirty (30) day trial period. If, for any reason, the employee desires to return to their former department within the thirty (30) days, they may do so. The Employer can also transfer the employee back to their former department if they can verify that the employee is not performing the job satisfactorily.
- 4.14 All employees calling in for their shift must call in as far in advance as possible, but no less than two (2) hours prior to the start of their shift. **Employees who call in less than two (2) hours prior to the start of their shift will not be eligible for using sick pay.**

Employees shall be called in to work by seniority in the following order:

1. Within the classification.
2. Within the department.
3. Within the facility.

The following procedure shall be followed:

- A. The Supervisor will designate who will do all call-ins and replacement calls.
- B. Call-in replacements are to be called by seniority (date of hire) according to the posted schedule.
- C. When replacing shifts, you must follow the shift preference listed on the employee telephone list. (Example: A NA/R lists she/he who would like to be called for D (days), E (evenings); do not call that employee to fill a N (night) shift.

Call-In Procedure to Follow:

- A. The most senior non-overtime employee to be called first within the job classification.
- B. Call the on-call within the department first.
- C. When all non-overtime employees are called (within the classification), and no one responds, the most senior overtime employee is called for overtime (within the job classification).
- D. When all overtime employees are called (within the classification) and no one responds, the most senior non-overtime employee is called for overtime (within the department)

- E. When all non-overtime employees are called (within the department) and no one responds, the most senior overtime employee is called for overtime (within the department).

ORDER OF CALL:

When replacing a NA/R's shift, follow the order below:

1. All non-overtime N.A.'s by seniority
2. Call on-call
3. All overtime N.A.'s by seniority
4. All non-overtime LPN's by seniority
5. All non-overtime RN's by seniority
6. All overtime LPN's by seniority
7. All overtime RN's by seniority

When replacing a LPN's shift, follow the order below:

1. All non-overtime LPN's by seniority
2. Call on-call
3. All overtime LPN's by seniority
4. All non-overtime RN's by seniority
5. All overtime RN's by seniority

When replacing a RN's shift, follow the order below:

1. All non-overtime RN's by seniority
2. Call on-call
3. All overtime RN's by seniority

When replacing a shift for laundry, housekeeping, or activity personnel, follow the order below:

By order of seniority, by job classification:

1. All non-overtime employees
2. All overtime employees

When replacing a shift for a dietary aide, follow the order below:

1. All non-overtime dietary aides
2. All overtime dietary aides
3. All non-overtime cooks
4. All overtime cooks

When replacing a shift for a cook, follow the order below:

1. All non-overtime cooks
2. All overtime cooks

When making a call to replace an employee shift, follow the order below:

1. Let the phone ring six (6) times
2. If no answer, go on to next employee.
3. If answering machine picks up, go on to next employee.
4. If you get a busy signal, go on to next employee.
5. If someone other than employee answers, state your name and Forest Health Services and purpose of call.
If employee is not there to speak with you, go on to the next employee.

Rule: If you can't get them in one (1) call of six (6) rings, go to the next employee.
Document each call on the call-in replacement form.

You may fill up to seven (7) vacant shifts with one (1) phone call. If there are less than seven (7) vacant shifts left on the posted schedule, fill only to the end of the posted schedule. Turn in the absentee form, note how many shifts filled, and the rest will be filled when the new schedule is written using the above calling procedure.

Rule: Only posted schedule will be kept current at all times with name and job classifications in the order of seniority. Use only the schedule to determine who to call.

The phone number listing is for phone numbers.

If call-in procedure is not followed, an employee may file a grievance.

If there is a question on call-in procedures, check with the Bookkeeper, Director of Nurses, or Union Steward.

- 4.15 Employees in a department can step up into longer shift by seniority (Nursing Department step-up in shift only). If an employee with more seniority is scheduled to work a short shift, that employee will be called first for the longer shift, and another employee will be utilized for the short shift. The Employer is not obligated to step up employees from department to department; however, step-ups by seniority that are mutually agreed to between supervisors and employees are permitted.
- 4.16 When an employee is attempting to find their own replacement when giving away a day, it is the employee's responsibility to use seniority.

