

Lakeshore

Contract

Effective
10/01/2021 – 09/30/2024



United Food and Commercial Workers Union Local 1189

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COLLECTIVE BARGAINING AGREEMENT

By and Between

ECUMEN LAKESHORE

And

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL NO. 1189**

OCTOBER 1st, 2021 to and including SEPTEMBER 30th, 2024

INDEX

ARTICLE	PAGE
UNION MANAGEMENT RELATIONSHIP	1
I. RECOGNITION OF UNION	1
II. DEFINITIONS AND HOURS OF WORK	2
III. SCHEDULE OF WAGES	7
IV. HOLIDAYS	9
V. SENIORITY	10
VI. TERMINATION OF EMPLOYMENT	14
VII. DISCHARGE	15
VIII. GRIEVANCE AND ARBITRATION	16
IX. NO STRIKE	17
X. VACATIONS	18
XI. REST PERIODS AND LUNCH PERIODS	21
XII. LEAVES OF ABSENCE, JURY DUTY & SICK LEAVE	21
XIII. HEALTH UNIT COORDINATORS	24
XIV. MANAGEMENT RIGHTS	25
XV. MISCELLANEOUS	25
PROCEDURE FOR FILLING OPEN SHIFTS NURSING DEPARTMENT	
LETTER of UNDERSTANDING - PENSION	
LETTER of UNDERSTANDING CONTRACTED EMPLOYEES	
LETTER OF UNDERSTANDING REGARDING START AND STOP TIMES OF SHIFTS	
LETTER OF UNDERSTANDING REGARDING HCSG AND SODEXO EMPLOYEES	
LETTER OF UNDERSTANDING REGARDING LEAVE AND VACATION SICK TIME	

COLLECTIVE BARGAINING AGREEMENT

By and Between

LAKESHORE

And

UNITED FOOD AND COMMERCIAL WORKERS UNION

LOCAL NO. 1189

THIS AGREEMENT made this first day of October 2021 by and between Lakeshore (hereinafter also referred to as the Employer), and the United Food and Commercial Workers Union, Local No. 1189, Duluth, Minnesota, chartered by the United Food and Commercial Workers International Union, hereinafter described as the Union or Local 1189.

UNION MANAGEMENT RELATIONSHIP

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 I

RECOGNITION OF UNION

- 1.1 The Employer recognizes the Union as the sole representative and exclusive bargaining agent for all its full-time and part-time employees in the Nursing Assistant/Registered, **Trained Medication Assistant**, Resident Assistant, Licensed Beautician, Activity Aide, Health Unit Coordinator, Housekeeping, Laundry Assistant, Maintenance Assistant, Maintenance Technician, Cook, Dietary Aide classifications, but excluding Licensed Practical Nurses, Registered Nurses, Office Clerical, COTAs, Professional Employees and Supervisors as defined by the National Labor Relations Act, as amended.
- 1.2 All present employees covered by this Agreement, 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 present employees covered by this Agreement shall become members after that date, and all new employees covered by this Agreement after thirty-one (31) days of employment shall, as a condition of employment maintain their membership in the Union in good standing for the duration of this Agreement.
- 1.3 Employees covered by this Agreement, on the date of hire, shall complete and sign applications for membership in the Union and authorization for the deduction of Union dues and initiation fees. Such forms are to become valid on the thirty-first (31st) calendar day following date of hire. Such deductions will be made by the Employer from the wages of employees each payroll period and transmitted to the Union by the 15th of the month following the month deduction were taken. The Employer and the Union shall, by mutual agreement, be authorized to alter or amend the functional procedures herein, if necessary.

- 1.4 In the event no wages are then due the employee, the deduction for such month shall be made from the first wages next due the employee.
- 1.5 The Employer agrees, under the Contract requirements above, to have each new employee covered by this Agreement complete a Union Membership Card and a Dues Deduction Authorization Card at the time of hire and to remit them with the initial dues deducted to the union office.
- 1.6 The Employer shall provide to the Union a list of new employees with their names, classification and home address when they are hired.
- 1.7 The Employer shall give the Union and the employee affected two (2) weeks' (fourteen [14] days) notice of termination of employment where the Employer is terminating **its** business or selling the same. The Employer shall give notice of **its** intent to sell no later than fourteen (14) days prior to the close of the sale.

ARTICLE II
DEFINITIONS AND HOURS OF WORK

2.1 DEFINITIONS:

1. FULL-TIME: An employee holding a schedule of sixty (60) to eighty (80) hours per pay period.
2. PART-TIME: An employee holding a schedule of a minimum of sixteen (16) hours per pay period but less than sixty (60) hours per pay period.
3. PROBATIONARY EMPLOYEES: An employee who has worked less than 320 hours. The Employer may extend the probationary period an additional 160 hours with written notice to Union.
4. TEMPORARY EMPLOYEES: Are utilized for the following formats:
 - A. Temporary positions are for employees hired to replace existing positions and/or for special projects (non-permanent employment projects of six months or less) and are not to exceed six (6) months unless there is a request for an extension. Extension requests are to be submitted in writing to the union.
 - B. Hours worked while on temporary status do not count toward probationary hours.
 - C. If an employee is on temporary status, they are not a member of the bargaining unit.
 - D. Temporary employees are not to displace bargaining unit employees.

- E. **The Employer will make a list of temporary employees, including position, title, agency name, start date, estimated end date, reason for hire, and provide it to the Union upon request.**
5. **BARGAINING UNIT EMPLOYEES:** A bargaining unit employee is defined as an employee covered by the contract between the Union and Lakeshore.
 6. **TRANSITIONAL DUTY EMPLOYEES:** Are employees on Worker's compensation with a work-related injury and with limitations as defined by a physician.
 7. **ON-CALL EMPLOYEES:** An employee who has no scheduled hours, holds no schedule and works from zero (0) to eighty (80) hours per pay period and receives no benefits but receives appropriate holiday pay for working a designated holiday and is also not a member of the bargaining unit.

If a bargaining unit member accepts on-call status, this is considered a break in service. If they return to the bargaining unit, a new hire date and **seniority** date is assigned.

Work shall be offered to regular employees on layoff before on-call employees, unless the employee on layoff has indicated that they do not wish to be called. Employees on layoff who accept on-call status will not have a break in service unless they have been offered recall and refused or they are in layoff status for more than two (2) years, as stated in Article V, Section 5.7.

- 2.2 The normal hours of work shall be eight (8) per day and eighty (80) in each two (2) week period. All hours worked in excess of eight (8) hours per day or eighty (80) hours in each two (2) week work period shall be considered overtime and shall be compensated for at time and one-half (1-1/2). All work scheduled or approved by the Employer or designee on the seventh (7th) consecutive day shall be compensated for at time and one-half (1-1/2). All work scheduled or approved by the Employer or designee after seven (7) consecutive days shall be at double time (2x). Whenever possible, the 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. A consecutive day for the purpose of this section means a day where an employee works a minimum of four (4) hours.

The Work Day shall include a Night (NOC) Shift, followed by a Day (AM) Shift, and ending with the Afternoon (PM) Shift. The day divide is at 10:30 pm. It is agreed upon that an employee who works consecutive hours shall be paid at the applicable overtime rate for all consecutive hours worked after eight (8) hours.

The Work Week shall begin with the Night (NOC) Shift on Thursday, and conclude with the Afternoon (PM) Shift on the following Thursday.

The Pay Period shall begin on the Night (NOC) shift on Thursday, and

conclude with the Afternoon (PM) Shift on the second Thursday following.

Holidays will begin with the Night (NOC) Shift that begins work on the evening before, and ends with the Afternoon Shift on the calendar day of the holiday. For example:

- The Fourth of July Holiday will start with the Night Shift that arrives for work at 10:30 pm on July 3rd, and runs through the Day and Afternoon shift on July 4th.
- The Thanksgiving Holiday will begin with the NOC Shift that arrives on Wednesday night and will run through the PM Shift on Thursday Afternoon.
- Note that there is language in 4.3 regarding payment of holiday worked premium on the PM shift on the eves of Christmas and New Year's.

