

Inter-Faith Care Center Nursing Home Contract

Effective
1/1/2020 – 12/31/2022



United Food and Commercial Workers Union Local 1189

2002 London Road, Ste. 211
Duluth, MN 55812

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Fax: 218-728-5178

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Other important phone number:

Health care/dental (Wilson McShane): 218-728-4231

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

Know Your Rights

Request that your Union Representative be present!

U.S. Supreme Court ruled in 1975 “Weingarten” that an employee has certain rights when questioned by their employer. The following are rights that were granted under this case. It applies only when your employer is interviewing you for the purposes of determining whether discipline is warranted. It does not apply when the discipline is already decided.

1. You have a right to Union representation, but you must ask for that representation.
2. You must ask for Union representation from the person doing the questioning. The questioner must be told that you do not want to proceed without Union representation.
3. If the discipline has already been decided upon by the Employer, your right to representation is not there; however, you only need to listen – you do NOT have to answer any further questions.
4. This rule does NOT apply to everyday conversations between a supervisor and an employee regarding performance of job duties and normal work performance.
5. After you have requested Union representation, the Employer rights are:
 - a. They can grant your request and bring in a Union Representative.
 - b. They can discontinue the interview and proceed with the investigation without your participation.
 - c. The Employer can offer you the choice of proceeding without Union representation.

Remember:
What you say can be used against you. Know your rights!
Demand Union representation when you are facing discipline.

BARGAINING AGREEMENT
By and Between
Inter-Faith Care Center
And
United Food and Commercial Workers Union
Local 1189
January 1, 2020 through December 31, 2022

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BARGAINING AGREEMENT
By and Between
Inter-Faith Care Center
And
United Food and Commercial Workers Union
Local No. 1189

THIS AGREEMENT, is effective on the first day of **January 1, 2020**, except as otherwise specifically provided herein, by and between the Interfaith Care Center and Pineview Apartments at Carlton, Minnesota, hereinafter referred to as the EMPLOYER, and Local Union No. **1189, AFL-CIO**, through its Nursing Home, hereinafter referred to as the UNION.

UNION MANAGEMENT RELATIONSHIP

The Employer recognizes the established rights, responsibilities, and values of the Union and has no objection to its employees becoming members of the Union, responsible in conjunction with the Employer and for making and keeping this Agreement. The Employer will not tolerate on the part of its partners or representatives any discrimination or activity whatever against the Union and will discipline any employee who, on the Employer's time, carries on anti-union or pro-union activities.

The Union agrees to do all in its power to discourage and prevent any irregular interruptions in the efficient operation of the Employer's business and agrees that the Employer has the right to take appropriate disciplinary action against any employee or employees participating in or responsible for such interruption. Any complaints as to the propriety of the disciplinary action taken by the Employer in such cases shall be taken through the grievance procedure set up herein.

The Employer and the Union agree that they will not engage in any lockout of employees or strikes during the life of this Agreement.

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

ARTICLE 1
RECOGNITION OF UNION

1.1 The Employer recognizes said Union as the sole representative of all its employees, excluding supervisory employees, as defined by the National Labor Relations Act, Administrator, Manager, Administrative Office, Licensed and Clerical Employees, Registered Nurses, Licensed Practical Nurses, Social Services Director, Activities Director and Beautician, for the purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions hereinafter specified

1.2 All employees, who on the date of the execution of this instrument were members of the Union in good standing in accordance with its Constitution and Bylaws, and all employees, who shall become members after that day, shall as a condition of employment maintain their membership in the Union in good standing for the duration of the Agreement.

This section applies to all employees that have eight (8) or more permanent hours per pay period.

1.3 The Union shall furnish Employer with a packet containing, 1. Official check-off authorization cards, 2. Roster containing the names and telephone numbers of local and regional union representatives, 3. A copy of the appropriate collective bargaining agreement. Employer shall present such packet to new hires on their first day of employment and request the employee to fill out a check-off authorization card and submit it to the Employer. Deductions on the basis of authorization cards submitted to the Employer shall commence with respect to dues or representational fees starting thirty-one (31) days after the effective date of this Agreement or thirty-one (31) shifts following the beginning of employment, whichever is later.

1.4 Employer agrees to deduct Union membership dues or representational fees from the earnings of any employee who has executed an official check-off authorization card. Employer shall, upon enrollment by an employee, deduct dues or representational fees each payroll period and remit them to the Union by the 15th of the month following the month deductions were taken.

Such deductions shall be made in the amount certified as correct by the Union and shall be made and terminated in accordance with the terms of said authorization card.

It is recognized and acknowledged by the Employer that the regular and prompt payment of deductions made under this provision for Union dues and initial fees is necessary to avoid expense and damage to the Union if they are not paid.

It is the responsibility of the employee to pay their own Union dues if they do not receive a paycheck for the period the dues have been deducted. The Employer shall give notice to the employee that they owe dues to the Union.

1.5 All of the Employer's obligations under this Article of the Agreement, including but not limited to the obligation to deduct dues, to forward dues to the Union, or the duty to terminate employees for non-payment of dues, initiation fees, fines, or assessments shall end upon the expiration of this Agreement, absent a mutual agreement to extend, or mutual agreement otherwise.

1.6 The Union shall indemnify Employer and hold it harmless against any and all claims, demands and liabilities that shall arise out of or by reason of any action taken by Employer for the purpose of complying with the foregoing provisions of this Section, or in reliance on any lists, notice or authorization that shall have been furnished Employer under any of such provisions.

ARTICLE 2

HOURS OF WORK

2.1 The normal hours of work shall be eight (8) per day, excluding an unpaid lunch period of one-half ($\frac{1}{2}$) hour, and eighty (80) in each two (2) week work period. All hours worked in excess of eight (8) hours consecutively or eighty (80) hours in each two (2) week work period shall be considered overtime and shall be compensated at time and one-half ($1\frac{1}{2}$) rate. There shall be no duplicating or pyramiding of overtime.

2.2 Work schedules for a period beginning on Sunday or Monday will be posted not later than the previous Friday morning. Daily and weekly schedules shall be made at the sole discretion of the Employer, and such schedules may be changed by the Employer to suit the varying staffing conditions. Changes deemed necessary by the Employer will be made known to the affected employees in advance. The Employer agrees that split shift work will not be scheduled.

2.3 An employee reporting to work at their regular scheduled starting time who has not been previously notified not to report for work shall receive four (4) hours work that day or four (4) hours straight time pay in lieu thereof. A bona fide attempt by the Employer to contact the employee shall be taken as notice under this provision.

2.4 Employees called in on their days off shall be called in according to their seniority (the senior employees to be called first). See attached Policy on Scheduling Work Days. Employees who are called into work shall have the option to stay and work the entire number of hours for which they were called in to work or if no longer needed they can voluntarily go home earlier. Should the employee take the option to stay, they do so knowing they may be moved to other work areas as deemed necessary by the Employer.

2.5 The standard work day shall consist of not more than eight and one-half ($8\frac{1}{2}$) hours with an unpaid lunch period of one-half ($\frac{1}{2}$) hour and two fifteen (15) minute rest periods. All employees who work more than six (6) hours in any one (1) day shall be entitled to both the rest periods and the lunch periods. Employees who work five (5) hours or less shall be entitled to the rest period only. Employees, who work six (6) hours, but not less than five (5) hours, shall be entitled to the lunch period. Rest periods for the individual employees shall be scheduled by the Employer so as not to interfere with the operation of the nursing home. Employees who leave the campus for lunch are required to punch out when they leave and punch back in when they return.

2.6 If all call-in lists and procedures have been exhausted, and no employee volunteers to work, the Employer has the right to require the **least senior** qualified employee on duty in the house at the time of the shortage to cover the vacancy for as long as house need exists, up to eight (8) hours. Employees on each shift will be required to work on a rotating seniority basis.

