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ST. MARK'S LUTHERAN HOME

January 1, 2020 – December 31, 2021

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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

ST. MARK'S LUTHERAN HOME

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189

THIS AGREEMENT, made this 1st day of **January, 2020**, by and between United Food and Commercial Workers Union Local 1189 chartered by the United Food and Commercial Workers International CTW and CLC, hereinafter referred to as the Union and St. Mark's Lutheran Home, Austin, Minnesota, a non-profit organization, organized under the laws of the State of Minnesota, hereinafter referred to as the Employer.

STATEMENT OF INTEREST

UFCW Local 1189 and St. Mark's Lutheran Home, Inc. mutually agree to work towards providing effective, efficient and quality services to the residents of the Employer. This includes the Employer's goal of providing a safe, productive and respectful work environment and the employees' goal to provide their fullest and best efforts to perform those tasks assigned to them.

ARTICLE 1 - TERM OF AGREEMENT

1.1 Effective Date and Termination

1.1.1 No Amendments or modification of this Agreement shall be valid unless they have been either mandated by a State or Federal Law or agreed to by the Employer and the Union and reduced to writing. This Agreement shall be in full force and effect from **January 1, 2020** until **December 31, 2021** and shall remain in effect thereafter from year to year unless either party serves notice in writing upon the other party at least ninety (90) days but not more than one hundred twenty (120) days prior to the expiration date if it's desire to terminate, modify or amend the provisions of this Agreement.

1.2 Amending This Agreement

This Agreement may be amended by mutual agreement of both parties, and if amended, the amendment shall be attached to the Agreement by addendum and signed by both parties.

## ARTICLE 2 - RECOGNITION OF UNION

### 2.1 Sole Representative

The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified, of all full-time and regular part-time Licensed Practical Nurses and Floor Registered Nurses employed by Employer at its nursing home located at 400 15<sup>th</sup> Ave SW, Austin Minnesota, excluding all office clerical employees, managers, guards and supervisors as defined by the National Labor Relations Act.

All LPN's and Floor RN's ("Nurses") hired or scheduled to work on the facility campus shall be covered by this Agreement, unless covered by the exclusions above.

### 2.2 Good Standing

2.2.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, upon completion of probationary period, become and remain members in good standing in the Union.

2.2.2 In "Good Standing", for the purposes of this Agreement is defined to mean the payment of a standard initiation fee, standard regular bi-weekly dues, standard late assessments for late payment of dues, and standard assessments, all as applied uniformly to all members of the Union in the bargaining unit covered by this contract. The Employer will not be responsible for withholding from the employees covered by this agreement the above mentioned fees, fines, dues, or assessments, except when an individual member has authorized check-off of Union dues in accordance with 2.3.1.

2.2.3 Within thirty days after an employee covered by this contract has been hired, the Employer shall mail to the Union written notice thereof stating the employee's name, address, department, work classification and date of hiring.

2.2.4 For the purpose of this Article 2, Section 2.2, the execution date of this Agreement shall be considered its effective date.

### 2.3 Union Dues

2.3.1 The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization for such deductions. In no event shall such written authorization extend beyond

the termination date of this Agreement. The Employer assumes no obligation, financial or otherwise, arising out of any provisions of this Article 2, Section 2.3, and the Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from initiation fees and union dues deductions that are requested by the Union and are properly deducted from the employee's paycheck.

2.3.2 The Employer shall make the requested deductions on a bi-weekly basis and transmitted to the Union monthly. Together with the timely transmittal of the total deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.

2.3.3 Each month the Employer will send a list of newly hired employees, terminations, and status changes.

#### 2.4 Refunds

The Union shall refund promptly any dues found to have been improperly deducted and transmitted to the Union and shall furnish the Employer with a record of such refund.

#### 2.5 Union Visits

A Union representative may make occasional visits on the premises of the Company, for the purpose of informing represented employees of her or his availability and how to contact the representative, and to view the work environment. Any representative visiting upon the premises must check in and out with the person in charge of the facility. Such visitation shall not interfere with the conduct of employee's duties or the care or rights of residents or patients.

