

# GRAND VILLAGE

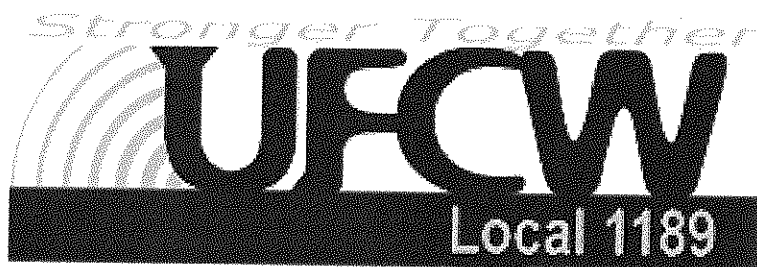
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Effective  
**01/01/2020 – 12/31/2022**

**\*Wage & Benefit Re-Opener 10/1/2020**

**\*Wage & Benefit Re-Opener 10/1/2021**

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

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UNITED FOOD AND COMMERCIAL WORKERS UNION,  
LOCAL #1189  
HOSPITAL AND NURSING HOME DIVISION

AND

ITASCA NURSING HOME BOARD  
For  
ITASCA NURSING HOME  
DBA  
GRAND VILLAGE

**January 1, 2020 through December 31, 2022**

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## **ARTICLE 1    AGREEMENT**

WHEREAS, the United Food and Commercial Workers Union, Local #1189, and the Itasca Nursing Home Board, hereinafter referred to as the Employer, desires to adopt as matter of voluntary policy the following Agreement:

WHEREAS, the Employer has conferred with the representatives of the United Food and Commercial Workers Union, Local #1189, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the Union, with respect to said policies and practices:

NOW, THEREFORE, BE IT RESOLVED that the Employer, to make said policy effective adopts the following rules regarding employees excluding: Registered Nurses, supervisory and confidential employees. The current exempted positions include: the Administrator, Director of Nursing Service, Recreational Therapy Director/Volunteer Coordinator, Social Service Director, Director of Support Services, Business Office Manager, Clinical Care Managers, Social Service Designee, Financial Specialist, Confidential Secretary, Human Resources, Staffing/Scheduling Assistant, Accounts Payable/Payroll, Health Information Coordinator, QI Nurse and Administrative Assistant.

## **ARTICLE 2    RECOGNITION CLAUSE**

**Section 1**    The Employer hereby grants formal recognition to the United Food and Commercial Workers Union , Local #1189, hereinafter referred to as the Union, as the bargaining agent for all employees covered by this Agreement. The Union shall be the duly authorized representative for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment, and it is the policy of the Employer that, during the duration of this Agreement, the Employer will not enter into any agreement, promulgate any resolution, or bargain individually or collectively with any employee, which in any way conflicts with the terms and conditions of this Agreement, or with the role of the Union as bargaining agent for such employees, except as may be required by the laws of the State of Minnesota. It is agreed and understood that the Employer and the Union are bound by the terms of Minnesota Statutes, section 363.073 of the Minnesota Human Rights Act and are committed to non-discrimination and to take affirmative action to employ and advance in employment physically and mentally disabled individuals. No discrimination shall be exercised against any employee because of Union membership or because of race, color, creed, sex, sexual orientation, religious or political belief.

**Section 2**    A Union Representative will be given fifteen (15) minutes at new staff orientation.

## **ARTICLE 3    UNION SECURITY**

**Section 1**    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.

**Section 2** The deduction of the Union dues shall be made each pay period and shall be promptly forwarded to the Union after such deduction is made. In the event no wages are due the employee or if 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 shall by mutual agreement be authorized to alter or amend the functional procedures of this section if necessary.

**Section 3** 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.

## **ARTICLE 4 HOURS OF WORK**

**Section 1** The work week is defined as Sunday day shift to Saturday night shift. A weekend is defined as Friday night shift through Sunday afternoon shift. The normal hours of full-time work shall be eight (8) per day and eighty (80) in each two (2) week period. All hours worked in excess of eight (8) per day (workday commences with day shift and ends with midnight shift) or eighty (80) hours in a pay period shall be considered overtime and shall be compensated for at time and one-half (1½) rate. An employee may mutually agree with the employer to work a forty (40) hour work week in a seven (7) day period. Employees opting to work the forty (40) hour work week shall sign an agreement which will be reviewed annually on the employee's date of hire. Hours paid for accumulative PTO, in lieu of taking time off, shall not be construed as paid hours for this purpose. Whenever possible, an employee shall be scheduled for a work week of five (5) consecutive days, but in no event more than seven (7) days consecutively, except in an emergency. Employees scheduled more than seven (7) consecutive days shall be paid time and one-half (1½) for days past seven (7). This provision shall apply only to scheduled days of four (4) or more hours. The Employer will attempt to schedule employees no less than four (4) hours.

**Section 2** If an employee has a complaint regarding work schedules, the matter will be subject to grievance procedure as outlined in Article 12, but not subject to arbitration.

### **Section 3 Work Schedule Posting**

- A. The Employer will post final schedules on the Bulletin board in the break room.
- B. The Employer will attempt to schedule more senior part-time employees to the same or more hours than less senior employees

within a two (2) week pay period unless the more senior employee has placed restrictions on time available to work.

C. The following time schedule will be utilized:

1. All requests for holidays, PTO, etc., will be given to the appropriate supervisor no later than 4:30 p.m. on the Wednesday before schedule posting.
2. The schedule will be posted no later than 4:30 p.m. on the Tuesday before the effective date of the schedule.
3. Employees who feel that less senior employees have been given more hours must report the problem and request an adjustment in the schedule no later than 4:30 p.m. on the Thursday after posting. Changes made by the Employer after 4:30 p.m. on Thursday other than those necessary to correct issues reported under this paragraph, shall be according to the call back procedure.