ARTICLE 5

TERMINATION OF EMPLOYMENT

- 5.1 Employees covered by this Agreement electing to resign or quit their employment will give the Employer two (2) weeks' written notice and shall continue in the Employer's service during this two (2) week period, with the exception that the employee may leave sooner if

a competent replacement can be found by the Employer. The Employer is to furnish printed forms of such resignation. Failure to give such notice shall result in forfeiture of all accumulated vacation pay and sick leave.

- 5.2 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.

ARTICLE 6 **DISCHARGE**

- 6.1 With respect to discharge, the Employer shall give:

1. Written warning
2. One-day suspension
3. Three-day suspension
4. Termination

No such warning notice need be given to an employee where he/she is discharged for "just cause." The term "just cause" shall include but not be limited to:

1. Dishonesty.
2. Drinking on the job.
3. Gross insubordination.
4. Physical or psychological abuse of patients and resident.
5. Theft or destruction of property.

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

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

- 6.4 Any employee may request an investigation as to his/her discharge or suspension. Should such investigation prove that the charged offense is untrue, he/she shall be reinstated and compensated at his/her usual rate of pay while he/she has been out of work. Appeal from discharge or suspension must be taken within fifteen (15) days of such discharge or suspension by written notice. The case shall then be taken up as provided for in the grievance procedure of this Agreement.

ARTICLE 7
GRIEVANCE PROCEDURE

- 7.1 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. The 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 fifteen (15) 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, hours worked, vacation allowances and days off may be filed and furnished to the Employer within thirty (30) days after the first regular payday following the occurrence of such alleged 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 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. After such grievance is reduced to and submitted in writing, the employee shall be represented by the Union Representative or such other persons as may be designated by the Union to represent such employee, not exceeding, however, three (3) in number.

Step 3. If such grievance cannot be settled promptly between the parties within five (5) calendar days after the delivery of written notice of the grievance, the matter may be submitted to an arbitrator by either party. Such an appeal to arbitration shall be in writing and served on the representative of the Union shall attempt to select such 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 decision or award of said

arbitrator shall be final and binding upon the parties. The expenses and remuneration of the arbitrator shall be borne by the parties equally. The arbitrator shall have no authority to modify or amend the discipline (including discharge) by the Employer if the charges against the employee are found to be true.

- 6.2 The Union will not authorize, assist or support any strike or stoppage of work because of any matter covered by this Agreement for which procedure for settlement herein provided is available, but has not been utilized. Participation in any strike, slow-down or stoppage of work brought either by action of individuals or groups without Union authority shall be just cause for dismissal or discipline by the Employer, subject to the grievance procedure herein provided.
- 6.3 At any step in this grievance procedure, the Executive Committee of the Local Union shall have the final authority; in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint difficulty or dispute further if in the judgment of the Executive Committee such grievance or dispute lacks merit or lacks justification or otherwise is reasonable to decline under the terms of this Agreement to the satisfaction of the Union Executive Committee.

ARTICLE 8 **VACATIONS**

- 8.1 All permanent full-time and part-time employees who have completed one thousand forty (1040) hours will be entitled to vested vacation.

Vacation time will be calculated per pay period on hours paid. Vacation may be taken for illness or emergency by requesting vacation prior to payroll Monday. It is not to be used for calling in.