MANDATORY OVERTIME:

- 1) Management will assign mandatory overtime in a reasonable and consistent manner, giving as much advance notice as possible. Scheduling will use all available call-in procedures possible and scheduling (or supervisor) will ask for volunteers before formally starting mandatory overtime assignments.
- 2) If requests for voluntary overtime fail to fulfill staffing needs, the Employer may require mandatory overtime. The least senior employee, by department, working on that shift will be required to work unless **the employee** meets other criteria set forth below to move further down the mandatory overtime list. Mandatory overtime will only be used when the number of employees scheduled is insufficient to meet basic care needs for the residents. An employee who is new to their position shall not be subject to mandatory overtime until they have completed five (5) shifts following successful completion of orientation.
- 3) Mandatory overtime needs can require from one hour up to an additional eight (8) hours of work.
- 4) Once an employee has worked a mandatory overtime shift, they will be moved to the bottom of the mandatory overtime list.
- 5) If an employee is working on a day they picked up, they will not be required to work mandatory overtime on that day, unless all other options have been exhausted.
- 6) An employee who has picked up and has been placed on the schedule for two (2) extra shifts will move to the bottom of the mandatory overtime list. However, if an

employee fails to work either of the extra shifts they had agreed upon, they will be moved back to the top of mandatory overtime list.

- 7) The employee who is being required to work mandatory overtime will have the option to remain where they have been working or to move to where the need is, unless there is a legitimate reason why the employee being mandated is unable to work where the need is.
- 8) Staffing records will be available to the business agent or designee of the bargaining unit upon request.

- 2.3 Work schedules for a **four (4) week** period beginning on Friday shall be posted one week in advance and shall remain posted **for the duration of the schedule period**. Once the scheduled is posted, no changes shall be made unless agreed to by the employee and the Employer.

Part-time and full-time employees shall be scheduled for all additional hours above the assigned hours by seniority, if **providing that** they notify the employer in writing **or electronically, using the appropriate means that is established for each department, no later than the deadline set forth in Article 2.4**. Extra days that are picked up by employees shall become part of their **four-week** schedule after approved by management, and cannot be taken away without the employee's agreement, except when newly hired employees fill the position.

- 2.4 Procedure for filling extra hours and overtime:

1. The employee must notify the Employer for the upcoming pay **four-week schedule** period, by 9:00 am on the Wednesday prior to the posting of the schedule **on Friday**, of those days on which they are available to work extra hours and/or overtime, in order to be considered for extra hours or overtime assignments during the following pay **schedule period. The notification must be via the UKG/Kronos system, if their department is using it, or by whatever method is used in their department.**
2. **The Employer will fill the schedule needs according to the following order:**
 - A. **Straight time shifts, from those employees who provided notification of their availability by the 9:00 am Wednesday deadline, in seniority order.**
 - B. **Straight time shifts from any other interested employee who did not provide notification of their availability by the 9:00 Wednesday deadline.**
 - C. **On-call staff, available at straight time, that have provided notification of their availability by the 9:00 am Wednesday deadline.**
 - D. **Overtime (time-and-a-half) shifts from those employees who provided notification of their availability by the 9:00 am Wednesday deadline, in seniority order.**
 - E. **Overtime (time and a half) shifts from those employees who did not provide notification of their availability by the 9:00 Wednesday deadline.**

- F. **Double-time (2x) shifts from those employees who provided notification of their availability by the 9:00 am Wednesday deadline, in seniority order.**
 - G. **Double-time (2x) shifts from those employees who did not provide notification of their availability by the 9:00 am Wednesday deadline, in seniority order.**
3. **The Employer will post the four-week schedule by 5:00 pm on the Friday before the schedule period begins. This posting shall include all straight time shifts that have been approved throughout the four-week schedule.**
 4. **The Employer will notify employees by 3:30 pm on the following Monday of those overtime or double time hours that have been approved for the first week of the schedule period (i.e. Thursday NOC through Thursday PM). During this time employees who would qualify under b&c cannot take the shift over those employees that would qualify under d-f.**
 5. **The Employer will notify employees on the first day of the scheduling period (i.e. Friday), of any remaining overtime or double-time hours that have been approved through the remainder of the scheduling period.**

Straight time shifts will continue to be awarded on a first-come, first served basis until this time.

Once the new schedule begins, any remaining shifts are available on a first-come, first-served basis.

6. Any schedule exchanges between employees must be approved in advance by the supervisor, and schedule exchange requests that result in overtime payment to either of the employees may be denied by the employer. **Schedule exchanges must be made using the UKG/Kronos system, if that system is being used by the department.**
 7. In case of late call-ins or weather emergency situations the supervisor may at **their** own discretion choose to offer overtime to staff already in the building, rather than calling staff who are not working.
 8. If the above procedure fails to fill a shift, the supervisor may require employees to work the hours, following the mandatory overtime provision of the contract in Article 2.2.
- 2.5 If an employee is called in to work with less than one (1) hours' notice, the employee will be allowed up to one (1) hour from the time the employee was called to report for the shift for which called and be paid for the full shift.

- 2.6 An employee reporting for work at their regular scheduled starting time that 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. A bona fide attempt by the Employer to contact the employee shall be taken as notice under this provision.
- 2.7 If the employees are assigned by their supervisor to work at their duties of a higher grade for a period of four (4) hours or longer in this grade, they shall receive pay for all actual hours worked that shift at the higher grade; this shall also include vacations.
- 2.8 For the purposes of this section, Time Off shall be defined as time before or after an employee's regular scheduled shift and Day Off shall be defined to mean a calendar day when an employee is not scheduled to work. Employees attending required in-service training on their time off shall be compensated at straight-time or overtime rates as provided for in Section 2.1 above. Employees attending in-service training on their day off shall be guaranteed one (1) hour's pay **or** actual time spent at the in-service, whichever is greater, at straight-time rates.
- 2.9 Maintenance employees who are called in to work outside the scheduled work day shall be guaranteed a minimum of **two (2)** hours of pay or work in lieu thereof. Paid commute time shall be for a maximum of 30 minutes.

ARTICLE III
SCHEDULE OF WAGES

- 3.1 The following shall constitute the minimum scale of wages for employees in the following classifications:

Effective 10/1/2021	start	1 year	2 year	3 year	4 year	5 year	10 year	15 year	20 year
Housekeeping/Laundry/Maint.	14.04	14.38	14.85	15.08	15.71	16.56	16.84	17.11	17.39
Maintenance Technician II	15.68	16.03	16.48	16.72	17.36	18.20	18.48	18.75	19.02
Nursing Assistant (CNA)	17.05	17.59	18.12	18.65	19.19	20.25	21.32	21.59	21.85
Trained Med Assistant (TMA)	18.05	18.59	19.12	19.65	20.19	21.25	22.32	22.59	22.85
Health Unit Coordinator (HUC)	15.33	15.71	16.16	16.50	17.13	17.71	17.98	18.25	18.53
Beautician	14.22	14.58	15.03	15.26	16.10	16.73	17.00	17.27	17.54
Resident Assistant (RA)	14.29	14.65	15.10	15.33	16.18	16.81	17.09	17.36	17.63
Cook	15.06	15.38	15.81	16.02	16.61	17.40	17.66	17.91	18.17
Dining Assistant	13.06	13.38	13.81	14.02	14.61	15.40	15.66	15.91	16.17

Effective 10/1/2022	start	1 year	2 year	3 year	4 year	5 year	10 year	15 year	20 year
Housekeeping/Laundry/Maint.	14.43	14.78	15.26	15.49	16.15	17.01	17.30	17.58	17.87
Maintenance Technician II	16.11	16.47	16.94	17.18	17.83	18.70	18.99	19.27	19.54
Nursing Assistant (CNA)	17.52	18.07	18.62	19.17	19.71	20.81	21.90	22.18	22.45
Trained Med Assistant (TMA)	18.52	19.07	19.62	20.17	20.71	21.81	22.90	23.18	23.45
Health Unit Coordinator (HUC)	15.75	16.15	16.61	16.96	17.60	18.20	18.48	18.75	19.04
Beautician	14.61	14.98	15.44	15.68	16.54	17.19	17.47	17.75	18.03
Resident Assistant (RA)	14.68	15.05	15.52	15.75	16.62	17.28	17.56	17.83	18.11
Cook	16.43	16.78	17.26	17.49	18.15	19.01	19.30	19.58	19.87
Dining Assistant	14.43	14.78	15.26	15.49	16.15	17.01	17.30	17.58	17.87

Effective 10/1/2023	start	1 year	2 year	3 year	4 year	5 year	10 year	15 year	20 year
Housekeeping/Laundry/Maint.	14.82	15.19	15.68	15.92	16.59	17.48	17.78	18.06	18.36
Maintenance Technician II	16.56	16.92	17.40	17.66	18.33	19.21	19.51	19.80	20.08
Nursing Assistant (CNA)	18.01	18.57	19.13	19.69	20.26	21.38	22.51	22.79	23.07
Trained Med Assistant (TMA)	19.01	19.57	20.13	20.69	21.26	22.38	23.51	23.79	24.07
Health Unit Coordinator (HUC)	16.18	16.59	17.06	17.43	18.08	18.70	18.98	19.27	19.57
Beautician	15.01	15.39	15.87	16.11	17.00	17.67	17.95	18.24	18.52
Resident Assistant (RA)	15.08	15.47	15.94	16.18	17.08	17.75	18.04	18.33	18.61
Cook	16.82	17.19	17.68	17.92	18.59	19.48	19.78	20.06	20.36
Dining Assistant	14.82	15.19	15.68	15.92	16.59	17.48	17.78	18.06	18.36

Employees who are above scale for their respective classifications shall receive the following increases: October 1, 2021 (4%); October 1, 2022 (2.75%); October 1, 2023 (2.75%).

