

**COLLECTIVE BARGAINING AGREEMENT**

**between**

***VISTA PRAIRIE AT MANOR HOUSE, LLC***

**D/B/A**

**MANOR HOUSE-MEMORY CARE**

**-and-**

***UNITED FOOD AND COMMERCIAL WORKERS UNION***

***LOCAL NO. 1189***



***October 1<sup>st</sup>, 2016- September 30<sup>th</sup>, 2019***

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**ARTICLE 1  
PREAMBLE**

This Agreement made, entered into and effective the, 1<sup>st</sup> day of October 2016 by and between VISTA PRAIRIE AT MANOR HOUSE, LLC D/B/A MANOR HOUSE-MEMORY CARE (“Employer”) and UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 1189, chartered by the United Food and Commercial Workers International Union (“Union”) sets forth the entire agreement of the parties regarding terms and conditions of employment for the employees in the bargaining unit.

**ARTICLE 2  
RECOGNITION**

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative in respect to rates of pay, hours of employment and other conditions of employment, within the bargaining unit certified by the National Labor Relations Board in Case No. 18-RC-15928, Woodland Homes.

Section 2. The Employer agrees that during the term of this Agreement it will not enter into an agreement regarding terms and conditions of employment of the employees in this bargaining unit with any other labor organization nor will it enter into any individual agreement with employees in the bargaining unit regarding terms and conditions of employment which contradicts the terms of this Agreement.

**ARTICLE 3  
UNION SECURITY**

Section 1. Employees shall become members of the Union upon completion of their first thirty (30) days of employment.

The Employer agrees to deduct Union dues and initiation fees and/or reinstatement fees and uniform assessments 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 (1) year or beyond the termination of the date of this Agreement, whichever occurs sooner.

The deduction of the Union dues shall be on a bi-weekly basis and forwarded to the Union office monthly. 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 and the Union during the interim period of this contract shall by mutual agreement be authorized to alter or amend the functional procedures of this Section only if necessary.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by

the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of the provisions of this Article.

Section 2. A designated bulletin board shall be made available to the Union for the posting of Union business notices. All notices posted on the bulletin board shall be initiated either by the Union Representative or a steward. No material shall be posted on the bulletin board which is derogatory to the Employer, its management or facilities; derogatory to individuals either expressly or by implication; or disruptive. The Employer reserves the right to remove any material that is inconsistent with this paragraph and shall promptly advise the Union Representative or steward if the Employer has removed material.

Section 3. The Employer agrees to recognize stewards elected or selected by the Union as provided in this section, subject to the following stipulations:

- a. The Union agrees to notify the Employer in writing of all designated stewards and replacements.
- b. Stewards shall not leave their work stations for Union business without prior permission of their designated supervisors and they shall notify their designated supervisors upon return to their work station. Such permission shall not be unreasonably withheld. Permission to leave a work station for Union business without loss of pay will be limited to grievance and disciplinary meetings with the Employer.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

Section 1. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including but not limited to the rights to reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff and recall employees to work; to set the standards of productivity, the products to be produced and/or the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Employer; to introduce new or improved services, methods, materials, machinery and equipment; to determine the number, location and operation of departments of the Employer; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer.

Section 2. Any term and condition not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

Section 3. In the event that subcontracting, contracting out, closing down or relocating of the Employer's operations or any part thereof causes a loss of union jobs, the Employer will comply with the requirements of the National Labor Relations Act regarding negotiating the effects of such decision.

## **ARTICLE 5 PROBATIONARY PERIOD**

Section 1. All new employees, or those rehired after termination, shall be probationary for the first ninety (90) days of continuous paid service. During the probationary period, the employee may be disciplined or terminated at the sole discretion of the Employer and any such discipline or termination shall not be deemed a breach of this Agreement and shall not be subject to the grievance and arbitration procedures of this Agreement. During the probationary period, the employee shall not be entitled to any benefits under the terms of this Agreement with the exception of holiday pay and overtime as mandated by law.

Section 2. Upon mutual agreement of the Employer and the Union, the probationary period may be extended for up to an additional ninety (90) days of paid service.