- 8.2 Vacation Schedule – ALL EMPLOYEES:

0 - 1 year	.0384615	x hours worked
1 - 4 years	.0423076	x hours worked
4 - 5 years	.0461538	x hours worked
5 - 10 years	.0685000	x hours worked
10 + years	.0875000	x hours worked

Employees hired on or after December 6, 1999:

0 - 1 year	.0192308	x hours worked
1 - 4 years	.0423076	x hours worked
4 - 5 years	.0461538	x hours worked
5 - 10 years	.0685000	x hours worked
10 + years	.0875000	x hours worked

- 8.3. Vacation week shall be defined as any seven (7) consecutive day period no matter which day of the week it starts, necessities of the business being recognized. Vacation time may be taken in single days by working out a written mutual agreement between the Employer and the employee.
- 8.4 Vacation Pay:

- A. All vacation pay shall be at the employee's current rate of pay at the time vacation is taken.
- B. Employees may bank up to two hundred (200) hours of Vacation. Anything accrued over two hundred (200) hours will be forfeited.

In the event the employee has been denied vacation, the employee will be paid for all accrued vacation hours over two hundred (200) that were denied.

- 8.5 Any leaves of absence, other than illness or injury, shall not be computed as working time for the purpose of computing vacation pay. Leaves of absence shall not affect an employee's anniversary date.
- 8.6 A former employee whose employment is terminated and who is subsequently re-employed by the Employer assumes the same status as a new employee in regard to vacation allowances.
- 8.7 Vacations shall, as far as possible, be granted for the period preferred by the employees, the necessities of the business being recognized.
- 8.8 If a holiday falls within the vacation period, the vacation will be extended one (1) day.
- 8.9 Employees may take single vacation days upon request and when mutually agreed to by the Employer and employee. Single vacation days (one [1] or two [2] days) are to be requested by the employee on the Vacation Request forms no later than noon on Monday, prior to the schedule posting time.
- 8.10 Vacation Sign-Up Schedule: A vacation sign-up schedule shall be posted by January 15, of each year. Vacations shall be scheduled on a calendar year basis and shall be scheduled on the basis of seniority, provided the more senior employee notifies the Employer of his/her requested vacation dates in writing prior to April 15, of each year, and has vacation time available to use. After April 15, vacation dates shall be scheduled on a first-come, first-serve basis without regard to seniority. Vacation seniority shall be asserted in order of seniority within the job class. Needs of the facility shall govern the use of vacation. Each employee will be notified of his/her vacation period as far in advance as practicable.
- 8.11 Personal Holidays: Employees will be entitled to vested Personal Holidays in accordance with the following schedule:
 - One (1) Personal Holiday off after the employee has completed four thousand one hundred sixty hours (4,160).
 - Two (2) Personal Holidays after the employee has completed ten thousand four hundred hours (10,400).

	Hours Worked	Vacation	Personal Leave	Total	
0 - 1 year	0 - 2080	0.0192308	0	0.0192308	X hours worked
1 - 2 years	2080-4160	0.0423076	0	0.0423076	X hours worked
2 - 4 years	4160-8320	0.0423076	0.0038462	0.0461538	X hours worked
4 - 5 years	8320-10400	0.0461538	0.0038462	0.0500000	X hours worked
5 - 10 years	10400-20800	0.0685000	0.0076923	0.0761923	X hours worked
10+ years	20800 +	0.0875000	0.0076923	0.0951923	X hours worked

To calculate vacation hours earned, multiply the number of hours worked by the vacation accrual factor in the above table.

To calculate the personal holiday hours earned, multiply the number of hours worked by the personal leave accrual factor in the above table.

To calculate your total leave accrual, multiply the number of hours worked by the total accrual factor in the above table.

- 8.12 Using Vacation time for two (2) week notice of termination of employment cannot be done.

ARTICLE 9

SICK LEAVE

- 9.1 All permanent employees shall accumulate sick leave at the rate of one day (8 hours) for each one hundred sixty (160) hours worked up to a maximum accumulation of forty (40) days. Sick leave begins on the first day of illness or injury, and doctor's excuses may be required for any absences in excess of two (2) consecutively scheduled (and missed) work days. Sick leave (paid) shall begin on the first (1st) day after one (1) calendar year.
- 9.2 Upon termination of employment, employees shall receive pay for ten percent (10%) of all unused accumulated sick leave. Any employee terminated for just cause or failure to give a written two-week notice of intent to terminate employment will forfeit all accumulated sick leave.
- 9.3 Employees shall be allowed to use their Sick Leave for minor dependent children. The Employee shall be allowed to use their Sick Leave for Spouse under the following conditions:
- A. After three (3) consecutive Lost Time days, Sick Leave shall commence.
 - B. Must meet the FMLA requirements for any use of Sick Leave Benefits.