### ARTICLE 3 - CLASSIFICATION OF EMPLOYEES

#### 3.1 Full-Time

Full-time employees shall be those employees who are regularly scheduled to work sixty-four (64) hours in a two (2) week work period.

#### 3.2 Part-Time

Part-time employees shall be those employees who are regularly scheduled to work less than sixty-four (64) hours, but more than sixteen (16) hours in a two (2) week work period.

#### 3.3 On-call

On-call employees shall be those employees who choose to work without a posted schedule; are paid per scale but do not receive or accrue benefits with the exception of double pay on holidays actually worked or any benefits as required by federal, state, or local law; and are exempt from the mandatory scheduling provisions in Article 8 but are subject to mandated

work time per Article 5, Section 8. On-call employees shall maintain seniority rights only if they work an average of sixteen (16) or more hours per pay period in a three (3) month period.

### 3.4 In-house Pool

In-House Pool employees shall be those employees who: Choose to work without a posted schedule or guarantees of hours; are required to be available for a minimum of four (4) shifts within a four (4) week scheduling period of which two (2) of the shifts must be weekends; are paid a flat rate and receive no benefits with the exception of double-time on holidays actually worked or any benefits as required by federal, state, or local law; and are exempt from the mandatory scheduling provision in Article 8 but are subject to mandated work time per Article 5, Section 8. In-house pool employees shall have seniority only within their classification.

## ARTICLE 4 - PAY PERIODS

4.1 Each pay period shall consist of two calendar weeks. The date for issuing paychecks shall not be changed without at least fifteen days' notice to the employees. Payday shall be Thursday except if a holiday falls in the week checks are prepared.

4.2 An Employer error of six (6) hours or more in an employee's paycheck shall be paid by the next day after payday. Errors of less than six (6) hours, as well as employee errors, such as not punching in or out, shall be included in the employee's next regular paycheck.

## ARTICLE 5 - HOURS OF WORK

### 5.1 Work Schedules

5.1.1 Work schedules shall be posted in each department two weeks in advance. In addition, scheduled hours are any hours that are agreed to between the employee and the staffing office prior to or after the schedule is posted. The Employer shall endeavor to keep days off consistent from pay period to pay period. When changes in the work schedule are necessary, they will be made only after the provisions of Article 8 are applied and those affected employees shall be notified of such change at their place of residence or at the facility if the employee is working at the time of the change.

5.1.2 An employee desiring a specific day or days off shall notify their Department Head two weeks or more prior to the schedule being posted. A request for an alteration to the posted schedule by an employee may be granted if the employee obtains their own replacement acceptable to the Department Head, providing such replacement does not involve payment of overtime. Employees shall notify their Department Head at least seventy-two (72) hours prior to any exchange unless impossible due to an emergency situation for Department Head approval.

### 5.2 Weekends

5.2.1 Employees shall normally be scheduled so that they shall not be required to work

more than two (2) weekends out of four (4), except in cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving patients or residents of needed care or by mutual agreement between the Employer and the employee. It is understood that because of scheduling necessities that days off during the week may not be consecutive days off.

5.2.2 An employee who has had three (3) weekend shift absences (not otherwise excused under FMLA or approved leave of absence) in a calendar year may be scheduled for a weekend shift without premium pay for any subsequent weekend absences at the option of the Employer. The extra shift shall be scheduled within three (3) weeks from the missed weekend shift. The employer shall provide at least one (1) week notice of the rescheduled weekend shift. If the employee is scheduled for vacation within the next three (3) weekends, the rescheduled shift may occur within five (5) weeks from the missed shift.

### 5.3 Twelve Hour Shifts

Based on the available postings, employees may elect to be regularly scheduled to work twelve (12) hour shifts instead of the customary eight (8) hour shifts.

### 5.4 Four Hour Minimum

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

### 5.5 Call-In Hours

Employees who are called in for work outside their scheduled shifts shall receive a minimum of four (4) hours pay or actual hours worked, whichever is greater, at the rate of their regular position. The employee can waive the four-hour minimum and be paid for the actual hours worked.