Trained Medication Assistant (TMA): Nursing Assistants, when working in the capacity of a TMA, shall receive an additional one dollar (\$1.00) per hour above the Nursing Assistant pay scale. If an employee is scheduled for a shift as a TMA and is required to work as a CNA for all or part of the shift, or if an employee is moved from CNA to TMA for all or any part of a shift, the employee shall receive the additional one dollar (\$1.00) per hour for the entire shift.

Night (NOC) Shift Differential: Employees when working on the Night (NOC) Shift will receive an additional \$.50 per hour.

Orientation Pay: Employees, in all departments, that are assigned to train in new employees shall receive an additional fifty cents (\$.50) per hour.

3.2 Employees who complete their anniversary date of employment shall receive their increment increases on a calendar basis in accordance with the wage schedule above.

3.3 Comparable experience in the preceding **six (6)** years shall be recognized for wages only on the following basis:

No newly hired employee shall be credited above the **five (5)** year step on the scale.

3.4 No employee making above the minimum wage rate in any classification will suffer a reduction in wages as a result of establishing minimum wage rates for the classification.

3.5 All employees who, under the preceding Labor Contract, were being paid above the appropriate progression rate of pay shall continue to be paid that amount above the appropriate progression rate.

3.6 Weekend Bonus Pay:

Lakeshore/Ecumen will provide **seventy** dollars (**\$70.00**) weekend pickup bonus to maintain the minimum staffing guidelines set by State and federal regulations. The bonus will be paid for non-overtime hours weekend hours that are picked up through the scheduling office or management. The bonus shall not apply to overtime hours, weekend rescheduled hours, or schedule exchanges between employees.

ARTICLE IV HOLIDAYS

4.1 The following days shall be paid holidays: New Year's Day, **Dr. Martin Luther King Jr, Day**, July Fourth, Easter Sunday, Labor Day, Christmas Day, Memorial Day and Thanksgiving Day.

4.2 In addition to these holidays, all eligible employees (see Sections 4.6 and 4.7) shall be granted floating holidays with pay on the following basis:

A. Employees with one (1) year of continuous service shall receive one (1) floating holiday.

B. Employees with three (3) years of service shall receive a total of two (2) floating holidays.

Employees can take their floating holiday(s) anytime (including Saturday and Sunday) provided a qualified replacement could be found. It is the Employer's responsibility to find a replacement. The floating holiday(s) must be taken during the anniversary year following the one in which they were earned or be forfeited. It is understood that the Employer will not have to pay overtime in order to grant a floating holiday, and the Employer shall use reasonable and fair judgment in determining whether a replacement is qualified.

- 4.3 All employees who work on any of the above holidays or days celebrated as such shall be paid two and one-half (2 1/2) times their regular straight-time pay for all hours worked. All continuous hours worked shall qualify for Holiday pay. **Employees who work on the afternoon shift (i.e. reporting for work on or after 2:30 pm) on either Christmas Eve (December 24th) or New Year's Eve (December 31st) shall receive one-and-one half time pay for hours worked during that shift.**
- 4.4 When a holiday falls on the employee's regularly scheduled day, the employee may be required to work that day. Seniority will be recognized in determining who works and who is off. If an employee is scheduled for a holiday and would like that day off with pay, they must follow the procedure outlined in Section 10.4.
- 4.5 When a holiday falls on an eligible employee's day off, they shall receive straight-time pay for their average or normal work day. Employees that have the holiday fall on their day off shall work their regular permanently scheduled days and shall receive holiday pay also.
- 4.6 To be eligible for a paid holiday, the employee must have averaged a minimum of forty (40) hours per pay period (two [2] weeks) during the two (2) pay periods immediately prior to the pay period in which the holiday occurs.
- 4.7 Those employees that are not classified as full-time employees and who work an average of at least forty (40) hours, but less than eighty (80) hours during the two (2) pay periods immediately prior to the pay period in which the holiday occurs, shall be paid holiday pay for the average number of daily hours worked during such two (2) pay periods. Fraction of hours shall be computed to the nearest half (1/2) hour.
- 4.8 An excused absence from work on the employee's scheduled work day preceding or following a holiday shall entitle the employee to receive **their** pay for a holiday. An excused absence shall be defined as sick leave, jury duty, and funeral leave as described in Article XII, of this Agreement and other approved, scheduled absences except those provided under Section 12.3 of this Agreement.

ARTICLE V SENIORITY

- 5.1 Every employee covered by the terms of this Contract shall have seniority as herein provided from the date of such employee's original date of hire as posted on the seniority list, unless such seniority is broken for reasons specified herein. Such seniority shall apply only to layoffs, rehiring and filling of vacancies of jobs covered by the terms of this Contract.
- 5.2 Seniority shall be first by department to be supplemented by unit-wide seniority as hereinafter provided.
- 5.3 Employees shall be probationary employees for their first three hundred twenty (320) hours of employment and during such period may be discharged by the Employer without cause and without the same causing a breach of this contract or constituting a grievance

hereunder. The Employer may extend the probationary period for an additional one hundred sixty (160) hour period. The Employer will provide the Union and the affected employee written notice of such extension prior to the completion of the first 320 hours.

- 5.4 The Employer will, on the first day of April of each calendar year, prepare a seniority list of employees covered by this Agreement and post the same on a bulletin board in the Home. Such seniority list shall specify both the department and unit seniority of each employee.

Within fifteen (15) days thereafter, the employees may file with the Employer any objection to such seniority ratings. Within twenty (20) days of such posting, the Union and the Employer shall mutually agree on such correction. After so corrected, such seniority ratings shall be permanent and shall not be subject to change except as to new employees whose names are placed on subsequent seniority postings.

- 5.5 The foregoing provisions shall apply to layoffs, rehiring and promotions in such department, if the employee is qualified to fulfill the job duties thereof. Such department shall be:

- (a) Nursing Department, which department shall include Nursing Assistants\ Registered **and Trained Medication Assistants**
- (b) Health Unit Coordinators
- (c) Beauticians
- (d) Resident Assistants
- (e) Dining Services
- (f) Housekeeping
- (g) Laundry
- (h) Maintenance

- 5.6 All job vacancies and new positions, which the Employer wishes to fill, shall be posted within fourteen (14) calendar days after management receives notification that a vacancy will exist (a four [4] day posting period). Employees of the department in which such vacancy occurs, if qualified, shall be given preference according to seniority in filling such vacancy. If no one in the department in which the vacancy occurs applies, or if such applicant is not qualified, then any qualified employee outside the department so applying shall be given preference according to seniority in the unit. The Employer, during such four (4) day posting period, may assign temporarily any employee to such vacancy. The Employer shall notify the Union, in writing, of any position they intend to eliminate. If a Nursing Assistant/Registered transfers to another department, the Employer shall allow the employee to work sufficient available hours as Nursing Assistant in order to maintain registered status.

- 5.7 An employee's seniority for any purpose shall be broken and terminated by:

- (1) Voluntarily quitting employment.

- (2) Discharge for cause.
- (3) Failing within one (1) calendar week to report for work after Layoff upon receipt of notice by Registered or Certified Mail.
- (4) Employment by any other employer during a leave of absence.
- (5) Layoff which continues for more than two (2) years.
- (6) Absence from work because of personal illness or injury for more than one (1) year.
- (7) Accepting on-call status.