**Section 4** When an employee who is scheduled to work does not report to duty, the management shall make every reasonable effort to replace him/her by calling out an employee who is scheduled off for that day, as per the callback procedure. An employee called out to work on their day off in accordance with the terms of this provision shall be compensated for his/her their work that day at straight time, unless the employee has already worked eight (8) hours that day or works eighty (80) hours in that pay period, at which time they will be compensated at the rate of time and one-half (1½), subject to Article 4 Section 1. Compensation for such callbacks shall commence from time of employee punching in. No person having permanent or temporary work restrictions will be allowed to work beyond their restrictions, not to include in-service time.

**Section 5** The Employer agrees that split-shift work will not be scheduled for employees of any department without agreement of the scheduled employee and the union.

**Section 6** Each employee shall be granted two (2) fifteen (15) minute rest periods in each eight (8) hour work period or one (1) fifteen (15) minute rest period in each four (4) hour work period.

**Section 7** Any employee reporting for work at their regular scheduled starting time who has not been previously notified not to report for work shall receive a minimum of four (4) hours work that day or four (4) hours straight time in lieu thereof. An employee called out within one (1) hour of the start of an eight (8) hour shift shall be given a full eight (8) hours of work or eight (8) hours of pay in lieu thereof. A full-time employee called out to work on their day off shall be compensated for their work that day at the rate of time and one-half (1½), subject to Article 4 Section 1, and shall not be required to stay home on another scheduled work day.

**Section 8** The Employer will arrange work schedules so that full-time employees will not have less than two (2) consecutive rest days between work

schedules and two (2) shifts off between scheduled shifts of work, unless otherwise requested or agreed upon by the employee.

**Section 9** Education Days - One (1) paid education day per calendar year shall be available to LPN's working an average of twenty-four (24) or more hours per week who have completed their initial probationary period. The education day shall be used to attend pre-approved job related workshops or seminars that provide CEU's accepted by the Board of Nursing toward LPN license renewal requirements. Verification of the same shall be provided to the business office. Time paid for this purpose shall not exceed eight (8) hours and does not count toward overtime or apply to Article 4, Section 1, regarding days past seven (7) in a row. Education days shall be requested within departmental scheduling guidelines.

## **ARTICLE 5 HOLIDAY PROVISIONS**

**Section 1** All employees shall receive the following paid holidays, subject to sections 2, 3 and 4: New Year's Day, **Easter Sunday**, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

For the purpose of holiday pay application to the night shift, the shift eligible for holiday pay will be the shift that begins on or about 11:00 p.m. the evening proceeding the holiday.

**Section 2** Full-time employees who are required to work on any of the holidays shall receive an additional day and one-half (1½) pay for all scheduled hours worked on that day. On three (3) scheduled holidays per year, however, full-time employees may elect to add twelve (12) hours to their PTO accrual in lieu of the extra day and one-half (1-1/2) pay for the scheduled hours worked. Full-time employees (employees regularly scheduled to work at least 10 shifts per pay-period) who do not work on a holiday shall receive eight (8) hours of regular non-overtime pay.

**Section 3** Part-time employees shall be paid two and one-half (2½) times pay if they work a holiday. If not worked, no holiday pay is due them.

**Section 4** Employees shall be paid at the holiday rate of pay for all hours worked on any of the listed holidays.

**Section 5** Employees may request off a maximum of four (4) scheduled holidays per year, based on seniority.

## **ARTICLE 6 PAID TIME OFF (PTO)**

**Section 1** Paid time off (PTO) is important to maintaining a balanced life. Recognizing this, the Employer and UFCW Local #1189 have negotiated a PTO program with paid time off that may be used for a variety of reasons including vacations, illness, and personal time.

PTO may be used for vacation, personal time, or if the employee is unable



to work due to illness, injury, or other medical condition. PTO may be used as part of a medical leave or sick child care leave and as otherwise required by applicable law. PTO may also be used for routine dental or medical appointments. Employees may not borrow against future or anticipated PTO eligibility.

Although Employees begin to accrue PTO upon date of hire. Employees are not eligible to use accrued PTO until after completing six (6) months of service.

Employees are generally eligible to receive PTO at their regular rate of pay based on their length of service with the Employer. PTO is based on regular hours worked, holidays, and other paid time off. Unpaid time off, on-call and overtime hours are not used to compute PTO. PTO eligibility is as follows:

**Section 2** Accruals (number of hours paid multiplied x accrual factor = PTO hours earned)

Years of Service	Accrual Factor (based on 2080 hrs.)	PTO Hours
.5 to 2 years	.0423	88
2 to 5 years	.0731	152
5 to 10 years	.0923	192
10 to 15 years	.1116	232
15 to 20 years	.1347	280
20+ years	.1500	312

**(These accruals include personal days)**

**Section 3** Employees are permitted to accrue up to three hundred (300) hours of their PTO.

Employees who have completed the probationary period and who terminate employment at the Nursing Home with proper notice will be paid all unused accrued PTO. Proper notice shall be defined as **fourteen (14) days**. The employee must work all scheduled shifts during the notice period. An employee discharged for cause shall forfeit all PTO. Any employee unable to give proper notice due to a hardship may request in writing an exemption from the Administrator.

Any accrued unused PTO or EIB above eighty (80) hours must be used for FMLA or other leaves provided for by State and Federal regulations.

Employees who are unable to request PTO in advance are required to personally notify their supervisor according to the Attendance/Tardiness policy.

**Section 4** PTO 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 their requested PTO dates in writing prior to **March 1**, and has PTO time available to use. After **March 1**, PTO dates shall be scheduled on a first come, first serve basis without regard to seniority. PTO seniority shall be asserted in order of seniority within the job class. Needs of the facility shall govern the use of PTO.