### 5.6 Overtime Pay

Overtime pay shall be one and one-half (1-1/2) times the regular rate of pay. All employees regularly scheduled to work eight (8) hour shifts shall be paid overtime for all hours worked over eight (8) hours per day, and eighty (80) hours in a two (2) week work period. All employees regularly scheduled to work twelve (12) hour shifts shall be paid overtime for all hours worked over twelve (12) hours per day and forty (40) hours in a one (1) week work period. Overtime payments shall not be pyramided.

A two (2) week work period shall begin with the start of a shift on a specified day and time, which is the beginning of the pay period, and end with the close of the shift commencing at a specified day and time two (2) weeks or fourteen (14) days later.

## 5.7 Mandatory In-service/Monthly Nurses Meetings

All Nurses are required to attend all mandatory in-services/monthly nurses meetings. The employer will require no more than 12 mandatory in-services/meetings per year. In the event that the Nurse would need to miss a mandatory in-service/monthly nurses meeting they will be expected to make the in-service/monthly nurses meeting up within two (2) weeks of the pay period or from the day the employee returns from any leave of absence or vacation, whichever is longer. Make-up approval will be granted when the post test is completed with a satisfactory score. Make up in-services/monthly nurses meetings will not be permitted if overtime will be incurred, unless previously authorized. Nurse employees attending mandatory in-services/monthly nurses meeting shall be paid on the clock for the time attended including overtime pay, if such time and attendance exceeds the overtime pay standard as defined in this agreement. Other than "make up" in-service/monthly nurses meeting or on days for which the employee attending the in-service /monthly nurses meeting is scheduled to work, employees attending in-service/monthly nurses meeting shall be compensated not less than one (1) hour for time spent attending in-service/monthly nurses meeting. Employees who are entitled to the said one-hour minimum shall clock in and out for the attended time and, if the clock time is less than one hour, submit a "blue sheet" for the extra time to which such employee is entitled. If the employee participates in an online in-service at home, the employee will be paid for the time spent participating in the online in-service.

## 5.8 Mandated Work Time

5.8.1 If the Employer finds it necessary to mandate an employee to stay on duty after the end of their shift to fill open hours arising during the shift due to call-ins, the following procedure will apply: 1) The Employer must first designate the open hours as mandated; 2) The mandated hours will be offered by seniority, to all on-premises Nurses; 3) Should no one accept, the least senior on-premises Nurse must work until a replacement can be found (up to eight hours). An employee cannot be mandated more than one time in a one month period nor can they be required to work more than 16 hours in one day, the second time an employee is mandated in a one month period cannot be for more than an additional four (4) hours); however, there will be no limit to the number of mandated shifts the employee may voluntarily work. All hours designated by the Employer as mandated will be paid at double time. Employees will be paid double time and one-half (2 ½) their regular rate of pay for hours worked on a contractually recognized holiday when mandated to work such holiday. There will be no pyramiding of the double time pay or of the double time and one-half pay) with any other overtime pay.

5.8.2 To ensure optimal care is provided during a declared infectious illness or other declared emergency which causes a 40% reduction in the total staff, all Nurses working such shift may be mandated to work by the Employer, regardless of their last mandation date. In the case of such an emergency, Nurses may be assigned alternative duties as outlined in Section 8.8

5.8.3 To maintain continuity of care, a Nurse who is mandated to work into a second shift shall have the option to remain working on the same unit during the mandated shift, and the Nurse regularly scheduled to work on that unit may be reassigned to work on another unit for the duration of that shift.