## **ARTICLE 6 NO STRIKE, NO LOCKOUT**

Section 1. Employer/Union Agreement: The Employer agrees not to engage in any lockout of employees and the Union agrees that it will not engage in any strike during the life of the Agreement. Participation in any strike, slowdown, sit-down or stoppage of work brought about either by action of the Union in violation of this agreement, or by action of an individual employee or individual groups of employees without Union authority shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein.

Section 2. Union Notice Requirements: The Union shall give written notice to the Employer of any strike, slowdown, sit-down or stoppage of work by any employee which has been requested or authorized by the Union. No such job action shall be deemed authorized by the Union unless the Employer is provided such notice.

## **ARTICLE 7 SCHEDULING AND HOURS OF WORK**

Section 1. Scheduling:

- a. The Employer's authority to determine the hours of work and to set work schedules is limited only to the extent stipulated to in this Agreement. The Employer shall designate the work schedule for each employee.

Employees may not switch scheduled hours unless approved by the supervisor and may not leave before the end of the employee's scheduled shift unless approved by the supervisor.

- b. The schedule will normally be posted by the last week of the previous month. The Employer reserves the right to change the schedule after posting if reasonably necessary to meet resident needs. Employer will **give notification of all schedule changes twenty-four (24) hours in advance by phone or email. Employees that have been granted PPL shall not be subjected to call-ins. Employees that have been granted PPL shall not be subjected to mandating.**
- c. Any requests for time off need to be given to the Director by the 15<sup>th</sup> of the prior month. Requests by more senior employees will be given priority consideration. For time off requests made by the 15<sup>th</sup> of the prior month that have accumulated PPL, the Employer shall grant the time off for the period preferred by the employee. The Employer reserves the right to deny the time off request should the time off interfere with the operations and needs of the business.

For requests made after the 15<sup>th</sup> of the prior month or without accumulated PPL, the employee is responsible to locate a qualified replacement for the time off request. The Employer reserves the discretion to grant or deny requests for time off.

An eligible replacement is defined as a current employee of *Manor House-Memory Care* that is trained to perform the duties of the position being replaced and an employee who is not placed into overtime because of the additional hours. Requests will not be approved if overtime pay would result for the employee's designated replacement.

- d. The Employer agrees to schedule open and available shifts to qualified bargaining unit employees in order of department seniority for those working in the classification or who have been cross-trained for the specific work, subject to being able to fill the shift first on a straight time basis before overtime is incurred.
- e. If an employee is unable to work a scheduled shift, and the Memory Care Coordinator is working, the Memory Care Coordinator will call in, by seniority, other employees to replace or substitute the absent employee. If an employee is unable to work a scheduled shift, and the Memory Care Coordinator is not working, the senior employee on the shift affected will call in, by seniority, other employees to replace or substitute the absent employee.
- f. If in the opinion of management, sufficient staff is available for work on the weekends, it may in its discretion grant part-time employees one weekend off per month so long as the staffing remains sufficient.

Section 2. Hours of Work

- a. 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 four (4) hours work that day or four (4) hours straight time pay in lieu thereof.

Employees who are called into 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.

- b. The normal scheduled work shift shall consist of not more than eight (8) hours.

Section 3. Overtime:

- a. Paid hours worked in excess of eight (8) per day or eighty (80) hours in a two (2) week pay period shall be considered overtime and shall be compensated at the rate of time and one-half (1½) the employee's regular rate of pay. Only hours actually worked shall be included in calculating entitlement to overtime pay. Compensated hours not worked shall not be considered in determining an employee's overtime eligibility.

Overtime must be authorized in advance by the Employer before it is worked. An employee who works overtime without advance authorization from the Employer may be subject to discipline. An employee's schedule shall not be changed to avoid payment of overtime except with the employee's consent.

- b. The pay period, for the purpose of determining biweekly overtime pay, shall consist of fourteen (14) consecutive twenty-four (24) hour periods commencing at 6:01 a.m. on Thursday and continuing through 6:00 a.m. on Thursday.
- c. An employee required to attend training or a mandatory in-service meeting shall be paid at the employee's straight time rate of pay for the time required to be and actually spent in attendance at the in-service meeting and the compensated time shall be included in total hours worked for the purpose of computing overtime.
- d. There shall be no pyramiding of overtime or premium pay. Overtime and premium payments shall not be duplicated for the same hours worked under any provisions of this Agreement and to the extent that hours are compensated for at overtime or premium pay rates under one provision, they shall not be counted as hours worked in determining overtime or premium pay for the same or any other provision.