## **ARTICLE 7 INCOME PROTECTIONS**

### **A. Extended Illness Bank/Short term Disability**

- Section 1** The Employer provides paid Extended Illness Bank (EIB) for employees and their children in instances where a medical condition requires an absence from work for more than three (3) days. Employees are eligible for EIB after six (6) months of service. The EIB accrual rate is .0231 per hour paid up to 80 hours per pay period.
- Section 2** Employees are permitted to accrue and carry over a maximum of 400 hours of EIB. Employees are not able to cash out their EIB for any reason.
- Section 3** Eligible employees can access their EIB plan on the fourth (4<sup>th</sup>) day of illness; the first three (3) days of an employee's illness will be paid from their PTO bank if hours are available. In the event that an employee, spouse, minor or dependent child, is admitted to the hospital, the employee immediately accesses the EIB plan. The employer requires sufficient documentation to access EIB Hours.  
Accrued unused PTO above eighty (80) hours or EIB use is required for FMLA or other leaves provided for by State and Federal regulations.
- Section 4** Extended illness leaves will be used for illness of employee, spouse, or minor children only for such reasonable periods as the employee's attendance with the ill spouse or child may be necessary. This provision shall apply to a "dependent child" and shall not apply to children upon the child reaching their eighteenth (18) birthday except where the child is and continues to be incapable of self-sustaining employment, and is chiefly dependent upon the employee for support and maintenance due to a physical, or mental handicap. Proof of dependence will be provided to the employer by the employee within thirty-one (31) days of the limiting age and subsequently on an annual basis.
- Section 5** Employees who accrue four hundred (400) hours of EIB will be eligible for short term disability insurance. Upon reaching the four hundred (400) hour eligibility level, the employee will remain eligible regardless of their EIB balance.
- Section 6** Every six (6) months, on March 1, and September 1, the Employer shall post the accumulative EIB balance that each employee has earned. The employer shall not be required to post the balances of the named accruals if the accrual balances are shown on the employee's paycheck stub on at least every six (6) months.

## B. Workers Compensation

**Section 1** Employees injured on the job shall be paid by the employer for any part of the day in which the injury occurs, providing medical documentation is provided. If the injury is not serious, the employee must return to work upon leaving the doctor's office. In no instance shall the Employer be obligated to pay an employee for more than eight (8) hours.

**Section 2** Employees who have suffered work related injuries and are receiving workers compensation may return to work and be assigned temporary alternative duties pending their return to normal duties. A transitional duty position is created to allow an injured employee to temporarily perform alternative duties, or work alternative schedules.

This "transitional duty" shall be compensated at the employees' current rate of pay. The transitional duty shall not extend the leave of absence limitation provided in Article 14 Section 2 of the Collective Bargaining Agreement to affect the employee's right to return to the job previously held or to a comparable job as provided in Article 14 of the Collective Bargaining Agreement.

## ARTICLE 8 EMPLOYEES INSURANCE PROGRAM

Employer will provide a health insurance plan that is mutually agreed upon by Union and Employer. The employer shall pay for eighty percent (80%) of the premium cost for employees who elect single coverage and sixty percent (60%) of the premium cost for employees who elect family coverage. **In addition, in the 2020 plan year the Employer will contribute into a Health Savings Account (HSA) fifty percent (50%) of the single or family deductible, or the employee may elect to use the Employer HSA contribution to lower their premium deductions.** No HSA contributions shall be made for employees who do not elect coverage through the Employer.

**Section 1** Eligibility: It is hereby agreed to between the Union and the Employer that all regular full and part-time employees who are regularly scheduled to work thirty (30) or more hours per week shall be eligible for health insurance on the first of the month following sixty (60) days of employment or of a status change into a position that will be regularly scheduled to work thirty (30) or more hours per week.

The Employer will establish a look back period of twelve (12) months for the purpose of determining whether part time employees have averaged thirty (30) or more hours per week during that period, which shall establish eligibility for the next plan year.

1a. All permanent employees, enrolled in the employer's health insurance as of September 22, 1997 and continue enrollment without interruption, who work an average of twenty-four (24) hours per week for a period of twenty-six (26) consecutive weeks shall be eligible for said insurance coverage. A list of employees meeting this criteria will be kept in the business office and an updated list will be given to the Union yearly.

**Section 2** Authorized EIB leave and authorized PTO time shall be counted as working times for such eligibility. Authorized leaves of absence for thirty (30) days or less shall be counted as working time for such eligibility.

**Section 3** Employees **shall** become eligible for said insurance coverage as soon as they have met the foregoing requirements.

**Section 4** Employees in permanent positions but not yet eligible for employer contributions may be covered by said insurance provided they are accepted by the insurance company and provided such employees pay the entire amount of the premiums themselves. Such premiums for hospital, medical and life insurance paid entirely by such employees may be deducted from payrolls if the insurance company so requires and if the employees give appropriate authorization.

**Section 5** Employees who have lost eligibility may regain such eligibility by again meeting the foregoing requirements, except that regular employees who are temporarily laid off for more than thirty (30) days or who are on authorized leave of absence of more than thirty (30) days may continue their insurance coverage by paying the full amount of the premiums themselves during the period of such layoff or leave of absence. Upon returning to work, such employee need not re-establish eligibility. Employer contributions for employees which become eligible in the future or upon returning from layoff or leaves of absence will start with the month following the attaining of such eligibility or such return to work.

**Section 6** Employees who leave employment must have worked at least eighty (80) hours during the calendar month during which such employment termination becomes effective in order to be eligible for such employer contributions for the next succeeding calendar month. Employees returning to work after authorized leave of absence without pay shall be required to work at least eighty (80) hours during the calendar month in which such employees return to work in order to be eligible for such employer contributions for the next succeeding calendar month. Legal holidays and authorized PTO time shall be considered such days so worked.

Employees who voluntarily terminated such employment without due notice to the department head, unless such termination without notice is approved by the department head, shall forfeit all rights to such employer contributions forthwith. Employees who are discharged for cause shall forfeit all rights to such employer contributions forthwith.