## ARTICLE 6 - MINIMUM SCHEDULE OF WAGES

### **6.1.1 Minimum wage scales effective January 1, 2020 and January 1 2021:**

6.1.1 Minimum wage scales effective \$.65/hour increase January 1, 2020:			6.1.1 Minimum wage scales effective \$.65/hour increase January 1, 2021:		
Hours	LPN	RN	Hours	LPN	RN
Start	\$ 21.40	\$ 27.43	Start	\$ 22.05	\$ 28.08
2080	\$ 21.65	\$ 27.75	2080	\$ 22.30	\$ 28.40
4160	\$ 21.89	\$ 28.06	4160	\$ 22.54	\$ 28.71
6240	\$ 22.15	\$ 28.40	6240	\$ 22.80	\$ 29.05
8320	\$ 22.38	\$ 28.71	8320	\$ 23.03	\$ 29.36
10400	\$ 22.63	\$ 29.04	10400	\$ 23.28	\$ 29.69
12480	\$ 22.90	\$ 29.38	12480	\$ 23.55	\$ 30.03
14560	\$ 23.15	\$ 29.70	14560	\$ 23.80	\$ 30.35
16640	\$ 23.40	\$ 30.04	16640	\$ 24.05	\$ 30.69
18720	\$ 23.65	\$ 30.36	18720	\$ 24.30	\$ 31.01
20800	\$ 23.92	\$ 30.70	20800	\$ 24.57	\$ 31.35
22880	\$ 24.20	\$ 31.07	22880	\$ 24.85	\$ 31.72
25960	\$ 24.40	\$ 31.33	25960	\$ 25.05	\$ 31.98
In-house pool	\$ 25.12	\$ 32.27	In-house pool	\$ 25.77	\$ 32.92

Employees will not have base wage rate above the top of the scale except for those employees who are paid the in-house pool rate of pay or who receive pay based on longevity (rates based on continuous service years with the Employer.

#### **Years with the employer:**

\$.65/hour increase January 1, 2020:			\$.65/hour increase January 1, 2021:		
15 years	\$ 24.87	\$ 31.93	15 years	\$ 25.52	\$ 32.58
20 years	\$ 25.18	\$ 32.33	20 years	\$ 25.83	\$ 32.98
25 years	\$ 25.49	\$ 32.75	25 years	\$ 26.14	\$ 33.40
30 years	\$ 25.79	\$ 33.15	30 years	\$ 26.44	\$ 33.80

### **6.1.2 Retention Bonus (October 1, 2018)**

A ratification bonus will be paid to Nurses upon ratification of this contract. Full-time Nurses employed as of the ratification date will receive \$300 and Part-time Nurses will receive \$150. A Retention bonus will be paid to Nurses who are employed on January 1, 2020, and remain employed through December 31, 2020; the Employer will pay Full-time members of the

bargaining unit a Retention bonus of \$500 and Part-time members of the bargaining unit a Retention bonus of \$250. A Retention bonus will be paid to Nurses who are employed on January 1, 2021, and remain employed through December 31, 2021; the Employer will pay Full-time members of the bargaining unit a Retention bonus of \$500 and Part-time members of the bargaining unit a Retention bonus of \$250.

#### 6.1.3 Employee Referral Bonus (Unlimited)

Any Nurse who refers an employee for hire will be eligible for a \$200 referral bonus after 30 days of employment of the referred employee, and another \$200 bonus after 90 days of employment of the referred employee. The employee who is referred must be hired into and remain in a regularly scheduled position (FT/PT, not on-call or pool) in any department as of the 30<sup>th</sup> and 90<sup>th</sup> days in order for the bonus payout to be made.

#### 6.2 Credit for Experience

Newly hired or rehired employees will receive full credit for all LPN/RN experience, based on the above scale to a maximum of 16640 hours, when written proof of past experience is provided to the Employer. Re-hired employees who were previously paid above the 16640 hours rate will be rehired at their previous level or years of experience if that level was greater than the 16640 cap.

#### 6.3 Shift Differential

Employees on the evening shift will receive an additional \$1.25 per hour premium and on nights an additional \$1.50 per hour premium.

#### 6.4 In-house Pool

In-house pool employees shall be paid a flat rate for all hours worked. In-House pool employees shall not be eligible for benefits with the exception of double pay for all hours worked on a holiday.

### ARTICLE 7 - HOLIDAYS

#### 7.1 Definition

The following days shall be considered holidays: New Year's Day, Easter, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day.

#### 7.2 Holiday Pay

Employees will be paid double time for holidays worked and prorated pay, for those holidays not worked.

### 7.3 Alternate Day Off

Full-time employees who work a holiday may request, based on availability an alternate day off, to fall within the same pay period as the holiday.