**ARTICLE 8  
JOB VACANCIES**

Section 1. The Employer is committed to hiring the most qualified candidate for any vacancy. When the Employer desires to fill a job vacancy within the bargaining unit, the Employer shall post a notice on the bulletin board for a period of seven (7) days announcing the vacancy. Any employee meeting the minimum qualifications for the vacancy may submit a bid. The vacancy will be awarded to the applicant who, in the exclusive judgment of the Employer, is

best qualified for the position. Provided, however, if there are applicants who are already certified in the classification (i.e. have passed the probationary period) in which the vacancy exists, then the Employer will award the vacancy to the senior most qualified applicant.

Section 2. An employee who is awarded a vacancy shall have a maximum trial period of ten (10) days to demonstrate their proficiency at performing the job. Within this period the Employer may remove the employee from the job if the employee's performance is not satisfactory in the Employer's discretion. The employee will then be returned to the employee's former position. Within this same time frame the employee may decide to return to their former position.

## **ARTICLE 9 HEALTH INSURANCE**

Section 1. The Employer will contract for a policy of group health insurance coverage and will pay sixty percent (60%) of the monthly premium for single coverage (based on the premiums as determined by the insurance carrier) for eligible full time employees who elect to participate in the plan. Eligibility for coverage shall commence on the first of the month immediately following the month in which the employee successfully completes the probationary period set forth in Article 5 of this Agreement. For purposes of health insurance premium contribution, insurance eligibility requires an employee to have compensated pay of sixty (60) hours per pay period. For employees hired prior to October 1<sup>st</sup>, 2010, once eligibility has been established, the employee shall not lose eligibility due to involuntary reduction of hours.

Section 2. The Employer's obligation under this Article 9 is limited to the payment of the amount of premium specified. The Employer has no liability for the failure or the refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any benefits under this Article 9. No dispute arising under or relating to this Article 9 shall be subject to the grievance and arbitration procedures of this Agreement, except an allegation that the Employer has failed to pay the premium required by this Article 9.

Section 3. The Employer reserves the right to provide the insurance coverage referred to in this Article 9 through a carrier of the Employer's choice so long as the level of benefits is substantially equivalent.

\* Effective October 1, 2010, the policy is a Blue Cross Blue Shield Preferred Gold Limited 80/20 with deductible plan. *This includes a \$500.00 per calendar year deductible.*

## **ARTICLE 10 RETIREMENT**

During the term of this Agreement the Employer will maintain a retirement plan on behalf of eligible employees. Employer contributions are discretionary with the Employer. The Employer will notify the employees in the event of a change in the contribution formula.



**ARTICLE 11  
DISCIPLINE, RESIGNATION**

Section 1. The Employer shall not discipline or discharge without just cause any employee who has completed the required probationary period.

The Employer shall offer the employee the right to Union representation prior to a discipline or discharge.

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

1. Dishonesty
2. Incompetence
3. Racial Intolerance
4. Drunkenness
5. Drinking or using unlawful drugs on the job or working under the influence of alcohol or unlawful drugs or prescription drugs that have not been prescribed for the employee who consumes them.
6. Reporting to work intoxicated
7. Failure to notify the Employer to be excused from work.
8. Use of illegal drugs
9. Falsification of records.
10. Theft
11. Giving confidential information pursuant to Minnesota Statute 144.651 (The Bill of Rights for Patients of Health Care Facilities).
12. Violating patients' rights pursuant to Minnesota Statute 144.651 (The Bill of Rights for Patients of Health Care Facilities).
13. Violence on the premises
14. Gross insubordination'
15. Disrespectful treatment of residents in any form or degree
16. Physical, verbal or psychological abuse of residents in any form or degree.
17. Loss of a required license or required credentials.
18. Mismanagement or improper administration of medication
19. Failure to Report an Accident/Incident: Failure to report an accident incident involving an employee, resident/client, visitor, or equipment.

No warning notice is required to be given to an employee where the employee is disciplined for just cause.