The Employer will attempt to replace the employee by using the Call-in Lists and splitting the shift. If this does not fill the shift, an employee from the preceding shift

will be required to stay and work up to eight (8) hours. All hours worked beyond four (4) in a required stay to cover any shift will be paid at **one and one-half (1.5) times** the hourly rate of said employee. If the employee works a double shift and is scheduled for the next day, they will be afforded at least eight (8) hours off before the next assigned shift.

The Employer cannot force the employee to work more than one (1) overtime shift in a two (2) week payroll period. During the first six (6) weeks of employment, a probationary employee may not be mandated to work any overtime shifts.

2.7 Employees may leave their work stations at the end of their shift five (5) minutes early for clean-up time, provided they have been replaced.

2.8 There shall be no working off the clock. Employees shall be paid for all time worked.

2.9 Should more than one employee request to leave work early on any given day, the employer shall grant those requests based first on the employer's ability to accommodate those requests, and secondly by using the seniority of those requesting, as stated in Article 5, with the most senior first being accommodated.

2.10 All shifts of 3.5 hours or more in Carlton Place and in the Dietary, Activities, and Laundry Departments are permanent shifts.

ARTICLE 3 MINIMUM SCHEDULE OF WAGES

3.1 Base wage rates shall be per the following schedule, retroactive to the second pay period of 2020 (December 30, 2019 through January 12, 2020) for all covered job classifications:

HOURS WORKED	CLASSIFICATIONS/BASE RATES		
	LAUNDRY, KITCHEN, HOUSEKEEPING, ACTIVITIES, MAINTENANCE & UNIT HELPERS	CNA	COOK
HIRE/START	\$12.14	\$15.25	\$12.56
325 HOURS	\$12.44	\$15.56	\$12.62
1,456 HOURS	\$12.97	\$15.87	\$13.35
2,912 HOURS	\$13.93	\$16.18	\$14.30
4,368 HOURS	\$14.99	\$16.51	\$15.26
5,824 HOURS	\$15.74	\$17.33	\$16.12
7,280 HOURS	\$17.93	\$18.12	\$18.35
5 YEARS (7280 hrs)*	\$18.74	\$19.51	\$19.15
10 YEARS	\$19.38	\$20.06	\$19.79
15 YEARS	\$19.68	\$20.90	\$20.10

20 YEARS	\$19.96	\$21.18	\$20.27
25 YEARS	\$20.20	\$22.01	\$20.62
30 YEARS	\$20.67	\$22.86	\$21.08

1. *In order to move to the five-year wage rate, Employees must have worked a minimum of seven thousand two hundred eighty (7,280) hours.
2. For each full year after 30 years, the employee(s) will receive an additional ten (\$0.10) cents per hour.
3. The Employer may consider comparable experience in the preceding five (5) years for more rapid advancement in salary increments.

Base wage rates shall be per the following schedule, effective January 1, 2021 for all covered job classifications:

HOURS WORKED	CLASSIFICATIONS/BASE RATES		
	LAUNDRY, KITCHEN, HOUSEKEEPING, ACTIVITIES, MAINTENANCE & UNIT HELPERS	CNA	COOK
HIRE/START	\$12.51	\$15.71	\$12.93
325 HOURS	\$12.82	\$16.02	\$13.00
1,456 HOURS	\$13.36	\$16.34	\$13.75
2,912 HOURS	\$14.34	\$16.67	\$14.73
4,368 HOURS	\$15.44	\$17.00	\$15.72
5,824 HOURS	\$16.21	\$17.85	\$16.60
7,280 HOURS	\$18.47	\$18.66	\$18.91
5 YEARS (7,280 hrs)*	\$19.30	\$20.09	\$19.72
10 YEARS	\$19.97	\$20.67	\$20.38
15 YEARS	\$20.27	\$21.53	\$20.70
20 YEARS	\$20.56	\$21.81	\$20.88
25 YEARS	\$20.80	\$22.67	\$21.24
30 YEARS	\$21.29	\$23.54	\$21.72

1. *In order to move to the five-year wage rate, Employees must have worked a minimum of seven thousand two hundred eighty (7,280) hours.
2. For each full year after 30 years, the employee(s) will receive an additional ten (\$0.10) cents per hour.
3. The Employer may consider comparable experience in the preceding five (5) years for more rapid advancement in salary increments.

Base wage rates shall be per the following schedule, effective January 1, 2022 for all covered job classifications:

HOURS WORKED	CLASSIFICATIONS/BASE RATES		
	LAUNDRY, KITCHEN, HOUSEKEEPING, ACTIVITIES, MAINTENANCE & UNIT HELPERS	CNA	COOK
HIRE/START	\$12.91	\$16.18	\$13.35
325 HOURS	\$13.23	\$16.50	\$13.42
1,456 HOURS	\$13.79	\$16.83	\$14.20
2,912 HOURS	\$14.81	\$17.17	\$15.20
4,368 HOURS	\$15.94	\$17.51	\$16.23
5,824 HOURS	\$16.74	\$18.39	\$17.14
7,280 HOURS	\$19.07	\$19.22	\$19.52
5 YEARS (7,280 hrs)*	\$19.92	\$20.70	\$20.36
10 YEARS	\$20.62	\$21.29	\$21.04
15 YEARS	\$20.93	\$22.17	\$21.37
20 YEARS	\$21.23	\$22.47	\$21.56
25 YEARS	\$21.48	\$23.35	\$21.93
30 YEARS	\$21.98	\$24.25	\$22.42

1. *In order to move to the five-year wage rate, Employees must have worked a minimum of seven thousand two hundred eighty (7,280) hours.
2. For each full year after 30 years, the employee(s) will receive an additional ten (\$0.10) cents per hour.
3. The Employer may consider comparable experience in the preceding five (5) years for more rapid advancement in salary increments.

3.2 Eighty cents (\$0.80) per hour differential shall be paid to all employees for work performed on the **10:00 pm – 6:00 am** shift.

3.3 Weekend bonus for working extra weekends. A bonus of twenty-five dollars (\$25.00) for shifts of four (4) hours or less and a bonus of fifty dollars (\$50.00) for shifts of more than four (4) hours will be paid to employees who agree and work extra weekend shifts, as requested by the Scheduler/Supervisor, provided they meet the following criteria:

The employee must work all of their weekend shifts on the weekend before and the weekend after.

The bonus will not be paid if the employee is receiving overtime pay for the shift unless the employee has worked eighty (80) hours or ten (10) days in the period. Employees who are on PTO or personal holiday (only for eligible employees) and work the week-end following their PTO shall receive the bonus. This will be limited to two (2) days per year.

The bonus will not be paid if the employee does not timely submit a weekend bonus request form to the Payroll Department. Bonus requests submitted up to 30 days after the bonus qualifying days have been met are timely. The bonus will be paid in

the following payroll cycle.

The bonus will be paid for a trade or giveaway if the employee would otherwise be eligible for the bonus.

3.4 Employees who are required to do Physical Therapy work shall receive twenty-five cents (\$0.25) per hour additional for all hours worked in Physical Therapy.

3.5 TMA Differential of seventy-five cents (\$0.75) per hour as a TMA (to be paid only for all hours actually worked as a TMA).

ARTICLE 4 **HOLIDAYS**

4.1 The following days shall be considered holidays:

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

Employees with twenty (20) or more years of service may request up to two (2) of the above holidays off per calendar year by seniority on a rotating basis. Employees must submit their request by November 15 for the following calendar year. Only one (1) employee in each department will be granted the same holiday off. Voluntary trading is acceptable. Employees who work on any of the above holidays will be paid two and one-half (2½) times their regular hourly rate.