### 7.4 Scheduling

The Employer shall provide for voluntary work sign-up requests for all holidays above. All staff will work a minimum of four (4) holidays per year. All Holidays will be rotated. When hired, the employee will receive a copy of what rotation they will be on. If an employee works Christmas one year, they will have it off next year and so on using a rotating schedule. When a position is vacated, the person hired or accepting the posting to replace that position will automatically fall into the Holiday schedule of the person they are replacing. No employee will be required to work more than four (4) holidays in one (1) year or more than eight (8) holidays in a two (2) year period. A two (2) year schedule will be posted at all times. It is understood that any volunteers or exchanges do not change the permanent schedule.

## ARTICLE 8 - SENIORITY

### 8.1 Definition

8.1.1 Seniority will be defined as the length of continuous service with the Employer as a Nurse since the employee's most recent date of service. Seniority for benefit purposes will be defined as the length of continuous service with the Employer since the employee's most recent date of service; with the exception of the SEP Retirement Plan which will utilize Nurse seniority.

8.1.2 Seniority order for the purposes of filling vacancies and awarding hours, beginning with the most senior, will be as follows: 1) Employees with a regular posting; 2) On-call employees with seniority; 3) In-house pool employees; 4) other on-call or facility employees. It is understood that the employer will offer overtime hours, by seniority, before granting the hours to non-employees.

8.1.3 The Employer will provide to the Union and also post at the work site, an updated seniority list January 1 and July 1 of each year.

### 8.2 Hours Reduction

8.2.1 Seniority shall prevail in regard to laying off and rehiring with the least senior Nurse being the first laid off and the last recalled. Employees on lay-off will have recall rights for a period of twelve (12) months. Any Employee refusing a recall shall forfeit all recall rights.

8.2.2 When the Employer reduces hours on a day to day or per shift basis, employees may volunteer to reduce their hours, starting with the most senior employee first. In such circumstances, those employees who have signed on a list posted by the Employer will be allowed to reduce hours in order of seniority per unit on said list. If no employee volunteers to reduce his or her hours, then the hours of the least senior employee will be reduced.

### 8.3 Job Vacancies

All vacancies shall be posted for a seven (7) day period near the time clock during which employees, by seniority, may request additional hours, promotion or transfer to such vacant position. This Article shall not be construed in such a way as to give any employee a claim to a job the duties of which he or she is unable to perform or to a job which is supervisory in nature and therefore not subject to contract. Employees with a posted block of hours of 4 hours or more per pay period shall be granted preference over employees with no such posted hours when awarding postings. On-call and In-house pool employees shall have the right to apply for a full-time or part-time opening and shall be considered for the job ahead of a non-employee.

### 8.4 Available Hours

The Employer shall post a list of known available hours and a sign up sheet a minimum of seven (7) days prior to the posting of each new work schedule. Employees who desire to work the known available hours may sign the sign-up sheet, indicating their willingness to work such hours. The Employer shall award the known available hours by seniority.

### 8.5 Filling of Open Shifts

8.5.1 For the purposes of scheduling and temporarily filling open shifts, the Employer shall maintain a list of employees willing to work additional hours, and shall use said list to schedule, to fill open hours, and to temporarily fill hours that unexpectedly become available (i.e., hours available due to sick calls, no shows, emergency leaves, unforeseen census fluctuation and other instances where prior knowledge of this need was absent). Such hours to be temporarily filled will be offered to those signing the above list.

8.5.2 Employees who do not sign a list indicating they want additional hours, shall be considered as having waived their right to claim the extra hours. The Employer will award hours by starting with the most senior employee in the category that can be reached at the time, and progressing down to the least senior.

8.5.3 Should no one on the list agree to accept such hours, the Employer will attempt to solicit volunteers from among the other employees. Nothing in this section requires the Employer to award overtime hours to an employee on the list.

8.5.4 Should none of the above result in filling such hours as are necessary to the efficient operation of the facility, the Employer reserves its Management's Rights to re-schedule employees as needed, utilizing reverse seniority, first without overtime, or to turn to employees outside the bargaining unit.