The Employer may require a Physicians slip.

10.2 In-Charge Pay. All LPNs and RNs that are designated "In-Charge" shall receive an additional fifty cents (\$.50) per hour.

Activity employees certified as an NAR shall receive NAR wages for all hours worked. (Effective with ratification of the new Contract.)

10.3 Shift Differential. Forest Health Services pays employees working the afternoon shift (between the hours of 3:00 p.m. and 11:00 p.m.) a premium rate of twenty cents (\$.20) and the night shift (between the hours of 11:00 p.m. and 7:00 a.m.), a premium rate of forty cents (\$.40) per hour, in addition to their regular hourly rate of pay.

To qualify for premium pay, employees must begin and end their shift between the specified hours, as shown above.

SHIFT DIFFERENTIAL (Kitchen Employees)

A. Employees must work a six (6) hour shift that starts at Noon (12:00 PM) or later

B. Employees whose shift starts at 2:00 PM or later shall receive the shift differential.

10.4 No employee shall suffer any reduction in wages as a result of this Contract. No employee shall suffer any reduction in wages due to job elimination.

10.5 The Employer agrees to establish and maintain a pre-tax retirement savings program (403B), in which employees may contribute to each pay period.

10.6 Prior Experience Pay for Nursing Staff:

Upon completion of the probationary period, employees who have prior related nursing experience shall receive credit for their prior relevant experience, for the purpose of determining the appropriate wage scale, would be granted one-half (1/2) of their experience up to a total of three years experience for every 4160 hours of work experience. 2080 hours of experience credit would be given. In order to receive credit for prior experience, employees must advise the Employer in writing of their prior experience no later than forty (40) days following the beginning of employment. Such credit will be granted as of the date the employee provides the Employer with sufficient written documentation from the prior Employer and has successfully completed his or her probation. For the purpose of seniority and benefit accruals employees would not receive the experience credit.

10.7 On Call RN shall receive twenty dollars (\$20.00) per day.

10.8 All permanent in house staffing policies implemented will be voted on and approved by the Labor Management Committee.

10.9 Employees who are scheduled and work eighty (80) hours in a two (2) week period shall receive Bonus Pay of forty dollars (\$40) for picking up an open shift of eight (8) hours and Bonus Pay of twenty dollars (\$20) for picking up a shift of four (4) hours to eight (8) hours (Less than eight [8] hours).

Employees who are scheduled and work sixty-four (64) to seventy-nine (79) hours in a two (2) week period shall receive Bonus Pay of thirty dollars (\$30) for picking up an open shift of eight (8) hours and Bonus Pay of fifteen dollars (\$15) for picking up a shift of four (4) hours to eight (8) hours (Less than eight [8] hours).