Section 2. The employee shall give the Employer at least two (2) weeks' advance notice of intention to resign.

**ARTICLE 12  
EMPLOYEE STATUS**

Section 1. “Full time” is defined to mean an employee who is regularly scheduled and actually works a minimum of sixty-four (64) hours per pay period.

Section 2. A “regular part-time” employee is an employee who is regularly scheduled and actually works less than sixty-four (64) hours per pay period and more than sixteen (16) hours per pay period.

Section 3. A “casual/on-call” employee is an employee who is regularly scheduled for **sixteen** (16) hours or less per pay period. These employees are not covered by the terms of this Agreement and have no seniority.

Section 4. “A regularly scheduled part-time” employee, who over a nine (9) month period, works an average FTE level higher than that to which the employee is designated, may upon the request of the employee have his/her FTE level evaluated for an increase to the level worked.

The Employer shall compare the employee’s shifts per payroll period with documented factors, such as the number of concurrent leaves of absence, census trends, and the viability of resultant unfilled positions. If the request appears appropriate, the Employer will increase the employee’s designated FTE level. No employee may attain an FTE level which is greater than 1.0. Any FTE level which is increased by reason of the provisions of this Article need not be posted nor will posting procedures have application.

### **ARTICLE 13 GRIEVANCE AND ARBITRATION PROCEDURE**

For the purpose of this Article days shall mean working days. Working days is defined as Monday through Friday excluding Holidays.

Section 1. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms or provisions of this Agreement.

Section 2. A grievance, as defined in Section 1 of this Article, shall be resolved in conformance with the following procedure:

- Step 1. An earnest effort shall be made to settle the grievance between the employee affected and his/her department head.
- Step 2. In the event no settlement is reached in Step 1, the grievance shall be reduced to writing and submitted to the Director within ten (10) calendar days after the Grievant’s first knowledge of the actual occurrence of the events giving rise to the grievance. The Director shall meet with the Union staff representative or steward and the Grievant to attempt to resolve the grievance and shall submit an answer in writing to the Union within ten (10) days after the written grievance is received by the Director.
- Step 3. In the event no settlement is reached in Step 2, the Union, within ten (10) days of the Step 2 answer, may submit the grievance to arbitration.

Section 3. If the parties are unable to agree upon the appointment of an arbitrator, either party may then request the Federal Mediation and Conciliation Service, to furnish a list of five (5) prospective arbitrators. From this list, each party shall in turn strike one name until only one name remains, and the last remaining individual shall be designated as the arbitrator.

The grieving party shall strike first. A hearing on the grievance shall be held promptly by the arbitrator and a decision shall be rendered within thirty (30) days after the close of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties. Each party shall be responsible for compensating its own representatives and witnesses.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties.

Section 4. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next Step within the specified time limit, or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance and appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step.

Section 5. 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 if in the judgment of the Executive Committee such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement, to the satisfaction of the Union Executive Committee.

## **ARTICLE 14 SENIORITY**

Seniority shall be defined as the length of continuous service with the Employer, since the employee's most recent date of hire. Seniority is applicable only as expressly provided in this Agreement.

Section 1. Seniority will be broken and all employment rights terminated when any of the following conditions occur:

- a. The employee voluntarily terminates employment;
- b. The employee is discharged for cause;

- c. The employee fails or refuses to return from a leave of absence at its stated date of expiration;
- d. The employee refuses to return to work from layoff on the date specified or on the date of recall;
- e. The employee is laid off for either three (3) months or the length of the employee's continuous service since most recent date of hire, whichever is lesser;
- f. The employee engages in outside employment or goes into business for himself or herself during an approved leave of absence without prior written authorization from the Employer.

Section 2. In the event the Employer determines the need to reduce its workforce, seniority shall prevail in regard to laying off and recalling employees, provided the employee is qualified to do the work available and works at the contract rate. Seniority may be exercised for layoff and recall against the most junior employee in the above seniority departments. Employees shall receive no less than seven (7) days' notice of layoff where reasonably possible.