### 8.6 Probation

All new employees shall be given a probationary period of sixty (60) days before acquiring any seniority and during such probationary period the Employer may terminate the employment of such employee without cause and without consent of or notice to the Union. The

Employer may extend the probationary period of an employee for performance or behavior considerations, provided that any extension shall not exceed thirty (30) calendar days, and shall notify the Union in writing, prior to the sixtieth (60<sup>th</sup>) day of any extension and the reason for such extension.

#### 8.7 New Classifications

If any new classifications are instituted, the rate of pay shall be negotiated at that time. If the Employer institutes additional incentives or bonuses, it will notify the Union.

#### 8.8 Assignments and Reassignments

The Employer will make every effort to ensure continuity of resident care by assigning each Nurse to a primary unit. It is understood that such practice increases the nurse's ability to perform their work with the greatest accuracy and efficiency.

If, because of staffing needs, it becomes necessary to re-assign a Nurse to a unit other than their primary unit, the Employer will use the reverse seniority of 8.1.2 among those Nurses present in the facility to do so. The Employer will not displace a Nurse from her primary wing in order to recruit new employees without the agreement of the affected Nurse. In the event that a nurse agrees to be assigned a new primary wing, the Employer will provide sufficient orientation to allow the Nurse to provide optimal care for the residents.

If, because of staffing needs, it becomes necessary to re-assign a Nurse to CNA duties, the Employer will use the reverse seniority of 8.1.2 among those Nurses present in the facility to do so. In the case of a declared infectious illness or other declared emergency, Nurses may be reassigned to alternative facility duties within their abilities.

#### 8.9 TMA Schedules

The Employer will attempt to not schedule TMA's to follow TMA's.

### ARTICLE 9 - TERMINATION OF EMPLOYMENT

#### 9.1 Discipline, Suspension, Demotion or Discharge

9.1.1 Employees may be suspended, demoted or discharged for just cause. No grievance relating to any disciplinary action shall be valid unless submitted to the Employer in writing within ten (10) days after the discipline, suspension, demotion or discharge in question. All Nurses are expected to abide by the policies and procedures of St. Mark's Lutheran Home. Failure to comply with such policies will lead to disciplinary action in accordance with St. Mark's Lutheran Home Disciplinary Process. In the case of discharge, the employee affected may request and shall receive from the Employer in writing the reason for said dismissal.

9.1.2 All discipline will be issued by the Employer within ten (10) calendar days of the incident, or in the exercise of reasonable care when the Employer first becomes aware of the incident, or the first day the employee works thereafter, in order to be valid for disciplinary purposes. If the situation requires an investigation, the employer may extend the period upon written notification to the affected employee and the union. Records of disciplinary action will

remain valid for the purposes of evaluations and progressive discipline for no more than twelve (12) months with the exception of when an employee reaches the point of suspension or final written warning in lieu of suspension. In the event an employee has been suspended or received a final written warning for any reason, that employee's suspension or final written warning will remain valid in their personnel record for a period of eighteen (18) months.

## 9.2 Four (4) Weeks Written Notice

Employees covered by this Agreement electing to resign or quit their employment shall give the Employer four (4) week's written notice and shall continue in the Employer's service during this four (4) week period, with the exception that the employee may leave sooner when competent replacement can be made by the Employer. The Employer is to furnish printed forms of such resignation. Employees who terminate their employment without giving the Employer the required notice or leave their employment before the end of the four (4) week period shall forfeit all benefits to which such employees may be entitled, except wages earned through the date of their last employment with the exception of: 1) An employee who becomes ill or injured and their absence cannot be avoided. The employee will submit proof of such illness or injury so that benefits may be paid out at the end of employment. 2) An employee who has vacation time already on the schedule at the time of resignation, such time off will not count against the employee during their resignation period. The Employer shall give employees four (4) weeks' written notice of termination or four (4) weeks' pay in lieu thereof, except in the case of a discharge for just cause.

## 9.3 Failure to Report to Work

If the employee fails to report to work as scheduled, or to furnish the Employer with a justifiable excuse within seventy-two (72) 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, provided, however, that if such employee can within the same seventy-two (72) hours furnish the Employer with reasonable proof that such employee could not notify the Employer of his absence because of illness or unforeseen emergency, then such employee shall be reinstated without any break in the service record.