In order to receive holiday pay, an eligible employee must perform work or be on vacation in the payroll period in which the holiday occurs and work as scheduled or assigned both on their last scheduled work day within 2 calendar days immediately prior to and on their first scheduled work day within 2 calendar days following the holiday.

4.2 Personal Holidays. Only individuals employed as of July 24, 2018 shall be eligible for personal holidays. Of those individuals, employees must have worked at least eight hundred (800) hours or must have a permanent block of nine (9) days per pay period in the prior calendar year, in order to be eligible for personal holidays in the current calendar year. Eligible employees shall receive and use personal holidays as follows:

- After completion of one year of service - 1 days
- After completion of three years of service - 3 days
- After completion of five years of service - 4 days

- After completion of eight years of service - 5 days
- After completion of 10 years of service - 6 days
- After completion of 15 years of service - 8 days
- After completion of 20 years of service - 9 days
- After completion of 25 years of service- 10 days

At the employee's request, up to five (5) unused personal holidays may be carried over into the next calendar year; such request must be made in writing and must be submitted to payroll by November 15. In all other circumstances, any unused personal holidays will be cashed out on the first payday in December. Upon involuntary or voluntary termination of employment, personal holidays shall be forfeited.

Notice regarding the taking of personal holidays must be given to the Employer one (1) week prior to the posting of the work schedule.

The pay for a personal holiday shall be the number of hours that the employee would have normally worked on the day requested off. If personal holidays are not taken and the employee has two different permanently scheduled shifts, the pay shall be for the shift with the most number of days on the employee's permanent block.

Personal holidays may be used to avoid loss of pay because of illness or injury of the employee.

ARTICLE 5

SENIORITY

5.1 Seniority is defined as the total length of continuous employment by the Inter Faith Care Center. Seniority shall be granted to all employees who have completed their probationary period.

5.2 Employees shall be probationary employees for the first ninety (90) calendar days of employment and during such period may be disciplined or discharged by the Employer without cause and without the same causing a breach of this contract or constituting a grievance hereunder. If the probationary period is interrupted by a leave of absence, disability or illness of more than five (5) days, a comparable amount of time shall be added to the probationary period. Upon seven (7) calendar days' written notice to the Union, and by mutual agreement between the Employer and the Union, the probationary period may be extended for an additional thirty (30) calendar days. Upon successful completion of the probationary period, seniority shall be computed from the first day of the employee's employment.

The following individuals: probationary employees; casual employees; on-call employees; students who do not have permanent hours; and any persons employed on a temporary basis to fill in for regular employees or who are employed for short periods any scheduled work week as relief employees; shall not be entitled to the benefits of any seniority provision of this Agreement.

5.3 a. Temporary Layoff/Reduction of Hours

- i. Temporary reduction of hours shall be accomplished by inverse seniority in the department affected, unless more senior employees in the Department wish to volunteer to temporarily reduce their hours. A temporary reduction in hours shall be considered as hours worked for purposes of eligibility for health insurance and seniority.

b. Permanent Layoff/Reduction of Hours

- i. In the event it becomes necessary to reduce the number of employees within a given job title, then the person with the least bargaining unit seniority within the job title in the affected department shall be first to be laid off. Employees will be given seven business days from the notice of the layoff to choose their option from the list below. Any person so laid off will have the following options:
 - 1. Bump back into any previously held bargaining unit position for which they meet the minimum qualifications and can perform the essential functions of the position with 1 day of training, provided there are employees with less bargaining unit seniority who have equal or less FTE than the employee bumping.
 - 2. If the employee has not held a previous bargaining unit position, or if the employee is no longer qualified for a previously held position, then the employee may bump any employee with less bargaining unit seniority and equal or less FTE, provided that the employee meets the minimum qualifications of the position and that the employee is able to perform all essential functions of the position with 1 day of training. Employees are only allowed one bump under this section unless there is a new qualifying event (i.e., a bumped employee gets subsequently bumped by a more senior employee.)
 - 3. Elect an open bargaining unit position that has been posted provided that the employee meets the minimum qualifications of the position and the position has not been filled during the posting period and no qualified employee who is more senior than the affected employee has applied for the position. After expiration of the posting period without the position being filled, such position is no longer open or available.
 - 4. Accept the layoff.

5.4 Recall from layoff shall be on the basis of departmental seniority (most senior

top-down) of employees qualified to do the work available. If no laid-off employee from the department is available and qualified to perform the work, then the Employer shall fill the opening from employees outside the department on the basis of experience, ability, skill, education, competence and bargaining unit seniority. When experience, ability, skill, education and competence are relatively equal, bargaining unit seniority shall govern.

5.5 In cases of transfer from one department to another, employees involved in the transfer shall not lose seniority standing.

5.6 The Employer will on the 1st day of January and July of each calendar year, prepare a seniority list of employees covered by this Agreement and post the same on a bulletin board in the facilities. Such seniority list shall specify the bargaining unit seniority of each employee based upon the employee's most recent date of hire, and the departmental seniority. Within twenty (20) calendar days thereafter, the employees may file with the Employer any objection to such seniority ratings. If objection is made, the Union and Employer shall within twenty (20) days of such posting, mutually determine whether any correction is necessary or appropriate. When so corrected or when no correction is required, such seniority rating shall not be subject to change except as to new employees until the next subsequent seniority postings. Seniority for employees with the same date of hire will be determined by date of birth, with the older employee being given the greater seniority.

5.7 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. (Advance bidding is permitted.) The employee with the most bargaining unit seniority making application shall be transferred to fill the vacancy or new position, provided that she/he has the necessary qualifications to perform the duties of the job involved.

The Administrator or other appropriate department head shall make the determination as to whether or not an applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right to appeal through the normal grievance procedure.

Employees on a medical leave of absence/modified duty shall be eligible to bid on permanent job postings; however, if they are awarded the posting and do not work the days within six (6) months, they will be re-posted. **The Employer and Union agree that they will comply with the Americans with Disabilities Act, as amended, and the Minnesota Human Rights Act in the course of complying with this Agreement. The Employer may engage in direct interactive dialogue with employees regarding possible reasonable accommodation, undue hardship, and threats to the safety of employees. Nevertheless, unless the Employer and the Union otherwise agree, no potential accommodation shall be considered "reasonable," if it would require action inconsistent with or violative of the seniority and related provisions of this Agreement.**

Employees who have worked a modified-duty position for eighteen (18) months and have not returned to their permanent position will have their permanent position posted.

5.8 If an employee is transferred from one department and/or shift to another, the employee shall have the option of returning to their original department and/or shift within **thirty (30)** days.

The Employer may return a transferred or promoted employee to their original department and/or shift within **thirty (30)** days if the Employer determines that the employee will not be satisfactory in the new position. The employee may grieve such determination.

5.9 Any controversy over seniority standing or relative to any questions of seniority shall be subject to adjustment, settlement and arbitration in the same manner as other controversies arising under this contract.

5.10 Seniority shall be broken if the employee resigns their regular scheduled position and hours; in which case, they would be reclassified as on call. (Note, Article 1, Section 1.2, requires employees to hold a week-end shift, {a permanent shift becomes available} schedule of at least eight {8} hours per pay period.)

In addition, seniority will be broken and terminated by:

- (1) Voluntarily quitting employment.
- (2) Discharge for just cause.
- (3) Failing within fourteen (14) calendar days to report for work after layoff upon mailing of notice by registered or certified mail. The Employer shall send such notice to the employee's last known address.
- (4) Employment by any other Employer during a leave of absence.
- (5) Layoff which continues for more than twelve (12) months.
- (6) Failure to apply for re-employment within the statutory limitation after other than dishonorable discharge from military service.
- (7) Failure to return on the scheduled date of return from an approved leave of absence.

5.11 The following departments within the bargaining unit are hereby established:

- (1) Housekeeping, which department shall include: Housekeepers.
- (2) Dietary, which department shall include: Dietary Assistants and Cooks.
- (3) Maintenance, which department shall include: Maintenance Workers.