5.8 Any employee may be temporarily transferred from one department or unit to another when vacancies or requirements of work, as determined by management, requires such transfers; provided, however, that if the job to which such employee is transferred pays a higher rate of pay than **their** scheduled employment, then such employee shall receive such higher rate during the time when **they are** so employed in such higher rated job. No employee may be permanently transferred without such employee's consent, but when so transferred such employee's seniority in the department from which such employee is transferred shall terminate, and such employee's seniority in the new department shall commence as of the date of transfer.

Such permanently transferred employee shall, however, for the first fourteen (14) days that **they are** employed in the new department, be considered a temporary employee on probation in such department, and during such fourteen (14) period at such employee's own request, such employee may be transferred to **their** original department, or if such employee is not qualified, the Employer may retransfer such employee to **their** original department, if so re-transferred to the employee's original department, such employee shall be restored with full seniority and pay in such employee's former position in the old department.

- 5.9 Employees transferred from one wage grade to another shall commence work in the wage grade to which they are transferred at the same wage increment step they are at.
- 5.10 Employees transferring from one job to another in the same wage grade shall not suffer any reduction in increment steps, but shall continue with the same increments as in their former job.
- 5.11 An employee who transfers from one job to another shall not, however, lose their unit wide seniority. Department seniority shall control all promotions or filling of vacancies in any department unless there is no qualified applicant in the department, in which event, unit wide seniority shall control if there are qualified employee applicants outside the department.
- 5.12 When possible to do so, a full-time vacancy shall be filled by a full-time employee.
- 5.13 Layoffs: When the Employer determines it becomes necessary to reduce staff to adjust to

the census or for other reasons, the reduction will take place in the following manner:

- A. Two (2) weeks' notice to Business Agent of FTEs to be laid off.
 - B. Request voluntary layoffs first.
 - C. Thereafter, staff reduction will take place by laying off the least senior department employee first.
 - D. One week (7 days) written notice to employees affected.
 - E. Following a layoff, if full-time or part-time work becomes available, laid off employees will be called back to full-time or part-time positions starting with the most Senior employee laid off, assuming the employee is qualified for the position, or they can become reasonably proficient within a period of time not to exceed five (5) days.
- 5.14 Any dispute arising over the interpretation or application of seniority shall be subject to settlement through the grievance procedure as stated in Article VIII.
- 5.15 All seniority lists and job vacancies, as provided for in this section, will be posted upon such bulletin boards as may be mutually agreed upon by the parties hereto.
- 5.16 The staffing policy of Lakeshore is to maintain staffing levels consistent with resident census and with management's determination of the work requirements necessary to provide quality resident care at a reasonable cost and efficient allocation of human resources. Management will determine levels in accordance with department needs.

Should resident/patient census and work requirements indicate that a reduction in the work force is necessary, adjustments will be made. "Low census hours" will be used to effect "temporary reductions" in the work force.

"Low census hours" are utilized to maintain benefit status at hired (status) hours. All "low census hours" will be recorded per departmental procedure to enable Lakeshore/Ecumen to track utilization.

An employee may volunteer to take "low census hours."

If no one in the work force volunteers for "low census hours," then seniority by nursing unit will be applied and the least senior worker will be assigned "low census hours." Non-nursing personnel will utilize "low census hours" by department seniority.

If those low census hours amount to more than a one (1) hour reduction on a unit, the employee or those effected, will have the right to use their departmental seniority to displace a less senior employee on a different unit.

Employees will be given notice of at least one (1) hour prior to the utilization of "low census hours."

Employees have the option of taking vacation hours in lieu of "low census hours."

ARTICLE VI
TERMINATION OF EMPLOYMENT

- 6.1 Employees covered by this contract electing to resign or quit their employment will give the Employer two (2) weeks (fourteen [14] days) written notice.

The employee may leave sooner when a qualified replacement can be made by the Employer. The Employer is to furnish printed forms for such resignations.

- 6.2 Employees who give proper notice of termination and complete and sign a resignation form provided by the Employer shall receive all earned and accrued unused vacation plus if applicable, all banked sick leave as of August 29, 1997 as stated in Article XII Section 12.9 #1.

- 6.3 Any new employee shall be subject to discharge at the option of the Employer during the first three hundred twenty (320) hours or four hundred eighty hours if given an extension of probation. After successful completion of the probationary period, no employee shall be suspended, demoted or dismissed without sufficient cause.

If, after proper investigation, it is found that an employee has been disciplined unjustly, **the employee** 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 Reasons for discharge shall include but not be limited to:

1. Dishonesty
2. Unsatisfactory work performance
3. Racial intolerance
4. Failure to obey reasonable instructions not in conflict with this contract
5. Reporting to work impaired or drinking/under the influence of controlled substances while on the job.
6. Failure to notify the Employers or managers to be excused from work
7. Abuse or neglect of Vulnerable Adults as defined by the Vulnerable Adults Statute

- 6.5 Employees resigning within six (6) months of the date of their initial employment with Lakeshore will receive no vacation payout upon termination. Employees discharged for cause or who fail to give proper notice of termination as stated in section 6.1 shall forfeit all accrued vacation pay. Employees who elect to resign and give the proper written notice of termination of employment, as hereinabove required, will be entitled to vacation pay in lieu of vacation to the extent that such vacation pay has been earned on the date of termination of employment.

- 6.6 If the employee fails to report to work as scheduled, or to furnish the Employer with a justifiable excuse (as determined within the sole discretion of the Employer) within forty-

eight (48) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from the service of the Employer, and termination of such employee's seniority and employment.

One (1) no-call, no-show without an acceptable reason (as determined within the sole discretion of the Employer) results in termination of employment.

ARTICLE VII DISCHARGE

- 7.1 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 needs to be given to an employee where he is discharged if the cause for such discharge is dishonesty, impairment or use of controlled substances on the job, abuse or neglect of Vulnerable Adults, as defined by the Vulnerable Adult Statute, gross insubordination, such as verbally or physically abusing a supervisor and/or failing to follow a directive or order from a supervisor, and/or theft or abuse (defined as improper use or treatment) of property belonging to a resident, the Employer or another employee.

In addition, no warning notice need be given in the instance of a suspension, which is defined as a removal from the payroll for a period of time with 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. Employees shall be notified within one (1) week after management determines that an incident should result in disciplinary action. An employee may terminate a meeting with a supervisor or request the presence of a Union Steward/Representative if such meeting may lead to discipline of the employee. If the employee calls a Steward and the Steward attends the meeting, the meeting may continue; however, if the employee's choice of union representative is unavailable, the employee may elect to postpone the meeting up to one hour so that a Steward, the union representative, or union co-worker of the employee's choosing is located. The right to union representation applies only to investigatory meetings that may lead to discipline of the employee; there is no right to union representation if the meeting is for the purpose of issuing discipline to the employee.

- 7.2 All discharges must be by proper written notice to the employee and the union affected and shall state the specific reason for discharge. Any employee may request an investigation as to **their** discharge or suspension. Should such investigation prove that an injustice has been done an employee, **they** shall be reinstated and compensated at his **their** usual rate of pay while **the employee** has been out of work.
- 7.3 Appeal from discharge or suspension must be taken within fifteen (15) days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) days, the case will be taken up as provided for in the grievance procedure of this Agreement.

ARTICLE VIII
GRIEVANCE AND ARBITRATION

- 8.1 Any grievance or dispute regarding the interpretation or application of the provisions of this Contract must be submitted for settlement by the aggrieved employee or employees, or by the Union on its own behalf under the procedure as herein provided, or by the Employer. This procedure shall be the sole and exclusive method for settlement of such disputes:

STEP 1. Any employee or employees who believe there has been a violation of the terms or conditions of this contract in relation their employment shall immediately and promptly take such complaint to the immediate supervisor. Such employee or employees and supervisor shall attempt to resolve said complaint.

No complaint will be considered by any supervisor or representative of the Employer unless it is brought to the attention of the supervisor or representative of the Employer within seven (7) days of its alleged occurrence, except as hereinafter provided as to wages.

STEP 2. If said employee or employees and supervisor cannot resolve said complaint within such seven (7) day period, the employee or employees shall reduce the complaint to writing which shall be considered a grievance.

The grievance shall be so reduced to writing, **on a form provided by the Union**, and submitted within fourteen (14) days after the occurrence of the alleged violation of this Contract to the Administrator; provided, however, that complaints and grievances as to the amount of money due and payable to any employee for wages, hours worked, vacation allowances and days off may be filed and furnished to the Administrator within thirty (30) days after the first regular pay day following the occurrence of such alleged violation relating to such wages.