**Section 7** The Employer will continue to provide group life insurance, for each eligible employee, in the amount of five thousand (\$5,000), plus five thousand dollars (\$5,000) in the event of accidental death or dismemberment, for each eligible employee as outlined in the contract

with the life insurance policy provider. Retirees will receive a paid up one-thousand five hundred dollars (\$1,500) certificate as outlined in the contract with the life insurance policy provider, with no premium charge to Employer or employee. Any change in the premium will be shared equally by the employee and the employer at fifty percent (50%) each.

**Section 8** The employer will continue to provide group health and medical coverage for each eligible employee. This coverage will be provided to full time employees or part time employees hired before January 1, 1985 with the conditions listed. Any change in the premiums listed will be shared equally by the employee and the employer at fifty percent (50%) each.

**Section 9** The employer will continue to provide either single or family dental insurance for each eligible employee. Eligibility for the dental plan is based on county-wide enrollment. This coverage will be provided to full time employees or part time employees hired before January 1, 1985 with the conditions listed. Any change in the premiums listed will be shared equally by the employee and the employer at fifty percent (50%) each.

**Section 10** Upon proper application and written authorization from the employee, the employee's share of the hospital and medical coverage shall be deducted from their salary incorporated on the payroll records and submitted and transmitted to the insuring companies.

**Section 11** Part-time employees hired after January 1, 1985 who have worked, or have been compensated for, an average of at least **thirty (30)** hours per week in the **lookback period** shall receive insurance benefits.

**Section 12** Hospitalization: In the event that the level of benefits provided by the existing provider are modified downward, the parties agree that within thirty (30) calendar days of notification of change, Article 8, Employees Insurance Program, may be reopened by either signatory party hereto for the purposes of negotiations on the effect of such change. The absence of such reopening shall constitute acceptance of the change and/or changes.

**Section 13** A Labor-Management Committee shall work in cooperation with the proposed – Insurance Advisory Committee. There shall be two (2) representatives from the UFCW # 1189 group on the Insurance Advisory Committee.

In addition to the **Insurance Advisory** committee, the parties have agreed to establish an in-house insurance benefit/cost analysis committee with a specific charge to attempt to find methods to contain total insurance costs to the benefit of both parties.

## **ARTICLE 9 ELIGIBILITY OF RETIRED EMPLOYEES**

**Section 1** (Eligibility) Employees who meet all the qualifications listed shall be

eligible for retiree hospitalization and health insurance coverage upon retirement:

1. Hired by the Employer before July 1, 1994, and continuously employed until retirement.
2. Have completed the minimum of fifteen (15) calendar years of service with the Employer.
3. Have participated in the Employer's health care insurance program for a minimum of fifteen years prior to retirement. The fifteen (15) years of participation in the health care insurance program does not need to be immediately prior to retirement.
4. Must meet the requirements of the insurance company for participation in the Employer's health care insurance program.

**Section 2** (Early retirement) Employees who meet all the qualifications of Section 1, and who have reached the retirement age acceptable to PERA and who retire, shall continue to be eligible for the hospitalization and medical insurance program as may be covering employees of the Nursing Home at the time of retirement.

- 2a. All such employees who have accumulated EIB leave to their credit at the time of retirement shall be credited with an amount equivalent to the current cash value of their unused accumulation of EIB leave. This amount shall be placed in a special fund for the sole purpose of providing continuation of the retiree's county hospitalization and medical insurance coverage. Such coverage shall be continued until the retiree's fund is exhausted, but in no event shall exceed ten (10) years. The aforementioned coverage shall cease upon the death of the retiree and the balance of their fund shall be returned to the general fund of the Nursing Home.
- 2b. The entire premium for continued insurance under Section 1 shall be paid from the aforementioned employee's special fund. The balance of accumulated EIB leave days of the employee at the time of retirement shall be determined from the payroll records of the Employer. The money value of accumulated EIB leave shall be determined by multiplying the number of days of the unused EIB leave by the wage or salary rate per day paid to the employee at the time of their retirement. The Employer agrees to set up the special fund of the retiree from the payroll records and to carry out the necessary administrative procedures to provide said insurance for the retired employee in accordance with this Agreement.
- 2c. Upon reaching eligibility for benefits under Medicare such employees shall be converted to the current supplemental insurance coverage in effect for retired employees. Such coverage shall continue to be subject to the other provisions of Section 2.

**Section 3** (Retirement at age sixty-five (65) and over) Employees of the Nursing Home who meet all the qualifications of Section 1, and who are eligible for the benefits under any public employee retirement act or entitled to benefits under the federal Social Security Act (Medicare Provisions) and are eligible and enrolled in the Nursing Home's insurance program and who retire shall become eligible for the supplemental insurance coverage now in effect for retired employees.

3a. The Employer agrees to provide for each retiree and their dependents, who are entitled to federal Social Security Medicare, a supplemental hospital medical insurance coverage provided for by Blue Cross Blue Shield. Such supplemental coverage shall be that area of hospital medical benefits not provided for under the federal Social Security Medicare Program. The Employer agrees to pay one-half (½) the employee coverage premium, and the employee will be responsible for the other one-half (½) of the employee's coverage premium, and in addition, the employee will be solely responsible for any dependent coverage premium.

Any portion of the premium for such insurance program that may be the obligation of the retiree will be paid for by the Employer from the accumulated EIB leave fund pursuant to Section 2 or by the retired employee in the event that they have no EIB leave accumulated. Such arrangements shall cease in accordance with COBRA laws in effect.

**Section 4** (Disability Retirement) Employees with a minimum of five (5) years ten-thousand four-hundred (10,400 hours) service with the Nursing Home whose services are terminated due to total permanent disability, shall be eligible to be covered by the then existing hospitalization medical insurance program covering employees of the Nursing Home. The entire cost of such disabled employee insurance program shall be paid from the employee's accumulated EIB leave bank, pursuant to Section 1, and shall continue to be paid until such fund is exhausted or upon the death of the disabled person.

**Section 5** (Limit of Cost) The employer contribution under Section 1, 2, 3, and 4 shall not exceed three-thousand six-hundred dollars (\$3,600.00) per year. The limit includes contributions from the retiree's special fund.