Section 3. An employee shall retain recall rights following layoff for the same period that the employee retains seniority under Sec. 1(e) of this Article. Failure of any employee to report as directed by the Employer will constitute voluntary resignation. Notice of recall shall be given in writing either personally delivered or sent by mail to the last address which the employee has on file with the Employer. At the Employer's option, notice of recall may be accomplished by telephone.

Section 4. The Employer agrees to supply the Union with a current seniority list upon request. The list will include the name, job classification, seniority date, and address of each seniority employee. If no exceptions are filed within ten (10) working days after each roster has been furnished to the Union, it will be considered correct.

## **ARTICLE 15 LEAVE OF ABSENCE**

Section 1. An employee who has suffered a serious illness or injury which prevents the employee from performing the essential duties of the employee's position may request a paid or unpaid medical leave of absence in compliance with State and Federally mandated programs.

In order to be eligible to take a medical leave of absence, the employee must first have exhausted all accumulated paid leave time. A medical leave of absence must be requested at least thirty (30) days prior to the proposed beginning of the leave of absence except where the need for the leave is not reasonably foreseeable thirty (30) days in advance, in which case the employee must request the leave as soon as the need for the leave is reasonably foreseeable.

An employee who has been approved for a medical leave of absence may request up to two (2) extensions of the leave, not to exceed one (1) year in duration from beginning of initial leave, which requests may be granted upon recommendation of the employee's physician stating that the employee cannot return to duty. An extension may be granted on condition that the employee

shall have the right to return to the first available vacancy after the extension expires. Employees returning from a medical leave of absence must submit a doctor's certificate stating that the employee is able to perform his/her regular duties.

Section 2. Leaves of absence for purposes of military service shall be granted to the extent required by applicable law.

Section 3. Leaves of absence shall be granted to the extent required by applicable law for an employee who has suffered a work-related injury which is determined to be compensable under the Minnesota Workers' Compensation Act. The employee shall have the option to use available, unused PPL to supplement the employee's workers' compensation payments up to the amount of the employee's normal net pay while on leave of absence under this Section 3.

Section 4. An employee who is called to serve on jury duty shall be granted an unpaid leave of absence for the days when jury duty is required, except that an employee shall be granted up to seven (7) days of paid leave during times when the employee is required to serve on jury duty, provided the employee remits to the Employer the juror fee paid to the employee.

Section 5. Subject to the provisions of this Section, up to six (6) weeks of unpaid parental leave shall be granted to a father or a mother in conjunction with the birth or adoption of a child. In order to be eligible for parental leave, the employee must have averaged at least twenty (20) hours of work per week over the preceding twelve (12) months, must commence the parental leave no more than six (6) weeks after the birth or adoptive placement of the child, and must request the parental leave in writing to the Director at least four (4) weeks in advance of the proposed commencement of the leave except where the need for the leave is not reasonably foreseeable four (4) weeks in advance, in which case the employee must request the leave as soon as the need for the leave is reasonably foreseeable.

Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position or a position of comparable duties, hours and pay, unless the employee's position has been eliminated.

If during parental leave, the Employer experiences a layoff and the employee would have lost his/her position pursuant to the layoff and recall provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstance, the employee shall retain all rights under the layoff and recall provisions of this Agreement as if the employee had not been on parental leave.

Section 6. Leaves to attend school conferences or classroom activities related to the employee's child shall be available to the extent required by applicable law. This leave shall be unpaid except that accrued personal paid leave may be used for such leave.

Section 7. Upon return to work from a leave of absence, the employee will be restored to the job previously held, or to a comparable job with regard to duties and rate of pay. Notice of intent to return to work shall be given to the department's supervisor by the Wednesday prior to the schedule posting in order to receive scheduled hours.

Section 8. All leaves of absence under this Article are without pay unless specified. Seniority does not accrue during any unpaid leave of absence, except with respect to workers' compensation leaves.

Section 9. Any employee who is granted a leave of absence and while on such leave of absence accepts employment with another employer, or who goes into business for themselves, is subject to discharge.

Section 10. Leave of absence of up to one (1) year shall be granted to an employee elected or appointed to Union office, on condition that at the expiration of the leave the employee shall be returned to the first available vacancy in the employee's classification.

In addition, leave of absence of up to three (3) days per calendar year shall be granted upon request to not more than two (2) employees for the purpose of attending Union meetings as a delegate or for Union training.