Failure to give any such notice of **any** grievance arising under the terms and conditions of this contract shall constitute a permanent waiver and bar of the grievance and the employee or employees shall be forever foreclosed from raising any complaint or grievance in regard thereto in any manner whatsoever.

The representatives of the Employer and the Union shall immediately after the submission of such **written** grievance, by mutual negotiations, attempt to arrive at a satisfactory settlement thereof. After such grievance is reduced to and submitted in writing, **the Administrator or designee shall request that a meeting be held with the Union**. The employee or employees shall be represented by the Business Agent of the Union or such other persons as may be designated by the Union to represent such employee or employees, not exceeding, however, three (3) in number. The Employer may be represented by such representation as it shall select. **The Administrator or designee shall have five (5) working days to respond to the grievance following the close of the meeting.**

STEP 3: If a grievance is not resolved at Step 2, either party may request within seven

(7) days of receipt of the Step 2 response to submit the matter to mediation. If the parties mutually agree to do so, the Federal Mediation and Conciliation Service (FMCS) will be contacted and a time will be set for both parties to meet with the mediator in an attempt to resolve the grievance.

STEP 4. If mediation unsuccessfully resolves the grievance, then either party may elevate the matter to arbitration within seven (7) calendar days of the mediation meeting. If mediation is not used, then either party may refer the grievance to arbitration within seven (7) calendar days of receipt of the Step 2 response. Such an appeal to arbitration shall be in writing and served on the other party. A representative of the Employer and a representative of the Union shall attempt to select such arbitrator. If they cannot agree upon the arbitrator, then either the Employer or the Union may request State Conciliation Service or Federal Mediation Service (FMCS) to submit a list of five (5) names from which the arbitrator shall be selected by elimination, first strike to be determined by chance. Either the Union or the Employer may unilaterally reject one panel of arbitrators and request a second panel of arbitrators from the FMCS. The party requesting the second panel will be responsible for paying for the second panel.

The decision or award of said arbitrator shall be final and binding upon the parties and employee or employees affected. The arbitrator shall not add to, alter, amend, or vary the terms of this Agreement.

8.2 The expense and remuneration of the arbitrator shall be borne by the parties equally.

8.3 **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 judgement of the Executive Board such grievance lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this agreement, to the satisfaction of the Union Executive Board.**

ARTICLE IX NO STRIKE / NO LOCKOUT

9.1 The Union will not authorize, assist or support a strike or stoppage of work, and the employees agree that they will not individually or concertedly engage in, assist, or support any strike, slowdown or any other stoppage of work because of any matter covered by this Agreement. Participation in any strike, slowdown, sit-down or stoppage of work brought about either by action of the Union in violation of this Agreement or by action of individuals or groups without Union authority shall be just cause for dismissal or discipline by the Employer (subject to the grievance procedure herein provided). The Employer agrees that during the term of this Agreement, there will be no lockouts by the Employer.

ARTICLE X
VACATIONS

- 10.1 Effective 1/23/08, new employees shall be on Ecumen's Paid Time Off (PTO) Program. (See **People Services or Team Member Handbook** for the Plan specifics)

Employees hired prior to 1/23/08 who choose not to move to the Paid Time Off Program shall receive vacation and sick leave benefits, as per Article X and XII.

Employees hired on or before who choose to be part of Ecumen's PTO Program shall have their sick leave banks frozen. No additional time will be added to the employee's accumulated sick time balance after **the employee** decides to participate in the **PTO** Program. Any sick leave used after the date the bank is frozen shall be deducted from that bank until the balance reaches zero (0). Employees with a frozen sick leave bank will accrue PPL as per the policy at Appendix A.

- 10.2 All full-time, forty (40) hours per week employees shall receive the following vacations which shall be at the regular straight-time rates:

A. All full-time employees with one (1) year of continuous full-time service - one-half (1/2) day per calendar month for each completed month worked, not to exceed forty (40) hours of straight-time pay.

B. All full-time employees with two (2) years of continuous full-time service - one (1) day per month or each completed month worked, not to exceed eighty (80) hours of straight-time pay.

C. All full-time employees with five (5) years of continuous full-time service - one and one-half (1 1/2) days per month for each completed month worked, not to exceed one hundred twenty (120) hours of straight-time pay.

D. All full-time employees with ten (10) years of continuous full-time service - two (2) days per month for each completed month worked, not to exceed one hundred sixty (160) hours of straight-time pay.

- 10.3 All full-time employees who have been continuously employed for at least six (6) months and less than one (1) year prior to their anniversary date will be granted one-half (1/2) working day of vacation for each completed month of employment up to five (5) working days. The employees will be paid for those hours actually earned. If additional time up to the five (5) days is taken, the balance will be paid upon completion of the year of employment.

Example: An employee starts work on July 1, has six (6) months as of January 1, has therefore earned three (3) days (six [6] months times one-half [1/2] day per month), but wishes to take five (5) days of vacation in January. The employee would be paid for three (3) days at the time of vacation taken, but the additional two (2) days of unearned vacation would not be paid until the completion of one (1) year of employment.

10.4 Granting of vacation: Before April 15th the following Vacation and Holiday Groups will be formed:

Group	Responsible for Calendar
2 Groups in the Nursing Department (excluding LPN's & RN's)	Nursing Scheduling Office
1 Group for H.U.C., Housekeeping, Maintenance, Laundry, Dietary	Scheduling
1 Group for Resident Assistants	Nursing Scheduling Office

Please note only the designated person responsible for the calendar is to make the entries onto the calendar.

Reference page 26 Section D of Employee Handbook for sign-up policy.

If an employee was not granted or did not request vacation during their sign-up period that ends for all on April 15th, the earliest that a request can be submitted is April 16th.

No more than three (3) employees, but not less than two (2) for Nursing and one (1) RA, per twenty four (24) hour period of time shall be allowed off on vacation, and in departments considered non-nursing at least one (1) employee, excluding the Supervisor, at any time (HUCs and Beauty Shop).

All vacation requests after April 15th will be granted provided:

- a. If dates are open, vacations will be granted within fourteen (14) days. Check with Scheduling as to availability of days.
- b. No more than three (3) employees, but not less than two (2) for nursing, per twenty-four (24) hour period of time for nursing department and one (1) RA and one (1) employee in non-nursing.
- c. Requests will be honored on a first come, first serve basis.
- d. All requests after April 15th will be dated as to when they are received.
- e. Seniority applies in the event that like requests come in on the same calendar day.
- f. To facilitate vacation requests, nursing staff may be reassigned (bumped) from one shift to another, unit-wide on a scheduled day, based on inverse seniority.
- g. As in current practice, fourteen (14) days in advance of the posting of the schedule is required for written submission of the request.

All vacation requests over and above the minimum allowed in each group after April 15th:

- a. All vacation requests submitted after April 15th will be responded to within fourteen (14) days of submission
- b. If denied, will be kept on file with the original submission date to determine the first come, first serve basis for those who resubmit. If resubmitting, must do so prior to twenty-one (21) days in advance of the effective date of the schedule affected.
- c. Requests, if honored, will be on first come, first serve basis.
- d. Seniority applies in the event that like requests come in on the same calendar day.
- e. Requests must be submitted at least twenty-one (21) days in advance of the effective date of the schedule (per Section 2.3 of the collective Bargaining Agreement). Requests that are submitted with less than twenty-one (21) days may be accommodated at the discretion of the individual responsible for the calendar.

In the event that patient/resident care may be compromised due to the requests for vacation, management may deny the request.

- 10.5 Vacation time must be taken in increments of four (4) hours or greater for a calendar day.
- 10.6 For every forty (40) hours of vacation earned, and employee can take one (1) two-day weekend off. Example: If a person earns three (3) weeks of vacation, they can take some of the vacation earned on three weekends during the vacation year.
- 10.7 Vacation allowances and pay shall not be cumulative from year to year unless specifically agreed to in writing between the employees and the Employer. An employee cannot be paid in lieu of taking vacation.
- 10.8 The vacation pay for all eligible employees shall be calculated on the regular hourly rate of pay received by the employees in the last pay period of such employees before the date of their scheduled vacation.
- 10.9 A former employee whose employment is terminated and who is subsequently re-employed by the Employer assumes the same status as the new employee in regard to vacation allowances
- 10.10 Any leaves of absence shall not be computed as working time for the purpose of computing vacation allowances and pay.
- 10.11 Part-time employees working half-time or more, but less than full-time, shall receive vacation benefits prorated on the basis of a full-time schedule.