- (4) Nursing Services, which department shall include Certified Nursing Assistants, Unit Helpers and Trained Medication Assistants (TMA).
- (5) Laundry, which department shall include: Laundry Workers.
- (6) Activities, which department shall include: Activity Aides.

ARTICLE 6

TERMINATION OF EMPLOYMENT

6.1 Employees covered by this Agreement electing to resign shall give the Employer one (1) week's written notice and shall work as scheduled during the one (1) week period, with the exception that an employee may end their employment sooner if the Employer so approves. The Employer is to furnish printed forms of such resignation.

6.2 Any new employee shall be subject to discharge at the option of the Employer during the employee's first ninety (90) calendar days of employment, with or without just cause, and without any right to appeal through the grievance process.

6.3 No employee shall be suspended, demoted or dismissed without **just** cause. If after proper investigation it is found that an employee has been disciplined unjustly, he or she will be reinstated with full rights and compensated in full for time lost; provided, however, that no claim for compensation for time lost shall be paid unless the claim is presented to the Employer, in writing, within ten (10) days after the suspension, demotion or dismissal in question.

6.4 The parties agree that just cause for dismissal shall include, but not be limited to:

1. **Reporting for work under the influence of alcohol or illegal drugs, consumption of alcohol or illegal drugs during working hours, being under the influence of alcohol or illegal drugs during working hours, or selling, soliciting, or transferring illegal drugs while working or while on the Employer's premises. An employee may use prescription medication(s) under the supervision of a physician and with prior notification to the Employer of any restrictions related to the medication(s) that may affect the safety of the employee, coworkers, or residents.**
2. **Engaging in work stoppage in violation of the Agreement's no strike provision, or engaging in a work slowdown.**
3. Theft or dishonesty.
4. Insubordination.
5. Violence or other behavior that causes bodily harm to the employee or to another while on duty or on the Employer's premises.
6. Falsification of time cards, medical records, or other records.
7. Use of foul or abusive language.

8. Failure to report for duty without bona fide reasons.
9. Punching time clock card of another employee.
10. Excessive absenteeism per the Employer's attendance standard.
11. Violation of the Employer's resident care standards, policies, procedures, and those of state or federal regulatory agencies.
12. Violation of legislation, which protects patients' rights, safety, and interests.
13. Unsatisfactory performance.
14. Other work-related actions or inaction which violate the Employer's work-related standards of conduct, performance, resident care, safety, or regulatory compliance.

Any employee may review their attendance record once per month.

In case of dismissal, the employee affected may request and shall receive from the Employer, in writing, the reason for said dismissal. The Union or the employee so discharged may grieve such discharge.

6.5 Disciplinary action may take the following forms , based on the nature of the offense or breach of expected conduct and the history of performance of the employee, and in light of relevant factors including but not limited to an employee's length of employment, prior disciplinary record, attendance, conduct, performance, performance evaluations, and mitigating or aggravating factors:

1. oral reprimand
2. written reprimand
3. suspension (disciplinary or investigative)
4. discharge

provided, however, that such disciplinary action need not be taken in the order indicated above, **nor shall any or all of the above steps be mandatory.**

6.6 Employees shall have the right to have the Union Steward or a Union Officer present, if the employee so requests. The Employer shall recognize and comply with employees' Weingarten rights with respect to any investigatory interview any employee reasonably believes may result in disciplinary action.

6.7 If an employee fails to report to work, as scheduled, or to furnish the Employer with a justifiable excuse, such failure to report shall be conclusively presumed to be a resignation from the service of the Employer and termination of such employee's seniority and employment.

If an employee is physically or mentally incapable of notifying the Employer, they shall be granted ten (10) days' time to file and furnish the Employer with a justifiable excuse.

6.8 The Employer shall have the right to adopt and put into effect rules and regulations not in conflict with this Agreement. Employees shall be advised of such rules and regulations in the pay period immediately preceding implementation. All employees shall be subject to such rules and regulations.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 Grievance.

A. A grievance is defined as any dispute or disagreement concerning the application or interpretation of this Agreement.

B. The steps in the grievance procedure are as follows:

Step 1: When a grievance arises, the employee (with or without a Union representative) will attempt first to settle the matter with the Employer. Grievances regarding discharge or discipline without just cause shall be filed at Step 2.

Step 2: If the grievance is not resolved under Step 1, it shall be reduced to writing by the Union. The written grievance shall specify the alleged violation of this Agreement, shall state the facts giving rise to the grievance, and shall state the remedy requested. For grievances regarding discharge or discipline without just cause, the grievance must be filed in writing with the Administrator and the Human Resources Manager within fifteen (15) calendar days after the receipt of the discharge or discipline notice. Any other grievance must be filed in writing with the Administrator and the Human Resources Manager within thirty (30) calendar days after the employee has knowledge of, or should have known of, the occurrence giving rise to the grievance.

Step 3: Within fifteen (15) calendar days following the receipt of the Step 2 written grievance by the Employer, the Union and the Employer will meet in an attempt to resolve the grievance. The Employer shall issue a written decision within ten (10) calendar days following the Step 3 meeting.

Step 4: If the grievance is not resolved in Step 3, then either party may refer the matter to mediation as provided in Section 7.2 below.

7.2 Mediation. Any dispute or disagreement that cannot be resolved under the provisions of Section 7.1 may be referred by mutual agreement to nonbinding grievance mediation. If agreed, the Union shall make a written request to the Federal Mediation and Conciliation Service (FMCS) for appointment of a grievance mediator. Such request shall be filed within fifteen (15) calendar days following the receipt of the Employer's written decision at Step 3.

7.3 Arbitration.

- A. If a dispute or disagreement is not resolved under Section 7.1 or Section 7.2, the Union may refer the matter to arbitration by written notification to the Employer of its desire to arbitrate and by petitioning the FMCS for a list of potential arbitrators. Such notice and petition shall be given and filed within fifteen (15) calendar days following the receipt of the Employer's written decision at Step 3 or the completion of mediation, whichever is later.
- B. The FMCS petition shall request a list of seven (7) neutral arbitrators. The order of striking shall be determined by the flip of a coin. The parties shall alternately strike from this list until one (1) name remains. That person shall be the arbitrator to hear and decide the grievance.
- C. The arbitrator shall meet with the parties to the dispute, hear all evidence, and render a decision within sixty (60) calendar days after the arbitration hearing, or within sixty (60) calendar days after the arbitrator's receipt of any post-hearing briefs, whichever is later.
- D. Each party shall bear the expenses of preparing and presenting its own case. The expenses of the arbitrator shall be equally shared by the parties.
- E. There shall be no recourse to any other method of settlement, unless a party fails to accept and comply with the arbitration award, in which case the award may be enforced by further action of the party in whose favor such award has been given.
- F. The decision of the arbitrator shall be final and binding upon the Employer, the Union, the grievant (and all other employees, if applicable).

7.4 Limitations on Arbitrator. The arbitrator shall have jurisdiction only over grievances which may arise between the parties concerning the application or interpretation of this Agreement. All arbitration decisions shall be rendered only in accordance with the language of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

7.5 Computation of Time. In computing any period of time under this grievance procedure, the date from which the designated period of time begins to run shall not be included. The last day of the period shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

7.6 Time Limits. A grievance shall be considered resolved on the basis of the last answer of the Employer if not timely advanced to the next step by the Union. A failure or refusal of the Employer to respond at any step shall be deemed a denial of the grievance.

The time limits set forth in this Article 7 shall be absolutely mandatory and failure to comply with those time limits will mean the grievance is void and no consideration will be given to it. Any time limit in this Article may be extended only by mutual

written agreement. An oral agreement to extend a time limit promptly followed by a confirming letter, fax, or email from one party to the other shall suffice.