Section 11. Bereavement Leave. Employees shall be allowed up to three (3) days bereavement leave, if they are scheduled to work, without loss of pay in the event of the death of a spouse, child, parent, stepparent, parent-in-law, sibling, grandparent grandchild, stepchildren, stepbrother, stepsister, or significant other. Significant other is defined as anyone residing with the employee in a spousal relationship. Employees shall be allowed one day of bereavement leave without loss of pay in the event of the death of an aunt, uncle, niece or nephew. The Employer may require proof of attendance at the service.

Section 12. Employees injured on the job shall not be docked for any part of the day in which the injury occurs, providing a call to the Employer is made from the doctor's office, by doctor's personnel, notifying them of the extent of the injury. If the injury is not serious, the employee must return to work at once upon leaving the doctor's office. In no instance shall the Employer be obligated to pay an employee for more than the number of hours the employee was scheduled to work.

Section 13. For the purpose of wages: Any employee who is granted a leave of absence for a period of longer than three (3) months will have their wages frozen for the period of time they were on leave. The employee will have a new date assigned for anniversary raises.

## **ARTICLE 16 GENERAL PROVISIONS**

Section 1. This Agreement shall represent the complete Agreement between the Union and the Employer.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of said right and opportunity to negotiate are set forth in this Agreement.

Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless they mutually agree to so bargain.

Section 3. Notwithstanding any other provision of this Article, in the event that the Employer during the term of this Agreement creates a new classification within the bargaining unit, the Employer agrees to enter into negotiation with the Union solely for the purpose of establishing a wage rate for such classification.

Section 4. If any provision of this Agreement is found by a court of competent jurisdiction and after the conclusion of all available appeals to be in conflict with any state or federal law, only that provision(s) shall be considered inapplicable, and the remaining provisions of this Agreement shall remain in full force and effect. The Employer and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provision(s) found to be invalid. This places no time limitation on the parties during which they may negotiate.

Section 5. Employees will be notified by written/posted communication when changes are made regarding resident's care and policies.

## **ARTICLE 17 HOLIDAYS**

Section 1. The following days shall be considered holidays: Thanksgiving Day, Christmas Eve Day - afternoon shift, Christmas Day, New Year's Day, Easter, Labor Day, Memorial Day and Independence Day. Holidays will commence with the night shift on the prior day through the afternoon shift of the holiday with the exception of Christmas Eve Day which includes only the afternoon shift.

Section 2. Employees who are required to work on one of the above-named holidays shall receive pay for work at time **twice (2x)** the employee's regular rate of pay for that specific holiday.

Section 3. Employees can volunteer to work on holidays and such opportunities will be rotated among those volunteering, as equitably as possible, consistent with efficient operation of the Employer. If there are insufficient volunteers, the Employer may schedule employees to work holidays but any such scheduling shall be rotated among employees in each category so that working holidays are distributed as equitably as possible on all employees consistent with efficient operation of the Employer.

Section 4. Effective October 1, 2008, all Employees who have completed one (1) year of service shall receive their birthday off with pay or choose another day off during the same pay period with pay.

**ARTICLE 18  
CLASSIFICATION AND WAGE SCALES**

Section 1. The wage and salary schedule set forth in Appendix A, attached, shall be effective for full time and regular part time employees during the term of this contract, effective on October 1, 2016.

Section 2. If any classifications are added to the staff, excluding Registered Nurses, supervisory or confidential employees, those classifications will become subject to the terms and conditions set forth in this Agreement only as required under the National Labor Relations Act, and only after a decision by the National Labor Relations Board upon a unit clarification petition.

**ARTICLE 19  
PAID PERSONAL LEAVE**

Section 1. Full-time and part-time regularly scheduled employee shall be eligible to accrue paid personal leave (PPL) according to the following schedule:

First through second year: 0.03090 hour for each compensated hour of service;

Third through ninth year: 0.04950 hour for each compensated hour of service;

Tenth year: 0.06880 hour for each compensated hour of service.

**Twelfth year and over: 0.08850**

PPL Hours are calculated on a per pay period basis and may be used as they are accrued.

PPL may be used in two (2) hour increments for pre-approved appointments.