Example: An employee who has been employed two (2) years on their anniversary date and worked sixty percent (60%) of full-time (two thousand eight [2080] hours) would receive two (2) weeks of vacation and be paid sixty percent (60%) of two (2) weeks (eighty [80] hours) or forty-eight (48) hours' pay.

Any employee who has eighty percent (80%) of full-time hours (sixteen hundred sixty-four [1664] hours) or more in their anniversary year shall receive a fully paid vacation.

ARTICLE XI
REST PERIODS AND LUNCH PERIODS

- 11.1 There shall be two (2) rest periods of fifteen (15) minutes duration during each eight (8) hour shift, and lunch periods during each shift shall be of thirty (30) minutes duration. All employees who work more than six (6) hours in any day shall be entitled to both the rest periods and the lunch period. Employees that work six (6) hours or less shall be entitled to one (1) fifteen (15) minute rest period.
- 11.2 Employees who work more than five (5) hours, but six (6) hours or less shall be entitled to the lunch period. An employee that volunteers to work in excess of eight (8) hours shall receive a fifteen (15) minute rest period at the end of their normal shift. Rest periods of the individual employee shall be scheduled by the Employer so as not to interfere with the operation of the Nursing Home.

ARTICLE XII
LEAVES OF ABSENCE, JURY DUTY AND SICK LEAVE

- 12.1 Jury Duty: A full-time or part-time employee who is called to serve on jury duty shall be paid for actual hours worked for the company. If this pay, together with **the employee's** jury duty pay, does not equal **the employee's** regular weekly pay, the Employer will make up the difference for a maximum period of two (2) weeks, provided the employee works such hours as he is 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 he served on the jury, not to exceed two (2) weeks. Part time employees will be paid for normal scheduled hours lost while serving on jury duty. Part time employees are obligated to report to work on days they would normally be scheduled for work if they are not serving on jury duty.
- 12.2 Maternity Leave: A pregnancy leave of absence shall be granted in a like manner to leaves for illness or disability to an employee in compliance with applicable state and federal laws.
- 12.3 Leave of Absence:
- (a) An employee shall be granted a leave of absence because of personal illness or injury, not to exceed twelve (12) months including extensions.
 - (b) A leave of absence for any other reason may be granted at the discretion of the Employer for a period not to exceed ninety (90) days.
 - (c) All requests for leave of absence must be in writing, with the leave of absence commencing on the first day away on the approved leave.
 - (d) Employees on leave may participate in fringe benefits at their own expense, and shall not be entitled to holiday pay. However, the Employer shall continue to pay their

portion of the health insurance for ninety (90) days while employees are on a medical leave of absence, including maternity leave.

- (e) Time on leave shall not be counted in determining the length of service for the purpose of progression in the wage schedules and vacations.
- (f) Parents of newborn and adopted children shall be entitled to an unpaid leave of absence up to a maximum of ninety (90) days.
- (g) Upon return from a leave of absence within six months, the employee shall return to the same job and hours that they had before going on leave of absence. Upon return to work after six months, an employee on leave of absence will maintain recall rights for an additional **six** months (for a total of twelve months), and during that period may return to any open position they are qualified to fill. Any employee wishing to extend their leave of absence beyond six months must submit their request for such extension in writing to the Employer prior to the end of the initial six month leave, and must maintain contact with the Employer at least once per month while on a leave of absence.

12.4 Funeral Leave: Employees working forty (40) hours or more per pay period shall be entitled to up to three (3) consecutive paid days off [five (5) days for spouse, mother, father, child or grandchild] from scheduled work, if any, at **the employee's** regular rate of pay to attend the funeral or memorial service of the employees spouse, brothers, sisters, children, father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, current step parent, current step-parent of spouse, grandfather, grandmother, sister-in-law, and brother-in-law. The employee may choose which days will be taken off, as long as one of them is the day of the funeral or memorial service. The first day off may be as early as the day of the death and the last day off shall be no later than the day after the funeral. Part-time employees working less than forty (40) hours per pay period will be entitled to one (1) paid day off for the funeral or memorial service, provided they were scheduled to work. The employee shall give the employer notice of the leave as soon as practicable. By mutual agreement between the employer and employee, the employee may be granted additional unpaid time off in connection with the death.

12.5 Sick Leave: Employees scheduled and working Full-time, as defined in Section 2.1, shall accrue one-half (1/2) day sick leave for each calendar month of service to a maximum of twelve (12) days. After twelve (12) days have been accumulated, the employee shall accrue sick leave at a rate of one (1) day for each calendar month of service to a maximum of seventy-two (72) days.

Employees must consistently work Full-time hours per pay period to be eligible for sick leave. An employee will be ineligible for sick leave benefits, if they work less than Full-time hours per pay period for more than 2 consecutive pay periods. To become re-eligible, an employee must work Full-time hours per pay period for two consecutive pay periods.

12.6 If an employee utilizes sick leave and has below the twelve (12) or seventy-two (72) day maximum accumulated, the employee shall again accrue sick leave in accordance with

the provision above. However, those employees that attain an accumulation of twelve (12) days, based on the one-half (1/2) day accumulating rate, and then uses sick leave which takes them below twelve (12) days, shall remain at one (1) day per month accumulating rate.

12.7 Employees are to call in one and one half hours (1-1/2) ahead and leave a message with their supervisor. If they are unable to reach their supervisor, or scheduler, the employee may contact the nursing home supervisor in charge. For the purpose of recording the call in time the employer shall use a five-minute leeway.

12.8 Sick leave benefits shall begin with the first working day of each illness or injury. The Employer may require a physician's certificate as evidence that an employee was ill when management recognizes a pattern of probable abuse for that employee. Frequent absenteeism on or adjoining holidays, vacation, weekends and previously rejected requests for time off are examples of situations, which may require a doctor's excuse for that employee.

12.9 1. All existing sick leave hours on the books as of August 29, 1997, will be frozen and calculated at the employee's wage rate of June 30, 1997.

Employees that have one hundred (100) hours or more of accumulated sick leave as of August 29, 1997, shall have the above banked hours available to them upon retirement or termination of employment with proper notice.

Banked hours may be used at any time for sick leave after new sick leave accrual is exhausted at current wage. If old banked hours fall below one hundred (100) hours, the employee still owns the banked hours.

2. Employees with less than one hundred (100) accumulated hours of sick leave shall have these hours available only for use as sick leave. They will receive no cash-out upon retirement or termination of employment.

As of August 29, 1997, employees will begin to accrue sick leave as described in the contract. This new accrual of sick leave shall have no cash value upon retirement or termination of employment.

Employees shall accrue sick leave at the accrual level they were previously at.

3. Sick leave usage shall first come out of the new accrual; however, if these hours are exhausted, an employee can also use the frozen accrual. Sick leave hours used from the frozen accrual will be paid at the employee's current hourly rate.

4. Health Unit Coordinators that have hours in their old bank shall have these hours put into this new accrual.

12.10 In the event of serious illness or injury of the employee's spouse, father, mother, and adult children not capable of self-care, which requires absence from work, an employee

may use accumulated sick leave up to a maximum of three (3) days per illness or injury. Employees may use sick leave for children in accordance with State/Federal Law. The Employer may require verification of illness or injury.

- 12.11 Weekend Call-Ins: Employees who call in on weekends will be subject to the following weekend call-in policy: (A weekend shall be defined as a period beginning with the night shift on Friday evening, and ending at the end of the night shift on Monday morning.)

An employee who has called in on weekends more than one time in Six (6) months shall be scheduled within the next two (2) scheduled weekends off.

The program is initiated with the second infraction and on succeeding infractions to the end of a six (6) month period.

The second time you call in on a weekend, it becomes your initial obligated weekend shift to work and you work your shift only. Subsequent obligated weekend shifts, you work any shift needed. If not needed within two pay periods, there is no obligation for that infraction and no pay unless you have worked. Scheduling will give as much advance notice to work as possible, with a minimum of forty-eight (48) hours' notice and more if possible.

- A. One shift (day) equals an infraction.
- B. Working half or more of your shift on weekends equals no infraction.
- C. All absences count as an infraction, except Funeral Leave, Family Leave, Military Leave and Medical/Surgical Leave of one week (7 calendar days) or greater.
- D. This program shall have 2 six (6) month periods each year. January 1st through June 30th and July 1st through December 31st.

The consecutive days worked provision in Article II, 2.1 shall not apply in this situation.