**Section 6** As per Minn. Stat. Sect. 179A.20, Subd. 2a (1988) retiree health insurance benefits will terminate on September 30, 2016.

## **ARTICLE 10 SENIORITY**

**Section 1** Seniority is defined as the total length of continuous employment with the Employer. Seniority shall be granted to all non-casual employees who have completed their probationary period.

- Section 2** Employees shall be probationary employees for the first five hundred twenty (520) hours worked. The employer may discharge or discipline an employee during said period and such action shall not be subject to the grievance procedure.
- Section 3** Layoff shall be accomplished by inverse seniority in the classification affected. Employees shall receive no less than **one full pay period** of notice of layoff.
- Section 4** Recall from layoff shall be in order of seniority. An employee shall retain recall for one (1) year following layoff at which time all rights to employment shall terminate.
- Section 5** Reduction of hours due to "low census" shall be accomplished in the following manner:
1. The Director of Nursing or Management Designee will determine low census needs based on four (4) seniority lists (RN, LPN, NAR and TMA) and community care needs.
  2. Overtime
    - a. Ask employees who are on overtime, in seniority order, if they want to volunteer.
    - b. If there are employees on overtime and nobody volunteers, then start cancelling overtime shifts or sending overtime employees home in reverse order of seniority.
  3. Straight time (i.e. After overtime shifts considered)
    - a. Ask employees not on overtime, in seniority order, if they want to volunteer.
    - b. If there are no volunteers, then start cancelling shifts or sending employees home in reverse order of seniority.
  4. Employer will make a documented attempt to give employees at least two (2) hours' notice prior to the start of the shift being reduced due to low census. (Article 4, Section 7 does not apply when low census is being implemented.)
  5. Any available hours shall be first offered to employees who have had a reduction in hours in the current pay period in order for them to recoup their in recouping hours; additional hours will be added by following the callback procedure.
- Section 6** In cases of transfer from one (1) classification of work to another, employees involved in the transfer shall not lose seniority standing for the purpose of benefit accrual and vacation requests. Seniority for the purpose of scheduling shall be determined by the start date in the new position.
- Section 7** A seniority list shall be presented to the Union upon request of its officers.
- Section 8** Notice of all vacancies and newly created positions will be posted on the employee bulletin board and the employees shall be given seven (7) days time in which to make application to fill said vacancy or new position. Positions shall be filled on the basis of qualifications, ability and **job performance**; when these are relatively equal, seniority shall govern. In



the event the Union does not concur in the determination, the applicant shall have the right to appeal through the normal grievance procedure. Nursing Assistants who successfully bid on a vacant posting ("slot") must remain in that posting for a period of at least ninety (90) days before bidding on another posting, unless approved by management.

**Section 9** If an employee is transferred from one (1) classification to another, the employee shall have the option of returning to their original classification within thirty (30) days of the transfer. The employee may apply for a transfer to fill a vacancy or new position only once each year without permission of the management.

The Employer may return a transferred or promoted employee to their original classification within ninety (90) days of the transfer if the Employer determines that the employee will not be satisfactory in the new position. The employee may grieve such determination.

**Section 10** Full-time employees whose average quarterly hours fall below eighty (80) hours per pay period will lose their full-time benefit levels. If, during the next consecutive quarter the employee averages eighty (80) hours or more per pay period their full-time benefit level will be reinstated. If the quarterly average falls below eighty (80) hours per pay period for two (2) consecutive quarters the employee will permanently forfeit their full-time posting (drop to a part-time posting). This full-time posting will be reposted at that time. (Employees who voluntarily reduce their hours due to "low census" shall not lose their full-time benefit level or their full-time status.)

## **ARTICLE 11 DISCIPLINES/DISCHARGES**

**Section 1** The Employer shall not discharge nor suspend any employee without just cause. In respect to discharge, the Employer shall give at least one (1) warning notice of the complaint against such employee to the employee in writing and a copy of the same to the Union. No warning notice need be given to an employee who is discharged if the cause for discharge is theft, dishonesty, drunkenness, drinking on the job, resident abuse, the illegal use of drugs, the loss of a required license or other required credentials, conduct which endangers resident or employee safety or well-being, or insubordination. In addition, no warning notice need be given in the instance of suspension which is defined as a removal from the payroll for a period of time with the right to be reinstated without loss of seniority at the end of said period of time. 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 must be by proper written notice to the employee and union affected. An appeal from a discharge or suspension shall be processed in accordance with the grievance procedure. Employees discharged for cause shall forfeit all PTO.

**Section 2** When an employee is disciplined, management will offer Union representation. The discipline form will include an offer of Union representation and must be signed off by the employee.

## ARTICLE 12 GRIEVANCE PROCEDURE

**Section 1** A grievance shall be defined as a dispute between the Union and the Employer concerning the application or interpretation of a specific provision of the contract.

**Section 2** Grievances shall be processed in accordance with the following schedule:

**Step 1 Informal:** When an employee feels that the contract is not being correctly followed by the Employer, their first step is to discuss the matter informally with their supervisor stating the problem and the proposed remedy. An employee may include the Union steward at this step.

**Step 2 Formal:** If no satisfactory resolution can be reached at Step 1, the Union may file in writing a formal written grievance with the Administrator. The grievance shall set forth the issue, the section or sections of the contract which are claimed to be violated and a proposed remedy. Such grievance must be filed within ten (10) working days of the occurrence which gave rise to the grievance. The Administrator shall within ten (10) working days of receipt of the written grievance respond to the grievance or request that a meeting be held with the Union. The Administrator shall have five (5) working days to respond to the grievance following the close of the requested meeting.

**Step 3 Nursing Home Board:** If the Union feels that the grievance is not satisfactorily resolved at Step 2 it may appeal the Step 2 response to the Nursing Home Board. Such appeal must be made in writing no more than ten (10) working days after the Step 2 response.