7.7 The decisions of the arbitrator may or may not include back pay, provided, however, that any back pay award shall not be in excess of sixty (60) work days from the date of discharge or disciplinary suspension.

7.8 The Union will not authorize, assist or support any strike or stoppage of work because of any matter covered by this Agreement for which procedure for settlement herein provided is available but has not been utilized. Participation in any strike, slowdown, sit-down or stoppage of work brought about either by action of the Union for a violation of this Agreement, or by action of individuals or groups without Union authority, shall be just cause for dismissal or discipline by the Employer, subject to the grievance procedure herein provided.

7.9 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 8

PAID TIME OFF

8.1 Paid time off ("PTO") is available as provided in this Article 8. PTO must be used to cover any absence from an employee's regularly scheduled shift for any reason, other than trades, giveaways, or a medical leave of absence under Section 12.1.1 of this Agreement.

With respect to a medical leave of absence, an employee is not required to use PTO if the employee provides sufficient notice of the need for leave so that he or she does not have any shifts on the posted work schedule. Also with respect to a medical leave of absence, an employee must use PTO for all of the employee's shifts on the posted work schedule. Thereafter, an employee must continue to use PTO unless the employee provides the Employer with written notice that the employee elects to preserve some of the employee's PTO, up to eighty (80) hours. An employee may not elect to preserve more than eighty (80) hours. Also with respect to a medical leave of absence, an employee may elect to use PTO while receiving workers' compensation benefits or short-term disability benefits. If an employee is receiving such benefits and elects to use PTO, the PTO may only be used to equal (not exceed) the employee's regular wage.

8.2 Full-time and part-time employees are eligible for PTO. For purposes of this Article 8 only, "full-time employee" means an employee who is permanently scheduled at least 50 hours per pay period. All employees with permanent hours earn PTO on a pro-rata basis. Employees may not use any PTO until after the completion of the probationary period.

8.3 Full-time employees earn PTO as follows:

Years of Service	PTO Hours	PTO Accrual Rate Per Hour Paid
<i>1st year of employment</i>	<i>60 hours</i>	<i>0.0288</i>
<i>2nd year of employment</i>	<i>100 hours</i>	<i>0.0481</i>
<i>5th year of employment</i>	<i>140 hours</i>	<i>0.0673</i>
<i>10th year of employment</i>	<i>180 hours</i>	<i>0.0865</i>
<i>20th year of employment</i>	<i>220 hours</i>	<i>0.1058</i>
<i>25th year of employment</i>	<i>260 hours</i>	<i>0.1250</i>

PTO accrues on a calendar year basis. Employees begin accruing PTO when they first begin work for the Employer.

- 8.4 Employees may use their PTO at any time after completion of their probationary period. To protect residents and control infectious disease, employees must report their illness as required by law. A medical release may be required before an employee is permitted to return to work.
- 8.5 PTO shall be granted with due consideration to the preferences of employees, provided this can be done without interfering with the efficient operation of the company. One week of PTO consists of seven (7) consecutive days, including days off, and can start on any day. Employees will be allowed to request up to four (4) week-end days off before they forfeit one week of PTO. This will be in a calendar year.

Scheduled PTO. Scheduled PTO requests for the period of May 1st through September 30th of each year must be in the payroll system by April 1st of each year. PTO requests for this period shall be limited to no more than fourteen (14) consecutive calendar days of time off per request, up to two (2) requests. PTO requests are subject to Employer approval, and will be considered based upon the needs of the company, seniority, and whether the employee has enough PTO available to cover the request at the time it is made. All such requests will be responded to no later than May 1st. If, two (2) weeks prior to the beginning of the scheduled PTO period, the employee does not have sufficient PTO and/or personal holidays (if available) to cover the request, the Employer may rescind its approval, in whole or in part, or may, in this limited circumstance, permit the employee to take some time off without pay.

Any scheduled PTO requests received after April 1st will be granted if possible. Such requests must be made at least two (2) weeks before the schedule is posted. All requests will be granted according to the availability of replacements. All requests shall be scheduled on a first-come, first-serve basis. All requests will be considered based upon the needs of the company and any pre-approved PTO requests. All such requests will be responded to no more than thirty (30) days prior to the first PTO day requested.

Unscheduled PTO. Employees may request PTO after the schedule has been posted if they could not give the advanced notice required above due to illness, injury, or other unforeseen situations. The employee must give as much advanced notice as possible if the request is made after the schedule has been posted.

The Employer may, at its option, deny a PTO request between the period of December 21st and January 4th of each year. Denial of any request shall not be grounds for a grievance.

- 8.6 Up to 480 hours of unused PTO may be carried over from one calendar year to the next (on December 31). Any additional unused PTO is forfeited.
- 8.7 Employees may request cash out of up to fifty percent (50%) (for employees with twenty (20) or more years of service with the Employer, sixty percent (60%)) of the stated balance of their accrued unused PTO through the first payroll in November, to be paid on the first payday in December. Such request must be made in writing and must be submitted to payroll by November 15. Any cash out will be deducted from an employee's PTO balance.
- 8.8 Upon involuntary or voluntary termination of employment, employees will be paid for accrued unused PTO.

ARTICLE 9

HEALTH AND WELFARE

9.1 All employers who are or become signatory or bound by this Agreement agree to be bound by the Agreements and Declarations of Trust, as amended, establishing the Northern Minnesota-Wisconsin Area Retail Food Health and Welfare Fund ("Fund"), copies of which all parties agree have been furnished to and read by all employers bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All employers bound hereby irrevocably designate the Employer Trustees of said Fund, and their successors, as their representatives for the purposes set forth in said Agreements and Declarations of Trust.

The Fund represents and warrants to the Employer that the Health and Welfare Plan ("Plan") provisions and benefits offered do now and shall at all times (i) comply with the provisions of the Patient Protection and Affordable Care Act, as amended, ("ACA") and the regulations promulgated thereunder, and (ii) provide "minimum value" as that term is defined in said regulations.

The Employer agrees to make contributions to the Fund, according to the terms set forth in this Article.

9.2 Amount of Employer Contribution

Effective as of the first of the month following the ratification of this Agreement, the Employer will contribute six hundred forty-five dollars (\$645) each month on behalf of each eligible employee as defined below. Effective January 1, 2021, the Employer will contribute six hundred sixty-five dollars (\$665) each month on behalf of each eligible employee as defined below. Effective January 1, 2022, the Employer will contribute six hundred eighty-five dollars (\$685) each month on behalf of each eligible employee as defined below. The amount of the Employer's contribution may not be changed by the Fund, except that the amount of the Employer's contribution for any employee may be greater for any month necessary to ensure the Fund's Plan is "affordable" for that employee, as that term is defined in the ACA.

9.3 Contribution Obligation

The Employer will make the monthly Fund contribution for each Eligible Employee who is on the Employer's payroll on the first day of each month. The Employer has no obligation to make a payment to the Fund on behalf of any employee a) for the month following the month in which such employee's employment with the Employer terminates for any reason, b) for any month during which the employee is not covered by the Fund's Plan, or c) for any month during which the Plan does not provide the employee and his or her eligible dependents who are under age 26 with coverage that satisfies the "minimum value" and "affordability" requirements of the ACA.

9.4 Eligible Employee

"Eligible Employee" means an employee who 1) pays any additional amount the Fund requires for the employee to be covered by the Plan, 2) is not classified by the Employer as a "probationary employee", and 3) is a "full-time employee." For purposes of Article 9, "probationary employee" means an employee who has been employed less than ninety (90) calendar days. Also for purposes of Article 9 only, "full-time employee" means an employee who is permanently scheduled at least 50 hours per pay period, including any applicable paid time off such as PTO hours, paid holidays, paid personal holidays, paid jury duty, and paid funeral leave.