ARTICLE 11

LEAVES OF ABSENCE

- 11.1 Employees shall be entitled to written leaves of absence for the following reasons and pursuant to the terms hereinafter set forth:
- A. Employees shall be granted leaves of absence for military service in compliance with the provisions of applicable federal laws and regulations.
 - B. Medical Leave
The Employer agrees to grant a leave of absence for up to six (6) months to employees for absence because of illness or injury (including pregnancy) or because of a sick child, spouse or parent. In order to be eligible for this leave, employees must have been employed at least six (6) months. In a non-emergency situation, the employee will provide the Employer with reasonable notice, (not less than two [2] weeks), of their intent to start the leave. The Employer may require medical certification of the employee's medical provider of the necessity of leave for the employee's child, spouse or parent.
- 11.2. Personal Leave
Employees may be granted a leave of absence in writing for up to three (3) months upon written application therefore, upon terms and conditions and pursuant to reasons acceptable to the Employer. No leave of absence shall be granted to an employee for the purpose of working for another employer.
- 11.3 No employee shall be entitled to an extension to a leave of absence, unless requested and granted in writing by the Employer.
- 11.4 Employees on leave of absence shall not be entitled to any salary, holiday pay, paid insurance, accrual of seniority or other compensation of benefits. Employees on leave of absence may be allowed to continue their health and welfare and other insurance programs in force and effect at their own expense so long as the same is permitted and allowed by the policies of insurance in force at the time.
- 11.5 Upon return to work from a leave of absence, the employee will be restored to the job classification previously held. Upon notice of the Employer of availability for work the employee shall be placed on the next work schedule.
- 11.6 Jury Duty. An employee who is called on jury duty shall be paid for actual hours worked for the company. An employee reporting for jury duty and released from the same shall report to work within one (1) hour of said discharge from said work and shall work the balance of the employee's shift. Provided, however, that no employee shall be required to work more than a total of eight (8) hours combined of jury duty, reporting time, and work duty. Provided further that no employee shall be required to work after 5:30 p.m. on any

day when the employee has been called to jury duty. An employee reporting for jury duty shall receive full pay from his/her Employer for parts of days for which jury duty has been performed, not to exceed two (2) weeks.

- 11.7 Funeral Leave. Employees shall be granted a leave with pay up to a maximum of three (3) days to attend the funeral of a member of such employee's immediate family. For the purpose of this provision, "immediate family" is defined to be limited to the employee's wife or husband, brothers, sisters, children, stepchildren, stepbrother, stepsister, legal guardian, father, mother, grandmother, grandfather, grandchild, employee's and spouse's sister-in-law, brother-in-law, aunt, uncle and any relative that resides with the employee or with whom the employee resides. (Father and mother, as herein used, shall mean parents of the employee or the spouse of the employee, whether such parent is the natural parent or a step-parent.)

Funeral leave days shall be consecutive commencing as designated by the employee. Employees may request and will be granted additional time off. Employees can take this time off without pay or utilize vacation days to receive pay for the time off. All time off with pay shall be additional 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 funeral leave during a time they are on vacation, funeral leave, as provided herein, shall be granted. Part-time employees' funeral leave will be prorated.

In order to receive Funeral pay, the employee must show proof of attending. (Obituary or funeral program).

ARTICLE 12 **MISCELLANEOUS**

- 12.1 Pay Period. Employees shall be paid bi-weekly on Fridays. The Employer shall show the total hours worked since their date of hire, sick leave, hours accumulated, and vacation hours earned, on the employees' check stub provided that existing computer software is able to provide requested data. Sick Leave and Vacation accrual rates shall be posted the Friday after payday.
- 12.2 The Employer will schedule no meetings of employees on free time (rest periods and lunch periods); however, breaks may be rescheduled.
- Mandatory meetings will be offered twice giving the employees the opportunity to choose the meeting that best fits their schedule. The first meeting will be live and taped. If the employee chooses the second, then he/she will have to watch the tape.
- 12.3 Labor Management. The Employer has agreed to establish a labor management committee that will meet, as necessary, to discuss problems and concerns relative to the Forest Health Services and their employees.