ARTICLE XIII HEALTH UNIT COORDINATORS

- 13.1 Health Unit Coordinator (HUC) will work no more than every other week-end, except by mutual agreement. Approved switches of weekends between employees are allowed, with management approval.

- 13.2 Up to two (2) HUC employees per year may attend conference, in Duluth only, and be paid lost wages, up to eight (8) hours. Lakeshore will pay for conference.

ARTICLE XIV
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 Lakeshore'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.

Thus, Lakeshore reserves and retains, solely and exclusively, all of the management rights, privileges, and prerogatives that it would have in the absence of this Agreement, except to the extent that such rights, privileges, and prerogatives are specifically abridged by express provisions of this Agreement. The Union expressly waives the right to bargain over any management rights, privileges, and prerogatives not specifically abridged by express provisions of this Agreement.

ARTICLE XV
MISCELLANEOUS

15.1

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 Food 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.
2. 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 Agreement and Declarations of Trust.

Pension Contributions:

Parties have adopted into the current collective bargaining agreement, the Rehabilitation Plan of the Northern-Wisconsin Area Retail Clerks Pension Fund ("Rehabilitation Plan").

The Preferred Schedule will be adopted as of January 1, 2011. Pursuant to the Rehabilitation Plan, effective 1-1-11, the Employer will increase its contribution to the Pension Fund by .16 cents per hour, up to a total of \$1.26 per hour, based on hours worked in December 2010,

3. The Employer shall start paying pension payments on all employees that have sixteen (16) or more permanent hours per pay period. Probationary employees, temporary and project employees, and high school students are excluded from the pension plan.
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.
5. Vacation hours shall be counted as "hours worked."
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.
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.
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 **its** payments to the Fund shall make such employer primarily liable and responsible to its employees, beneficiaries or employee's estate, which would otherwise be due from the Fund. The payment of any and all claims shall not operate to relieve such employer from **its** liability to make the payments due the Fund, including the liquidated damage payment.
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. 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.
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.
12. The Employer agrees that applicable payroll records be made available for audit to employees of the Pension Fund as directed by action of the Board of Trustees of the Fund.
- 15.2 All benefits to be derived from the Pension Plan shall be for the benefit of the employee or the employee's beneficiaries.
- 15.3 All terms and regulation of the Pension Plan shall be complied with and all eligible employees shall be informed of the benefits and conditions of the Pension Plan.
- 15.4 The current 401(K) plan will continue to be offered and employees may elect or continue to make self-contributions with no employer match.
- 15.5 Medical/Dental Insurance: Lakeshore will provide full time bargaining employees (as defined under Section 2.1 of this Agreement) with group medical and dental insurance plans equal to other Lakeshore non-contract employees. Lakeshore will continue to pay premiums and maintain benefit levels equal to other Lakeshore non-contract employees each premium year. Copies of the insurance contract and any amendments shall be furnished to the Union and Summary Plan Descriptions shall be provided to the Union and eligible employees, upon request.
- 15.6 Paydays: Employees shall be paid every two (2) weeks and shall be paid by Thursday following the payroll period.
- 15.7 Uniform Reimbursement: Employees in all departments (except Occupational and Physical Therapy) shall wear uniforms and shall receive a uniform allowance. Employees will have the opportunity to be reimbursed for uniform expenses four times per year according to the following procedure.
 - A. Employees who are regularly employed twenty (20) hours or more, but less than forty (40) hours during a two (2) week pay period shall be paid an annual uniform allowance of One Hundred Seventy-Five Dollars (\$175.00).
 - B. Employees who are regularly employed forty (40) hours or more, but less than sixty-four (64) hours during a two (2) week pay period shall be paid an annual uniform allowance of Two Hundred Dollars (\$200.00).
 - C. Employees who are regularly employed sixty-four (64) hours or more during a two (2) week pay period shall be paid an annual uniform allowance of Two Hundred Fifty Dollars (\$250.00).

- D. Employees on LOA will receive uniform allowance upon return unless it was earned prior to the leave.

Procedure for uniform reimbursement

1. To be reimbursed for uniform expenses, employees will fill out Uniform Reimbursement Form that can be obtained from People Services..
2. Forms must be filled out completely, receipts attached, and reimbursed items highlighted. Incomplete forms will not be processed.
3. Completed forms must be turned into **People Services**.
4. The uniform reimbursement forms will be processed within 30 days from the dates: March 1st , June 1st, September 1st, and December 1st
5. Forms turned in after these dates will be processed within 30 days following the next date listed.
6. Items greater than 12 months old will not be eligible for reimbursement.
7. Total reimbursement will not exceed the dollar amount listed in the contract for each calendar year.
8. Employees are responsible for tracking their reimbursement limits.

It is the responsibility of the employee to keep their uniforms neat and in good condition.

The uniforms purchased with the uniform allowance will become and remain the personal property of the employee.

The Employer shall furnish and launder protective clothing, such as aprons, jackets, coveralls, etc., that are necessary in their respective classification. Protective clothing furnished by the Employer shall remain the property of the Employer.

Management agrees to purchase the employee's initial name tag and replace broken tags. Management agrees to purchase safety-lifting belts and make them available to the staff.

15.8 Time Off for Union and Community Activities: The Employer encourages the employees to participate in Union affairs and endeavors and encourages employees to participate in community affairs, and whenever possible will grant union stewards time off with pay, provided such time off will not interfere with the operation of the business, up to sixteen (16) hours per contract year per person, excluding Negotiations and Labor Management meetings.

15.9 Labor-Management Meetings: A Labor-Management Committee shall meet regularly every other month, or more frequently, if needed, to discuss and attempt to resolve Union-Management problems as they occur.

15.10 Mantoux Tests: Mantoux tests that are required by the Employer or any State or Federal Regulation shall be paid for by the Employer.

15.11 All employees, except for rehired or experienced employees, shall receive at least five (5) days of orientation. If a new employee has not received their five (5) orientation days, but the unit is short, the new employee will not be assigned a group, but will be assigned to work with another staff member as a team.

15.12 The Employer will make available training required to perform your job.

All employees are required to complete an education topic monthly as designated by the employer. Competencies that require completion will also be posted when due to fulfill requirements to perform your job. Options to fulfill the requirement will be posted monthly. The employer will offer educational opportunities and track attendance, and/or completion of topic. It is the responsibility of the employee to attend or complete the requirements of the topic or competency.


1. Quarterly postings of status of CEU's completed by employees.
2. In-service sign up schedules be posted in time clock area.

15.13 Termination: Except as otherwise provided herein, the period of this Agreement shall be from October 1, 2021 through September 30, 2024 and shall automatically renew each year thereafter unless ninety (90) days prior to the anniversary date either party gives notice to the other of its intention to amend or terminate this Agreement.

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

LAKESHORE
Duluth, Minnesota

UFCW, LOCAL 1189
Duluth, Minnesota

By 
Blaine Gamst
Lakeshore Executive Director

By 
Stacy Spexet
Union Representative
United Food & Commercial Workers, Local 1189

Date 11-2-21

Date 02 Oct 21

PROCEDURE FOR FILLING OPEN SHIFTS NURSING DEPARTMENT

Lakeshore/Ecumen and UFCW Local 1189 concur that the bargaining unit staff of NA/Rs are most likely/best suited to: a) provide the desirable level of continuous, safe resident care; b) provide that care in the most cost-neutral manner; and c) recognize seniority.

Lakeshore/Ecumen's basic policy shall be to use its bargaining unit staff before/to the exclusion of, outside pool and non-bargaining staff except when:

- (a) no bargaining unit staff is available/can work the needed shift;
- (b) the pay period effect (i.e., Article II, 2.1) is not cost neutral; or
- (c) a "sudden" emergency such as natural disaster, facility disaster or unforeseen staffing shortage occurs.

The following procedure is the order in which bargaining unit employees shall be offered additional open shifts/hours by department seniority:

1. Those part-time and full-time staff who are willing to work extra hours shall put these requests/offers in writing. This includes daily, weekly, and on-going willingness and availability.
2. From #1 above, offer the shift/hours to the bargaining unit staff who would be eligible to work at straight-time
3. If no response to #2, offer to on-call at straight-time.
4. If no response to #3, offer to bargaining unit staff eligible to work at time and one half (1 1/2).
5. If no response to #4, offer to on-call staff at time and one-half (1 1/2).
6. If no response to #5, offer to bargaining unit staff who are eligible for double-time (2x) (consecutive days).