The Nursing Home Board or its designee shall hear the grievance at the soonest conveniently scheduled meeting and shall respond to the grievance within five (5) working days.

**Step 4: Mediation:** By mutual agreement the parties may petition the Federal Mediation and Conciliation Service for a non-binding mediation of the grievance. This may be done at any time after the Step 2 response up until the day of arbitration.

**Step 5 Arbitration:** If the grievance is not settled in accordance with the foregoing procedure, the employee and Union may refer the grievance to arbitration within ten (10) working days after the Union's receipt of the Employer's written answer in Step 3. The selection of the arbitrator shall be made from a list of five (5) neutrals obtained from the Bureau of Mediation Services. If the parties are unable to agree on an arbitrator they shall alternately strike arbitrators from the list until one name remains. The party responsible for the first strike shall be determined by flipping a coin. The arbitrator shall hear the grievances at a scheduled meeting subject to the availability of the Employer and the Union representatives. The arbitrator shall notify the Union

representative, and the employer of their decision within thirty

(30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions 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(s) 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 decision shall be binding on both the Employer and the Union, and shall be based solely upon the express terms of this Agreement and on the facts of the grievance presented.

**Section 3** If a grievance is not presented within the time limits set forth, 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 or an appeal thereof within the specified time limits, the employee and the Union shall elect to treat the grievance as denied at that step and may immediately appeal the grievance to the next step. The time limit on each step may be extended by mutual written agreement of the Employer and Union representatives involved in each step. Working days shall be defined as Monday through Friday, excluding legal holidays.

**Section 4** The grievance procedure contained in this Agreement is the sole and exclusive means of resolving all grievances arising under this Agreement.

**Section 5** At any step in this Grievance Procedure, the Executive Board of the Local Union shall have the final authority in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty, or dispute further, if in the judgment of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement to the satisfaction of the Union Executive Board.

## **ARTICLE 13 CLASSIFICATION AND PAY SCALES**

**Section 1** The wage and salary scheduled under Appendix A shall be effective

during the term of this contract.

- Section 2** If any classifications are added to the staff, excluding Registered Nurses, supervisory or confidential employees, the Employer will establish the classification and the rate of pay subject to grievance procedure and proper notification of the Union and proper posting within thirty (30) days.
- Section 3** An employee temporarily assigned for four (4) consecutive hours or more to a higher classification shall be compensated at the rate of pay for that classification.
- Section 4** The salary of an employee who is transferred from one (1) position to another in the same or lower salary grade shall be based on the same step in the pay scale based on the employee's in-house seniority date, plus any longevity pay if applicable.
- Section 5** The salary of an employee who is granted a posting to a higher classification shall be based on the same step in the pay scale based on the employee's in-house seniority date, plus any longevity pay if applicable.
- Section 6** The anniversary date of employees who have transferred to another position under section 4 or 5 for the purpose of future length of service pay adjustments, shall be the in-house seniority date, however departmental seniority will be the date of the transfer.
- Section 7** Employees who work as a TMA and a NAR shall hold seniority in each job title. Seniority date in each job title shall be the date actually scheduled in that job. (This section pertains to scheduling only.)
- Section 8** Employees who work as both a TMA and NAR, when taking PTO, pay will be calculated on an average of their wage from the previous six (6) pay periods. (Example: dollars paid in the previous six (6) pay periods divided by hours paid in the previous six (6) pay periods.)
- Section 9** Longevity Pay - Longevity Payments will be paid in the amount of fifteen cents \$0.15 for every year above the "After 8" that the employee works in a position, and \$0.25 starting with After 25 years. This paragraph is intended to prevent an employee from having any applicable longevity payment factored into the employee's new base salary and then being eligible to receive the same longevity payment in addition to the new base salary. These longevity payments shall not be used in granting credit for prior in-house experience or placing an employee at a new base salary pursuant to Article 13, Sections 4 and 5. Employees who are moved pursuant to these sections shall have their base salary in their former position calculated without considering any applicable longevity payments. After employees move to their new position pursuant to these sections and have a base salary established for the new position, they shall be entitled to continue to receive any applicable longevity payments.
- Section 10** The Employer will recognize previous experience. Employees will be credited with one (1) year of service less than the employee's actual years of previous

experience up to a maximum of **eight (8)** years on the wage scale, based on two thousand and eighty (2080) compensated hours per year.

**All new employees must provide proof of previous service within thirty (30) days of beginning employment in order to receive retroactive experience credit back to their start date. There will be no retroactive pay if proof is not furnish within thirty (30) days of their start date.**

Examples:     2 years experience = 1 year on wage scale.  
                  3 years experience = 2 years on wage scale.  
                  4 years experience = 3 years on wage scale.  
                  5 years experience = 4 years on wage scale.  
                  6 years experience = 5 years on wage scale.

**Section 11** In-charge pay for LPN's shall be an allowance per hour over the applicable wage rate of **three dollars (\$3.00)** per hour. In charge pay will be paid only in the absence of a regularly scheduled Registered Nurse not to include the Director of Nursing Service. For the purpose of determining who shall be designated as in charge, the following procedure is followed:

1. If an RN is on duty, they shall be designated as in charge unless they are orienting, and
2. If no RN is on duty, or the RN on duty is orienting, the LPN **that is qualified and volunteered to work as charge will be designated as charge. If more than 1 LPN has volunteered for a shift as charge seniority will prevail. If there are no volunteers the Employer may assign the least senior qualified LPN.**

**Section 12** A Maintenance and Activities Designee shall receive an additional one dollar (\$1.00) per hour when their direct supervisor is gone five (5) consecutive days or more.

**Section 13** Definitions:

ORIENTATION:     Classroom time and the time period a new staff shadows another employee.

TRAINING:         Time a staff works hands on with a direct assignment of another staff.

IN-SERVICE:       Time an employee spends on education and upgrading skills required by the facility.

**Section 14** The payroll records of an employee shall be open to inspection by the affected employees and by the authorized representative of the Union at such reasonable times as will enable the parties to determine whether or not the provisions of the Agreement are being complied with.