- 12.4 The Employer will comply with all legal requirements for the safety and health of their employees during the hours of employment. No employee shall be required to perform any work that is hazardous to their health, nor shall they work in an unsafe environment.
- 12.5 A duly authorized representative of the Union shall be admitted to the Employer's premises during the hours employees covered by this Agreement are at work, for the purpose of ascertaining whether or not this Agreement is being observed. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of the Employer's business.
- 12.6 The Union shall appoint a steward. In no instance shall the steward be discriminated against for discharging his/her duties provided such duties do not interfere with the regular performance of their work for the Employer or interferes with the operation of the business.
- It is agreed and recognized that the Employer, upon prior notification from the employee, shall give adequate time to allow a steward to perform the functional responsibilities of the appointment.
- 12.7 The Company shall provide space on a bulletin board on which the Union may post notices pertaining to Union business.
- 12.8 Any personal property of an employee that is damaged or destroyed by a resident of the facility shall be replaced by the Employer, not to exceed seventy-five dollars (\$75.00).
- 12.9 Employees that are late for work because of inclement weather shall receive pay for their full shift, provided they phone in before their full shift, provided they phone in before their scheduled starting time, and providing they report to work within one (1) hour of the scheduled starting time.
- 12.10 The Employer agrees to pay for all educational courses, training, and testing that are required by law to continue employment at the nursing home upon prior approval of the Administrator. The Employer will conduct one workshop per calendar year in the nursing home for the RNs, LPNs, and CNAs.
- 12.11 This is to affirm the nursing homes' policy of providing Equal Employment Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity Affirmative Action Laws, directives, and regulations of federal, state and local governing bodies or agencies thereof, specifically Minnesota Statute 363.
- 12.12 The Employer will provide adequate locker space for employee's personal belongings. Lockers may be shared from shift to shift. The Employer will accept no responsibility for theft or lost articles. Lockers will be installed in the employees' break room.
- 12.13 No employee shall work greater than eight (8) hours per day, or eighty (80) hours per pay period, until they reach maximum medical improvement.
- 12.14 Active Ballot Club Checkoff. The Company agrees to deduct amounts designated by Employees for the UFCW Active Ballot Club (ABC) when the Company has 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 union dues.

ARTICLE 13
SEPARABILITY

- 13.1 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 or such part or portion of this Agreement shall not invalidate the remaining portions hereof.

Nothing herein shall be construed to replace or abridge the right of either party for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal.

ARTICLE 14
GROUP HEALTH INSURANCE

- 14.1 The Employer agrees to maintain health benefits for the term of the contract. Employees are eligible for the Group Insurance Plan as follows:

1. In order for employees to receive Health Benefits; the employee must average sixty four (64) hours bi-weekly per quarter. The Employer would pay **three** hundred dollars (\$**300.00**) per contribution and the employee would pay the balance.
2. Part-time employees (those working less than sixty four (64) hours in a pay period) are eligible, but must pay the entire cost of the premium.
3. Employees desiring dependent coverage must pay the differential between what is paid by the home and the cost for family coverage. The plan is a Group Health Insurance Plan and to enroll one must complete an application within thirty (30) days from the date of employment.

Terminating employees may continue the plan, as provided by law, at their own expense. Disabled employees may continue the plan until age sixty-five (65) at their own expense.

- 14.2 The Employer shall pay their portion of the premium for eligible employees that work hours on the first of the month, following sixty (60) days after completion of probation (if full-time) or sixty (60) days after attaining full-time status. Worked hours shall include all paid time. Employees on a Workers' compensation leave of absence shall have the single coverage premium paid by the Employer for a maximum of three (3) months.
- 14.3 The Employer agrees to pay fifty percent (50%) of the single coverage dental insurance premium. All employees eligible for health insurance are eligible for dental insurance.

ARTICLE 15
NO STRIKE OR LOCKOUT


- 15.1 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 stoppages.
- 15.2 Except as provided above, nothing herein shall affect the right of the Union to call, assist or support a strike officially authorized by the Union. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a legal picket line, and including legal lines at the Employer's places of business.

ARTICLE 16
TERMINATION

The period of this Agreement shall be from **October 1, 2013**, to and including **September 30, 2014**, and shall automatically renew each year thereafter unless ninety (90) days prior to the anniversary date either party gives notice to the other of its intention to amend or terminate this Agreement.

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

FOREST HEALTH SERVICES

By 
Board of Directors

Date 9/17/2013

UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 1189

By 
Tom Cvar – Union Representative

Date 9/17/13