HOW DO YOU PULL NA/RS TO A DIFFERENT UNIT?

If it is necessary to pull a NA/R to a different unit temporarily, volunteers will go first, pool personnel or non-bargaining unit employee functioning as NA/RS would go second, and then the least senior unit employee would go to third. The initial staff person pulled to an assignment stays for the amount of time designated by the supervisor.

LETTER OF UNDERSTANDING
Between
Lakeshore /Ecumen
And
United Food and Commercial Workers Union, Local 1189

November 29, 2001

For the reason that there is no longer an employer contribution to the Ecumen Pension Plan, known as Mutual of America Tax-deferred Annuity Plan, employees who were participating in the employer-match who had not vested when the conversion to the Union Plan took place on November 30, 2001, will have the employer - match money frozen until they terminate prior to vesting or they reach the vesting requirement.

Should they terminate prior to vesting, the employer may recover their contribution. Should they vest, their monies are protected from there forward.

LETTER OF UNDERSTANDING
Between
Lakeshore/Ecumen
And
United Food and Commercial Workers Union, Local 1189

October 21, 2001
Revised, October 27, 2011

On October 21, 2001, during contract negotiations, it was agreed by both the Union and the Employer that the following positions of Dietary Assistant, Cook, Cook Assistant, Diet Cook, Head Cook, Occupational Therapy Aide, and Physical Therapy Aide will be deleted from the contract under Article 1, Recognition of Union, Section 1.1 as these positions are currently filled through a contract provision and are not Lakeshore/Ecumen employees.

On October 28, 2011, during contract negotiations, it was agreed by both the Union and the Employer that the following positions of Maintenance Assistants, Housekeeping, Laundry Assistant, and Maintenance Engineer will be deleted from the contract under Article 1, Recognition of Union, Section 1.1 as these positions are currently filled through a contract provision and are not Lakeshore/Ecumen employees.

It is agreed by both Union and the Employer that in the event that any of the above positions are hired and/or filled as Lakeshore/Ecumen employees, the position will be reinstated under Article 1, Section 1.1.

Letter of Understanding
Between Lakeshore/Ecumen
&
United Food and Commercial Workers Local 1189

The parties agree to the following as it relates to changing the start and stop times of employees shifts:

The start and stop times will not be changed without prior notification and meetings with the Union. For changes in start and stop times, a two (2) week notice will be given to the Employee and the Union.

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.

Letter of Understanding

Between Lakeshore/Ecumen
&
United Food and Commercial Workers Local 1189

The Union and Employer believe they have caught the places where specific language needs to be added or modified into the CBA regarding the return of Health Care Services Group and Sodexo Employees into the CBA. However, should the Union or Employer have missed any language during the course of negotiations, the parties agree to meet and negotiate any applicable changes.

LAKESHORE
Duluth, Minnesota

UFCW, LOCAL 1189
Duluth, Minnesota

By _____
Blaine Gamst
Lakeshore Executive Director

By _____
Tamara Jones
Union Representative
United Food & Commercial Workers, Local 1189

Date _____

Date _____

Letter of Understanding

Between Lakeshore/Ecumen
&
United Food and Commercial Workers Local 1189

Paid Personal Leave and Vacation/Sick Time

All Employees under the Ecumen Paid Personal Leave Program shall become eligible for the Short Term Disability and Caregiver/Crisis Leave benefits, as offered to and under the eligibility requirements for non-union employees at Ecumen Lakeshore.

Any employee who is currently on the Vacation/Sick Time benefit shall have a one-time opportunity upon ratification of this contract to change to the PPL benefit, at which time they will become eligible for the additional Short Term Disability and Caregiver/Crisis Leave benefits. Up to 80 hours of their current sick leave benefit accrual balance as of the ratification date will then be transferred into their Caregiver/Crisis Leave benefit total. In addition, those employees who are returning from Health Care Services Group who had a sick leave balance with Ecumen Lakeshore as of 9/23/2011 who choose to switch to the Ecumen PPL program at this time will be credited with one-half of that balance into their Caregiver Crisis Leave benefit up to a total of 80 hours.

For those employees who are returned to Ecumen from Health Care Services Group and who had been under the Vacation/Sick Leave Benefit program prior to 9/23/2011, and for whom Ecumen has been accruing PPL hours since returning to employment with Ecumen on 08/01/2016, Ecumen will recalculate and convert the PPL hours into Vacation and Sick Leave based on paid hours since that date.

LAKESHORE
Duluth, Minnesota

UFCW, LOCAL 1189
Duluth, Minnesota

By _____
Blaine Gamst
Lakeshore Executive Director

By _____
Tamara Jones
Union Representative
United Food & Commercial Workers, Local 1189

Date _____

Date _____

LETTER OF UNDERSTANDING
ECUMEN LAKESHORE AND UFCW LOCAL 1189

Temporary Shift Pick-Up Bonuses


It is agreed upon as an added incentive Lakeshore will offer Pick-up bonuses for qualified employees working Resident Assistant shifts in the Shores who voluntarily pick up additional shifts in the November 5 - January 13, 2022 schedule to help during this critical staffing period. These bonuses will be in addition to any pick-up bonuses identified in the Collective Bargaining Agreement.

To help fill the schedule in advance > 48 hours

- o \$50 for a full shift picked up, \$25 for half shifts. A full shift would be any complete shift as listed on the schedule, a half shift would be a minimum of 2 hours.
- o For multiple shift pick-up, 3+ days in a pay period, a shift BONUS + \$20 per full shift/\$10 per half shift. This must be approved by the scheduler.
- o Any NOC shift pick up will receive the shift bonus + \$20 per full shift
- o Mandations will not receive a bonus.

One pickup bonus will be forfeited for each unexcused absence that an employee has during that pay period.


Ecumen Lakeshore


UFCW Local 1189

11-2-21
Date

2 NOV 21
Date

LETTER OF UNDERSTANDING
ECUMEN LAKESHORE AND UFCW LOCAL 1189

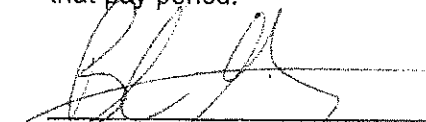
Temporary Shift Pick-Up Bonuses

It is agreed upon as an added incentive Lakeshore will offer Pick-up bonuses for qualified employees working Resident Assistant shifts in the Shores who voluntarily pick up additional shifts in the October 8 - November 4 schedule to help during this critical staffing period. These bonuses will be in addition to any pick-up bonuses identified in the Collective Bargaining Agreement.

To help fill the schedule in advance > 48 hours


- o \$50 for a full shift picked up, \$25 for half shifts. A full shift would be any complete shift as listed on the schedule, a half shift would be a minimum of 2 hours.
- o For multiple shift pick-up, 3+ days in a pay period, a shift BONUS + \$20 per full shift/\$10 per half shift. This must be approved by the scheduler.
- o Any NOC shift pick up will receive the shift bonus + \$20 per full shift
- o Mandations will not receive a bonus.

One pickup bonus will be forfeited for each unexcused absence that an employee has during that pay period.



Ecumen Lakeshore

10/5/21
Date



UFCW Local 1189

4 OCT 21
Date

LETTER OF UNDERSTANDING
ECUMEN LAKESHORE AND UFCW LOCAL 1189

Temporary Shift Pick-Up Bonuses-NAR

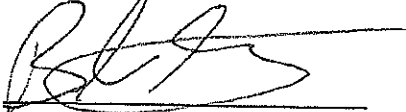
It is agreed upon for the period of October 8 - November 4 as an added incentive Lakeshore will offer Pick-up bonuses for qualified employees working Nursing Assistant/Registered shifts in the Fountains who voluntarily pick up additional shifts to help during this critical staffing period.

To help fill the schedule in advance > 48 hours

- o \$80 for a full shift picked up, \$40 for half shifts. A full shift would be any complete shift as listed on the schedule, a half shift would be a minimum of 4 hours.
- o Any NOC or weekend shift pick up will receive the shift bonus + \$20 per full shift. Weekend begins at 2:30pm Friday through Sunday NOC shift. A weekend NOC shift will receive one \$20 bonus per full shift.
- o Mandations will not receive a bonus.

These bonuses will be in addition to any pick-up bonuses identified in the Collective Bargaining Agreement.

One pickup bonus will be forfeited for each unexcused absence that an employee has during that pay period.


Ecumen Lakeshore


UFCW Local 1189

10-11-21
Date

October
Date