# ARTICLE 14 LEAVES OF ABSENCE

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

**Section 1** Grand Village may grant employees a leave of absence for a period of up to six (6) months, renewable upon request for a maximum of one (1) year, provided that once each month after one (1) month the employee notifies the Union and the Employer of their whereabouts and status.

**Section 2** Employees shall be entitled to written leaves of absence as provided under state and federal laws, as set forth in the Grand Village Employee Handbook.

### Section 3 Bereavement Leave

Full time and Part time employees are entitled to paid time off to plan and/or attend the memorial services of a spouse, child, parent, sibling, grandparent, grandchild, or the in-law or step version of the above.

Up to one (1) normally scheduled work day without pay	Up to three (3) consecutive normally scheduled work days off with up to eight (8) hours of straight-time pay per day  One additional consecutively scheduled workday without pay.	Up to four (4) consecutive normally scheduled work days with up to eight (8) hours of straight-time pay per day  One additional consecutively scheduled workday without pay.
Employees loved one	Sibling/in-laws/step Parents/in-laws/step Grandparents/in-laws/step Grandchildren/in-laws/step Legal Guardian Any relative residing with the employee or with whom the employee resides	Spouse Child/step Significant other Son-in-law/Daughter-in-law/Step

\*Employer will find replacement during bereavement leave

Definition of significant other: Any person who resides with the employee in a spousal relationship. The significant other must be designated to the Employer at the time of hire and may be changed on an employee's anniversary date. The significant other must be designated in the employee's personnel file.

Documentation: Employee will need to request bereavement hours on their time card and may be required to provide additional documentation.

## **Section 4 Jury Duty**

Upon completion of their initial probationary period, employees called for jury duty are paid the difference between their regular pay and jury pay not to exceed the employee's scheduled work hours during jury duty, provided the employee works as scheduled when not on active jury duty.

Documentation: Employee will need to provide a copy of their jury summons; record of time actually assigned to a case and endorsed jury duty check.

## **ARTICLE 15 GENERAL PROVISIONS**

**Section 1** It is stated as a matter of policy by the Employer that insofar as practicable, consistent with the proper maintenance of operations of the facility, the Employer will endeavor to maintain a ratio of not more than one (1) part-time employee to each full-time employee on a departmental basis, and that as full-time positions on the staff of the Nursing Home become vacated by resignation, or otherwise, such vacancies shall be filled by full time employees. A ratio of not more than one and one-half (1½) part-time employee to each full-time shall be the goal for nursing assistants.

**Section 2** Management Rights. Except as specifically abridged by an express provision of this Agreement, nothing in this Agreement shall be interpreted as interfering in any way with Grand Village's right to determine and direct the policies, work rules, modes and methods of providing resident care; to decide the number of employees that may be assigned to any shift or position (so long as such assignment is not arbitrary or capricious), or the equipment or methods to be employed in the performance of such work; to determine appropriate staff levels and/or to utilize temporary employees to supplement staff levels, to determine the number, location, and types of facilities; to select hire and train employees, and to discipline and discharge for just cause; to adopt, amend, and change, or rescind reasonable work rules; and to determine the start and stop times of any shift, provided the employer provides fourteen (14) day's advance notice to the employees and to the union of such change in shift hours. The parties shall meet again three (3) months following the implementation of the new start and stop time and review the schedule change. At that time, management will make a determination whether to continue the change in start and stop times.

**Section 3** The Union shall be permitted to use bulletin boards for the posting of notices of meetings and other related activity. Postings shall be restricted to designated bulletin boards.

**Section 4** For purposes of lobbying efforts on behalf of nursing homes and their reimbursement systems, the Employer agrees to allow up to five hundred dollars (\$500.00) annually for UFCW employees to attend such efforts.

**Section 5** A copy of new employment policies or changes in employment policies will be given to the Union seven (7) days before the policy takes affect unless otherwise agreed to by the Union and Employer or dictated by law or regulation.

**Section 6** The Employer will notify UFCW Local #1189 with a form to request approval prior to the use of a volunteer. The request form will include:

- Name of volunteer
- Name of supporting Agency
- Length of service (if possible)
- List of job duties performed while at Grand Village

The Employer need not notify UFCW Local #1189 of student interns or auxiliary volunteers.

## **ARTICLE 16 SEPARABILITY CLAUSE**

**Section 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 decree of competent jurisdiction or an unfair labor practice by final decision of a labor relations board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to replace or abridge the right of either party to appeal court or administrative decrees or decisions.

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

## **ARTICLE 17 RULE APPROVAL**

**Section 1** When applicable, the wage and fringe benefit increases contained in this Agreement, shall be effective only if the Minnesota Department of Human Services approves such increases in full as an allowable cost under the applicable rules, and only if the Employer is paid the full amount of such increases for each year of this Agreement. In the event the Minnesota Department of Human Services refuses to approve or pay such increases, this contract shall be void upon ten (10) days of written notice from either party to the other, and the parties agree to enter into negotiations to establish a new agreement.



## ARTICLE 18 NO STRIKE/NO LOCKOUT

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

## ARTICLE 19 DURATION

**Section 1** This Agreement shall take effect on **January 1<sup>st</sup>, 2020** and continue through December 31, **2022**, with a wage and **health insurance** reopener on October 1, **2020**, for the purpose of proposing wage increases for January 1, **2021**, and October 1, **2021** for proposing wage increases for January 1, **2022**. During the reopener, ARTICLE 18, No Strike/No Lockout provision shall be waived. This contract shall continue in full force and effect 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.

ITASCA NURSING HOME BOARD  
GRAND RAPIDS, MN.