9.5 The Employer shall continue to make the required Fund contribution for any month on the first day of which the Eligible Employee is on leave under the Family Medical Leave Act or is absent due to his or her own injury or illness and would be entitled to such FMLA Leave but for failing to satisfy the 12-month service requirement.

9.6 During the times that the employees covered hereunder are on vacation, the Employer shall continue to pay the necessary contributions to the Fund to secure coverage for the employees.

9.7 Contributions to the Trust Fund shall be due and payable fifteen (15) days following the end of the preceding month for all employees covered under the collective bargaining agreement, or for whom contributions are required.

The failure of an Employer to pay all amounts due within ten (10) days following the due date, whether willful or otherwise, shall subject the delinquent Employer to a payment of liquidated damages of an additional ten percent (10%) of the amount due, plus all costs and reasonable attorney's fees incurred in connection therewith.

Payments and liquidated damages equal to the prime rate of the bank with which the Fund does its business

9.8 If legal action is taken to recover the amount due the Trust Fund, the delinquent Employer shall also be required to pay all court costs, including reasonable attorney fees.

In addition to the other provisions, as herein set forth, any Employer who is primarily liable and responsible to its employees or employees' estates for any claims for benefits accruing to such employees or employees' estates under the administration of the Trust Fund, the payment of any and all claims shall not operate to relieve such Employer from its liability to make the payments due the Trust Fund, including the liquidated damage payment.

9.9 An Employee who is unable to satisfy the foregoing eligibility requirements because of the Employee's own Medical Emergency (as defined below), or a Medical emergency affecting a "Family Member" (as defined below), shall be treated as an Eligible Employee, for the purposes of this Article, provided such employee satisfies the other requirements for Plan coverage and makes the Employee's required monthly contribution.

A "Medical Emergency" shall be limited to the duration of an Employee's (or Family Member's) hospitalization because of:

- A. A "serious health condition," as defined by the Family and Medical Leave Act ("FMLA"); or
- B. an unscheduled hospitalization of not less than three (3) calendar days.

"Family Members" mean the Employee's spouse or significant other, biological or adopted children, step children, mother, father, brother, sister, in-laws, grandchildren, and grandparents.

The Employer shall not be obligated to make Employer contributions to the Plan pursuant to this Section 9.9 for more than three (3) months per calendar year per otherwise Eligible Employee.

ARTICLE 10

PENSION

10.1 All employers who are or become signatory or bound by the Agreement agree to be bound by the Agreement and Declarations of Trust, as amended, establishing the Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund, copies of which all parties agree have been furnished to and read by all employers bound hereby prior to the execution of the Agreement.

It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein.

All Employers bound hereby irrevocably designate the Employer Trustees of said fund and their successors as their representatives for the purposes set forth in said Agreements and Declarations of Trust.

10.2 Pension Contributions: Effective January 1st, 2020, the Employer agrees to contribute the sum of One and 21/100ths Dollars (\$1.21) per hour to the Pension Fund for each hour **compensated** by each eligible employee. The Fund Trustees have agreed to use a new multiplier method of calculating future benefits, on or after January 1, 2006.

Bargaining parties have adopted the Rehabilitation Plan of the Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund. The Limited Benefitting Schedule will be adopted as of January 1, 2020.

10.3 The Employer shall start paying pension payments on all employees that have eight (8) or more permanent hours per pay period. Probationary employees and high school students are excluded from the pension plan. Casual employees, on-call employees, students and temporary employees are also excluded from the pension plan.

10.4 For the purpose of this Article and Section, the employer agrees to pay on the first eighty (80) hours worked each pay period by any regularly scheduled employee and shall include, pursuant to the first eighty (80) hours limitation, any holiday for which any said employee of the Employer is entitled to pay under the terms of this agreement. In no event, shall the employer be required to pay simultaneous compensated hours on a holiday to the Pension Fund.

10.5 PTO hours shall be counted as "hours **compensated**."

10.6 It is understood that the said Pension Trust and benefits to be provided from the Pension Trust shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue, and to any other applicable state and federal laws and regulations.

10.7 Contributions to the Trust Fund shall be due and payable fifteen (15) days following the end of the preceding month for all employees for whom contributions are required. The failure of an employer to pay all amounts due within thirty days following the due date, whether willful or otherwise, shall subject the delinquent employer to a payment of liquidated damages in such amount as adopted by the Trustees. Payments and liquidated damages unpaid by the first day of the following month shall be subject to an interest charge on the payments and liquidated damages equal to the prime rate of the bank with which the Fund does its business.

10.8 If legal action is taken to recover the amount due the Fund, the delinquent employer shall also be required to pay all court costs, including reasonable attorney's fees.

In addition to the other provisions, as herein set forth, any employer who is delinquent in his payments to the Fund shall make such employer primarily liable and responsible to its employees, beneficiaries or employee's estates for any claim for benefits accruing to such employees, beneficiaries or employees' estates which would otherwise be due from the Fund. The payment of any and all claims shall not operate to relieve such employer from his liability to make the payments due the Fund, including the liquidated damage payment.

10.9 Any employer who on more than one occasion during any one year becomes delinquent in its payments to the Fund shall be required to post a bond with the Trustees in an amount equivalent to the total contributions which it was obligated to make during the preceding calendar year.

10.10 In no event shall the provisions relating to Pension set forth herein be subject to or suitable for grievance and arbitration under the terms of this Agreement.

10.11 The above paragraphs shall not be applicable when, in the judgment of the Trustees, the delinquency results from a clerical error or a bona fide difference or dispute concerning eligibility.

10.12 The Employer agrees that applicable payroll records shall be made available for audit to employees of the Pension Fund as directed by action of the Board of Trustees of the Fund.

ARTICLE 11

MISCELLANEOUS

11.1 Paydays: Employees shall be paid every two (2) weeks. Checks will be available on Thursday noon, if possible.

11.2 Uniforms: Employees who are required by the Employer to wear uniforms shall be granted an annual allowance as follows:

1. Employees that work one thousand forty (1040) hours or more in their anniversary year, or have seven (7) or more permanent days of six (6) hours or less in a two-week pay period, three hundred dollars (\$300.00) per year.
2. Less than the above requirements, two hundred dollars (\$200.00) per year.
 - a. Payment of the uniform allowance shall be made on the employee's anniversary date. If the employee does not verify uniform purchases with receipts before their anniversary date, the uniform allowance will be added to their regular paycheck. Only receipts for uniforms, shoes, Employer-branded clothing, and support hose will be approved for non-taxable reimbursement.

It is the responsibility of the employees to keep their uniforms neat and in good condition. The Employer has the right to choose the style and color of the uniform.

11.3 Time Off for Union Business: The Employer agrees to grant the necessary time off without pay and without discrimination to any two (2) employees designated by the Union to attend a labor convention or serve in any capacity on other official Union business including but not limited to labor management meetings, labor negotiations, etc.

11.4 Qualifications: The Employer may use tests to assist in determining an employee's qualifications for initial hiring purposes and for transfer of positions.

The form, content and administration of such tests shall be at the sole discretion of the Employer and shall not be subject to grievance or arbitration provisions.

If an employee is transferred to a different position with the Employer's business, the Employer shall have the right within **thirty (30)** days after said transfer to return the employee to her former position. The employee shall have the right within **thirty (30)** days after said transfer to return to her former position.

11.5 Shift Trading: The voluntary trading of shifts will not be permitted without the consent of the Scheduler/Supervisor. Trading of shifts for emergency purposes will be permitted provided the employees involved made prior arrangements with the Scheduler/Supervisor.

11.6 All trades from employee to employee, or give a-ways involving a Holiday, will be posted, and a senior employee able to work the posted trade or give away may request and be granted the trade or give away so long as it would not require the Employer to pay out overtime.