Section 2. Paid personal leave accrued in any given year that is not taken shall not accumulate year to year except up to **one hundred twenty (120)** hours of paid personal leave may be carried over to the next year with the Employer's approval.

Section 3. Management will make every reasonable effort to find all vacation replacement. A paid personal leave sign-up schedule shall be posted by January 15<sup>th</sup> of each year and will remain posted until March 1<sup>st</sup>. Paid personal leave shall be scheduled on a calendar year basis and shall be scheduled on the basis of seniority provided the more senior employee notified the Employer of his/her requested paid personal leave dates in writing prior to March 1<sup>st</sup> of each year. An employee whose paid leave request has been submitted and approved by March 1<sup>st</sup> shall not be required to find his/her own replacement as a condition of approval of the paid leave request. After March 1<sup>st</sup>, paid personal leave dates shall be scheduled on a first-come first-served basis without regard to seniority.

Paid personal leave shall, as far as possible, be granted for the period preferred by the employee, but should the granted time requested by the employee interfere with the operation and needs of the business, including but not limited to adequate patient care staffing, the Employer and



employee will mutually arrange a paid personal leave time as near as possible to the time desired by the employee that will not interfere with the operation of the business

The Employer reserves the right to make changes in paid personal leave periods when considered advisable for efficient operation.

Section 4. Personal Leave Pay. All personal leave pay shall be at the employee's straight-time rate of pay.

Section 5. After exhausting all accumulated PPL, employees may request additional time off as unpaid leave of absence. The employee is responsible to find their own eligible replacement for unpaid leave. If no eligible replacement is located, unpaid leave will not be approved, unless otherwise required by law or other provisions as provided for in this Agreement (i.e. Funeral leave, jury duty, medical leave, etc.)

An eligible replacement is defined as a current employee of Manor House-Memory Care that is trained to perform the duties of the position being replaced and an employee who is not placed into overtime because of the additional hours.

Section 6. Employees may take fifty percent (50%) of annual PPL accrual in a cash out, up to a maximum of forty (40) hours, limited to two (2) employees per pay period by seniority, provided the employee has the amount requested accrued. Employees must request the payout in writing the Wednesday prior to payday.

**Section 7. All Employees shall receive two (2) paid sick days. Full-time Employees shall receive one (1) floating Holiday.**

ARTICLE 20


**TERM OF AGREEMENT**

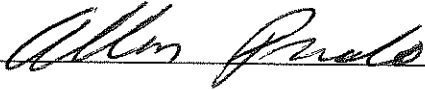
This Agreement shall take effect the 1<sup>st</sup> day of October, 2016 and continue to the 30<sup>th</sup> day of September, 2019 and thereafter from year to year unless written notice of desire to change, modify or terminate the Agreement is given by either party to the other party ninety (90) days prior to the annual date of expiration. An opener for the purpose of negotiating wages will be effective **October 1<sup>st</sup>, 2017 and again on October 1<sup>st</sup>, 2018**. During the openers, the No Strike/No Lockout provision will be waived.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

**VISTA PRAIRIE AT MANOR HOUSE, LLC  
D/B/A MANOR HOUSE-MEMORY CARE**

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

By 

By 

Its Director of HR

Its Union Representative

Date: 9/20/16

Date: 8-19-2016

**APPENDIX A**  
**MEMORY CARE WAGES**

**Wage Table One**

Effective October 1<sup>st</sup>, 2014 the Employee in Wage Table One shall receive \$14.42.

Wage Table One applies to the following employee:

Noble, Sandra

**Wage Table Two**

Years of Service	Effective 10/1/2016
Start	\$11.33
0.5	\$11.59
1	\$11.85
2	\$12.10
3	\$12.36
4	\$12.62


**\*All employees at top of scale and over shall receive a three percent (3%) increase**

Effective October 1<sup>st</sup>, 2010 Employees who work between the hours of 10:00 p.m. and 6:00 a.m. shall receive an additional fifty cents (\$0.50) per hour premium pay.

**VISTA PRAIRIE AT MANOR HOUSE, LLC  
D/B/A MANOR HOUSE-MEMORY CARE**

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

By 

By 

Its Director of HR

Its Union Representative

Date: 9/20/16

Date: 9-26-16