  
\_\_\_\_\_  
Board Chair

Dated: 1/31/2020

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL #1189,  
DULUTH, MINNESOTA

  
\_\_\_\_\_  
Union Representative

Dated: 1-27-2020

ATTEST:

  
\_\_\_\_\_  
Administrator

Dated: 1/31/2020

**APPENDIX A**

**UFCW 1189 CONTRACT MATRIX EFFECTIVE JANUARY 1, 2020**

POSITION	START	AFTER 1	AFTER 2	AFTER 3	AFTER 4	AFTER 5	AFTER 6	AFTER 7	AFTER 8
LPN	19.61	20.00	20.33	21.08	21.41	21.71	22.14	22.35	22.83
NAR	16.00	16.33	16.60	17.26	17.53	17.83	18.09	18.37	18.78
Activities	13.76	14.11	14.39	15.04	15.30	15.57	15.87	16.12	16.54
-									
All Other	13.14	13.46	13.73	14.35	14.61	14.87	15.13	15.40	15.80
-									
Medical Records –	14.25	14.58	14.83	15.45	15.70	15.99	16.25	16.51	16.90
-									
Dietary Assistant	12.77	13.12	13.29	13.65	14.00	14.74	15.45	15.93	16.17
Cook	14.52	14.87	15.04	15.40	15.75	16.49	17.20	17.68	17.92

- Lead Housekeeper will receive \$.50 above "all other" positions
- Lead Dining Assistant will receive \$.50 above Dining Assistant Scale
- The Cook classification will receive \$1.75 above the Dining Assistant scale
- Activity personnel holding a NAR certification or nursing license will receive \$.25 above the Activities scale
- TMA differential of \$1.00 will be paid to any NAR while working in a TMA capacity.
- Transportation Aide differential of \$1.00 will be paid to any employee while working in the capacity of transporting residents.
- Longevity Pay - The After 8 designation step on the pay scale is the top step.
- Longevity payments will be paid in the amount of \$0.15 for After 9 through After 24 years, and \$0.25 starting After 25 years.
- Employer shall pay a night shift differential of \$1.00 per hour. This night shift differential will be for the current contract term through December 31, 2022.
- **Training Pay Program:** The **Training Pay Program** is for employees who apply and are selected for the **Training** role. Under this program, **Trainers** shall receive additional wages

in the amount of seven percent (7%) of their current base pay, for hours that are worked as a **Trainer** to newly hired employees, for up to thirty (30) hours per each newly hired employee.

**APPENDIX B**  
**MEMORANDUM OF UNDERSTANDING**  
**GRAND VILLAGE STAFFING INCENTIVE PROGRAM**

This Memorandum of Understanding, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between Itasca Nursing Home Board for Itasca Nursing Home d/b/a Grand Village (“Employer” or “Grand Village”) and United Food and Commercial Workers Union, Local 1189 (“Union” or “Local 1189”), supplements the parties’ existing Collective Bargaining Agreement (CBA).

Grand Village is currently experiencing a significant staffing crisis. It has become increasingly difficult over the past several months for the Employer to fill open shifts on the schedule at Grand Village. In response to this staffing crisis, the Employer will initiate a staffing incentive program to encourage staff at Grand Village to volunteer to pick up additional shifts. The incentive program will be placed into effect intermittently, at times when a need has been identified, at the Executive Director or their designee’s discretion. When implemented, a notice will be placed at the time clock that will include the start and stop dates that the incentive will be in effect and the criteria that must be followed in order to be eligible for the incentive pay.

This Incentive Program is designed to enable Grand Village to fill open shifts first to minimum staffing levels and then to maximum staffing levels, at the discretion of the Executive Director (or her/his designee).

Effective \_\_\_\_\_, 2014, the Employer will pay employees incentive pay for each open shift voluntarily picked up, as outlined below.

**STEP ONE:**

Grand Village will first attempt to fill open shifts consistent with Article 4 of the CBA, utilizing the card system, call-backs, and voluntary overtime.

**STEP TWO:**

Once the contractual staffing process has been exhausted, the Employer may offer employees any remaining available open shifts.

The following applies to “incentive shifts” under the Incentive Program:

1. The Incentive Program provides additional compensation in the form of a lump sum payment equal to four (4) hours of the employee’s regular (non-overtime, non-premium) hourly wage rate for each “incentive shift” voluntarily picked up which does not result in overtime.
2. If after offering “incentive shifts” on a non-overtime basis the Employer is not at minimum staffing levels, the Executive Director (or her/his designee) has the discretion to authorize incentive pay to employees where the “incentive shift” results in overtime. If an employee is offered and voluntarily picks up an additional shift that does result in overtime, the employee will receive additional incentive compensation in the form of a

lump sum payment equal to two (2) hours of the employee's regular (non-overtime, non-premium) hourly wage rate.

3. Incentive pay will be included in the employee's regular paycheck for the payroll period in which the Incentive Shift is worked. Incentive pay is subject to regular payroll tax withholdings and deductions.
4. The Employer will first offer "incentive shifts" on a non-overtime basis to employees based on individual seniority. If after offering "incentive shifts" on a non-overtime basis the Employer is not at minimum staffing levels, the Executive Director (or her/his designee) may then offer the incentive shifts to employees on who are on overtime as specified in Paragraph 2. (Meaning incentive shifts may be offered for employees to pick up voluntarily before the Employer mandates hours).
5. Unless specifically approved by the Executive Director (or her/his designee) as specified in Paragraph 2, Employees are not eligible for incentive pay if all or part of the additional shift will result in overtime hours for that employee. In addition, employees are not eligible for incentive pay for mandated shifts.
6. Employees must work the "incentive shift" in order to receive incentive pay. Employees will lose the right to incentive pay if they fail to work the entire "incentive shift," unless the employee is sent home early by the Employer.
7. When contacted by the Employer as outlined above, an employee may pick up as many available "incentive shifts" as they choose, subject to the limitations set forth in paragraph 5.

FOR GRAND VILLAGE

For UFCW Local 1189

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Shawna Jokinen  
Executive Director  
Grand Village

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Joyce Berglund  
Union Representative  
UFCW Local 1189

Date: \_\_\_\_\_

Date: \_\_\_\_\_