Employees who violate the posting to trade or give away Holidays will not be entitled to trade/give away, and will not be entitled to receive Holiday pay on their next scheduled Holiday.

Once the supervisor has been given a properly posted trade or give away the supervisor shall grant or deny the trade or give away as soon as possible but not later than the 10th hour after receipt. The supervisor shall not unreasonably deny such requests.

If a Holiday falls during an employee's Leave of Absence, the employee on the Leave shall go to the bottom of the list and only be granted the Holiday work after the regularly scheduled employees have had the ability to work the hours and declined.

11.7 Labor Official: It is understood that the authorized Union Representative of the Union in requesting clearance through the nursing home shall notify the office at the time of entry upon the premises. In addition, the labor official must provide evidence that he is a duly accredited representative of the Union.

11.8 All required training and tests shall be paid for by the Employer, including time lost, meals and mileage reimbursed at the current IRS mileage rate, if travel is necessary. Mileage shall be paid from the nursing home. Meals shall be paid for, if not included in the cost of training, at no more than ten dollars (\$10.00) per meal (receipts required).

11.9 This is to affirm Interfaith Care Center's policy of providing Equal Employment Opportunity to all employees and applicants for employment in accordance with all applicable federal, state, and local laws, directives and regulations.

11.10 An employee who comes in when called or who is mandated to stay longer than their scheduled shift on two (2) separate occasions, may request to have their oldest active absence removed from their attendance record. An absence by an employee on a weekend may not be removed. It shall be the responsibility of the employee who has worked the extra two (2) occasions to notify the business office in order to have an absence removed from their record.

ARTICLE 12

LEAVES OF ABSENCE

12.1 An employee shall be entitled to written leaves of absence for the following reasons:

1. A leave of absence shall be given for illness, accident (including Workers' Compensation) and pregnancy of a non-probationary employee. Such absence shall be for a period of up to six (6) months renewable upon approval of the Employer for a maximum period of up to **one year, unless otherwise required by applicable law.** In no event shall a leave of absence, as provided above, be longer than the period of employment. An employee returning from a leave of absence shall provide the Employer with a physician's release to return to work, with or without restrictions. The employee may return to work with restrictions if the Employer has work available within those restrictions and the employee is qualified at that time to perform such work. Should the Employer so request, the employee shall voluntarily submit to an examination by a doctor of the Employer's choice at the expense of the Employer to determine whether or not the employee is fit to return to work.
2. Employees injured on the job shall not be docked for any part of the day on which the injury occurs, providing a call to the Employer is made from the doctor's office by the doctor's personnel notify the Employer of the extent of the injury.

If the injury is not serious, the employee must return to work at once upon leaving the doctor's office. In no instance will the employer be obligated to pay an employee for more than eight (8) hours.

3. Military service by the employee in compliance with applicable law.
4. Any other reason acceptable to the Employer. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence. Leaves of absence granted under this provision shall not exceed a maximum of six (6) months. A leave shall not be granted to allow an employee to take a job out of the bargaining unit.

5. **Jury Duty.** An employee who is called to serve on jury duty shall be paid for actual hours worked for the Employer. If this pay for the days actually worked together with their jury duty pay on those days for which the employee is scheduled to work does not equal the employee's regular weekly pay, the

Employer will make up the difference for a maximum period of one (1) week, provided the employee works such hours as they are available during the hours when court is not in session.

The above shall apply to petit jury duty only. An employee receiving full pay from the Employer while serving on a jury will be required to turn in to the Employer the jury duty pay for the period served on the jury, not to exceed seven (7) days of jury duty.

The Employer shall not grant Leaves of Absence under this Section in order for Students to maintain their Seniority when they are out of the area attending school.

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

12.3 Upon return to work from a leave of absence of a duration of 150 days or less, the employee shall be restored to the employee's previous position. Upon notice to the Employer of availability to work, the employee shall be restored to work to begin not later than one (1) week after giving of such notice. The Employer may permanently fill an employee's position after 150 days of leave. Upon returning from leave of more than 150 days, an employee will be given the first opportunity to return to an open position for which they are qualified and will be given the first opportunity to return to their former position if the position remains open.

12.4 An employee shall immediately return to work upon termination of a leave of absence. Failure to do so shall constitute termination of employment.

12.5 An employee on leave of absence who makes application for unemployment benefits while on leave shall forfeit their leave of absence and their employment shall be immediately terminated.

12.6 An otherwise eligible employee may take a leave of absence in accordance with the Family and Medical Leave Act (FMLA) and/or the Minnesota Pregnancy and Parenting Leave Act, if applicable. The Employer shall have discretion to establish rules, standards, procedures, etc. regarding utilization of FMLA/Parental Leave as permitted by law. Leaves under various statutes shall be taken concurrently unless otherwise required or prohibited by applicable law.

ARTICLE 13 **FUNERAL LEAVE**

13.1 Employees shall be granted a leave with pay of up to three (3) scheduled work days to attend the funeral or memorial service of the following family members:

the employee's spouse or domestic partner, parent, mother-in-law, father-in-law, child, sibling, grandparent, great-grandparent, grandchild, sister-in-law, brother-in-law, stepparent or stepchild. Domestic partner is defined as an individual with whom the employee resides and shares household expenses.

Employees shall be granted one (1) day with pay to attend the funeral or memorial service of a son-in-law, daughter-in-law, aunt, uncle, niece, or nephew if the scheduled work day falls on the day of the funeral or memorial service.

The three (3) days must be used from the time of death through the day following the funeral or memorial service, unless otherwise approved by the Administrator.

13.2 Additional leave for a family member listed above or leave for an individual who is not a family member listed above may be granted on a case-by-case basis by the Director of Human Resources; an employee must use accrued PTO for any such leave, but if the employee does not have any accrued PTO, unpaid leave may be granted.

ARTICLE 14 **MANAGEMENT RIGHTS**

14.1 Except as is specifically limited by the express written provisions of this Agreement, the management of Employer and the direction of the working forces shall be deemed the sole and exclusive function of the Employer.

Such management and direction shall include, but not be limited to the rights to:

- Hire, layoff, demote, promote, transfer, discharge or discipline for just cause.
- Maintain discipline;
- Assign and delegate work;
- Determine quality and quantity of work performed;
- Maintain and improve efficiency;
- Require observance of nursing home rules and regulations;
- Direct the working forces;
- Determine the number of hours to be worked;
- Determine the materials, means and type of services provided;
- Determine the methods, supplies and equipment to be utilized;
- Determine the methods of compliance with federal and state regulations affecting nursing homes;
- Discontinue jobs because of valid management and economic reasons;
- Decide employee qualifications consistent with federal and state standards; and Manage and administer the Employer's operation.

ARTICLE 15 **SEPARABILITY**

15.1 Should any part hereof or any provisions herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction or an unfair labor practice by final

decisions of a labor relations board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereto. Nothing herein shall be construed to replace or abridge the right of either party to appeal to court of administrative decrees or decisions.

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

ARTICLE 16 **TERM OF AGREEMENT**

16.1 Except as otherwise provided herein, the period of this Agreement shall be from **January 1, 2020**, to and including **December 31, 2022**, and shall automatically renew each year thereafter unless ninety (90) days prior to the anniversary date either party gives notice to the other of its intentions to amend or terminate the Agreement.

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

**INTER-FAITH CARE CENTER
and Pineview Apartments/
Carlton Place**

By 
Tim Zwickey
Administrator

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

By 
Allen Priolo
Union Representative

**INTER-FAITH CARE CENTER
UNION POLICY ON SCHEDULING WORK DAYS**

REPLACING AN EMPLOYEE WHO HAS CALLED IN AFTER THE WORK SCHEDULE HAS BEEN POSTED:

The days that need to be filled will be posted and given according to seniority within the department.

1. Call the employee on the call-in list by seniority, who is not scheduled to work that day, provided no overtime is involved.

a. When the name of an employee that is scheduled for a shorter shift, is reached on the call-in list in any department, they will be offered the longer shift.

b. The offered shift must be at least one (1) hour greater than their scheduled shift.

2. If the need arises, employees may be asked to work an entire shift at overtime pay. This would be done on a rotating basis by seniority. After overtime has been offered to the employees on the call-in list and no one accepts the shift, all employees on the overtime call-in list will be offered the overtime by seniority. An employee who is already on the schedule for the day (the day begins at 10:30 p.m.) will not be called from the overtime call-in list. Working double shifts will be a last resort.

3. The following applies to all bargaining unit employees:

a. To minimize forced overtime by a preceding shift, four (4) hours at time and one-half (1½) may be offered to employees volunteering to come in, if the entire shift cannot be filled.

b. If no time remains before the end of the shift to cover the vacancy, proceed with the following (ONLY AFTER COMPLETING NUMBER ONE ABOVE).

c. The Employer has the right to require the least senior, qualified employee on duty in the house at the time of the shortage to cover the vacancy for as long as house need exists, up to eight (8) hours.

SCHEDULING EMPLOYEES TO FILL IN FOR PTO, LEAVES, PERSONAL HOLIDAYS, ETC. (Before the schedule has been posted or, if time permits, after the schedule has been posted.)

Employees who have regularly scheduled shifts will be allowed to sign up for a longer or shorter shift before and after the schedule is completed; as long as the Employer can fill your scheduled shift. The days will be filled by seniority by employees who work within their department.

Employees who have regularly scheduled short shifts will be allowed to sign up for a longer shift prior to the schedule being completed. Those employees will be given

longer shifts by seniority if their regularly scheduled shift can be filled. This procedure will not be allowed for seven (7) hour CNA shifts. Once an employee's schedule has been completed, shift changes may not be honored.

FILL INS:

If there are unfilled days that cannot be filled voluntarily within the department, they will be made available to the most senior, qualified employee outside of the department.

If there are still unfilled days remaining, the least senior employees on that shift will receive one (1) extra day and on up to the most senior employee, each receiving one (1) additional day and so on until all days have been filled. Extra days will be assigned to employees provided no overtime is involved.

TEMPORARY HOURS:

Temporary, regularly scheduled days will be posted for seven (7) calendar days with the intent that the entire posting be picked up by one (1) employee. If the entire posting is not picked up, employees may add some of those days to their permanent block on a temporary basis. Dietary employees who have 5:00 p.m. to 9:00 p.m. shifts for the majority of their permanently scheduled days will be allowed to temporarily pick up longer shifts. Employees who have a maximum of twenty-eight (28) hours per pay period or less of permanent and/or temporary permanent hours will be allowed to temporarily give up those days.

CALL-IN LIST WILL BE ESTABLISHED AS FOLLOWS:

Employees may sign up for whichever shift they wish to be called in for.

Call-in lists will be effective for three-month periods.

Employees electing to sign up on the call-in lists will remain on the list for the duration of the above time periods unless prior approval is received from your supervisor.

All call-in lists are prepared according to seniority by department.

Employees who are on the call-in list and refuse to work a shift will be dropped from the call-in list for that particular shift after being called three times in a row.

An employee who has a permanent weekend will not have weekend refusals to work counted against them. Weekends begin 10:45 p.m. Fridays and end 10:45 p.m. Sundays.

If employees are dropped from the call-in list two (2) times in a row, they will not be allowed back on that call-in list for a period of six (6) months.

Employees on PTO, Personal Holiday or other leaves available to them in the collective bargaining agreement shall not be called for work unless the employee has

notified the employer of their desire to be called.

SIGNING UP FOR ADDITIONAL REGULARLY SCHEDULED DAYS ON A PERMANENT BASIS:

A. Available blocks will be posted for seven (7) days. The most senior employee who signs for the full block will be given the block. If no employee signs for the full block, the most senior employee who signed for one (1) or more days of the block will be given those days, and those days will be added to the employee's permanent block. Such employee will not be able to drop any days (old or new) from his or her permanent block for at least six (6) months, except with the mutual agreement of the Employer and the employee.

B. Employees must eventually work every other weekend. Employees must sign up for permanent weekends when they become available. Employees that do not have permanent hours must fill in for weekends if more senior employees have not signed for them.

C. Employees who want to give up regularly scheduled days must keep two (2) weekend days in a two-week period. Weekend days mean Saturday and Sunday. Weekend days may only mean two (2) Saturdays or Sundays with the mutual agreement of the Employer and the employee. With respect to an employee who had such a mutual agreement with the Employer prior to the ratification of the 2020-2022 Collective Bargaining Agreement, that agreement will continue only as long as the employee remains in the same position in the same Department.

TRADE OR GIVE-AWAY OF DAYS:

Special request forms must be completed and turned in to the office forty-eight (48) hours before the request. Two giveaways will be allowed per employee per four-week schedule. Employees will not be permitted to give away more than four (4) weekend days per calendar year. (Complete shifts).

Exceptions to this could occur if employee talks directly with their supervisor. If you are unable to talk directly with your supervisor, you may talk to the administrator.

C. If someone is completing a shift for you, you must also fill out a special request form. If the shift to be given away or completed for you is of greater scheduled time than that of your co-worker(s), your co-worker(s) may use their seniority to bump for the longer shift, provided they hold more seniority than the person agreeing to work or complete your shift. It is the responsibility of the employee(s) to notify their supervisor of the fact that they are invoking their seniority rights for the longer shift.

D. Employees giving away days must follow the seniority list in offering the days to their fellow employees. Employees who have posted and dated their give-away day(s) for forty-eight (48) hours prior to turning it in to the office, will not be required to call their co-workers on the call-in list. If less than forty-eight (48) hours is given, the employee must go through the call-in list by seniority.

TIME SLIPS:

During the contract year, an employee may submit a time slip for an Employer scheduling error. However, the Employer will not pay for the first qualified time slip for each employee who submits one.

**LETTER
Of
UNDERSTANDING**

The Employer shall endeavor to allow that employees with 20 years or more of service do not have to hold permanent week-ends. Seniority shall prevail provided the employee meets the following criteria:

A. The employee will work, if work is available, up to ten (10) weekend days if they give up both weekend days, or up to five (5) if giving up one (1) weekend day in a calendar year. The Employer will attempt to fill weekend days without using the employees who have given up days.

B. The employee is responsible for keeping track of these five (5) or ten (10) weekend days.

C. The employee who gives up their week - ends are encouraged to pick up Fridays if available. At least one (1) Friday per pay period if available.

This Letter of Understanding is extended through December 31, 2022.

Inter-Faith Care Center

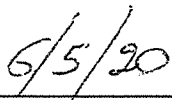
UFCW Local #1189



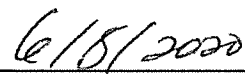
Tim Zwick - Administrator



Allen Priolo - Union Representative



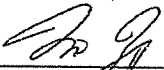
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LETTER OF UNDERSTANDING

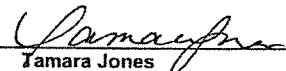
The parties agree that, within one (1) month of the ratification of the 2015-2017 labor contract, the Employer will establish a Scheduling Committee. Such committee shall consist of no more than six (6) individuals, and shall include three (3) individuals representing the Employer, and three (3) individuals representing the Union. At least one (1) of the Employer representatives shall be the Scheduler (or someone similar). If the members of the Committee reach consensus on any scheduling issue, the Employer will implement such changes within a reasonable time.

**INTER-FAITH CARE CENTER
and Pineview Apartments/Carlton Place**

By 

Tim Zwick
Administrator

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL #1189

By 

Tamara Jones
Union Representative