# ARTICLE 10 - GRIEVANCE AND ARBITRATION

## 10.1 Grievances

Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled in accordance with the following procedures:

Step 1 - The aggrieved employee and/or Union shall attempt to adjust the grievance with the Employer within ten (10) calendar days of the occurrence of the grievance. If said grievance is not reported to the Employer within ten (10) days of the occurrence of grievance, it shall be considered waived.

Step 2 - If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the Agreement, and shall be received by the Employer no later than ten (10) calendar days following the Step 1 meeting. Within seven (7) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet and attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

Step 3 - If the parties are unable to resolve the grievance in Step 2, they may, by mutual agreement, take this matter to Federal Mediation and Conciliation Services. It shall be non-binding unless the parties agree in advance to adhere to the decision of the mediator.

Step 4 - If the grievance is not resolved in Step 2 or Step 3, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within fifteen (15) calendar days following the Step 2 or Step 3 meeting. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute.

#### 10.2 Selecting an Arbitrator

If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The Employer and Union shall each alternately strike one (1) name, and the order of striking shall be determined by chance. The remaining arbitrator, after each party has made three (3) strikes, shall hear and determine the dispute. Both the Union and the Employer each have the right to unilaterally reject one panel; the party rejecting a panel is responsible for paying for a second panel.

#### 10.3 Arbitrator Limitation

The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance, and the arbitrator shall have no power to decide any other issue.

#### 10.4 Thirty Day Award

The arbitrator shall make a good faith effort to issue an award within thirty (30) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Employer, Union, and employees involved. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

## 10.5 Time Limitations

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived, and forfeited, and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.

## ARTICLE 11 - PAID TIME OFF

### 11.1 Policy

Paid-Time-Off (P.T.O.) is a benefit for Union Nurses of St. Mark's Lutheran Home to compensate for time off to include vacation, sick leave, and one (1) floating holiday.

### 11.2 Purpose

Paid-Time-Off is a benefit whereby hours are earned based on hours worked and length of service to provide time off with pay.

### 11.3 Eligibility

11.3.1 Full-time and Part-time Nurses are eligible for P.T.O. benefits after sixty (60) days of employment. Eligible employees begin earning P.T.O. hours immediately upon employment and can use earned hours after sixty (60) days of employment at the rate of Accrual in Section 11.4, below.

11.3.2 On-call and In House Pool Nurses will earn PTO at a rate of .0333 per worked hour, regardless of the years of service.

### 11.4 Accrual

P.T.O. Benefits will accrue at the following rates:

<u>Length of Service – years</u>	<u>Days Accrued FTE days/year</u>	<u>% P.T.O. Per Worked Hour</u>	<u>Hours Accrued Bi-weekly – FTE</u>
On-Call/In House Pool	8	.0333	2.64
1	12	.0461	3.69
2	17	.0653	5.22
5	22	.0846	6.77
10	27	.1038	8.30
15	28	.1077	8.62

### 11.5 P.T.O Accumulation

Employees hired before October 1, 2012 can accrue P.T.O. to a maximum of 384 hours. Employees hired on or after October 1, 2012 can accrue PTO to a maximum of 240 hours.

#### 11.6 Vacations

Employees are required to take at least 1 week, based on one-half of her/his posting of consecutive P.T.O. within her/his anniversary year. Employees requesting P.T.O. will submit a request form to their supervisor with the number of hours of P.T.O. to be paid and with the specific dates the employee is requesting off. The employee will include those dates she/he is not regularly scheduled to work, if she/he would like to ensure a series of days off in a row. All hours of P.T.O. paid for vacations will count as hours worked for purposes of calculating benefits.

Any requests for unpaid vacation may be granted at the discretion of the Employer after all PTO has been used up. The employee may request time off without pay if they find their own replacement subject to the approval of the employer. Such approval will not be arbitrarily withheld. [Article 5.1.2 applies].

#### 11.7 Illness or Absence from Work

Eligible employees with accrued P.T.O. benefits will be paid P.T.O. for the scheduled hours missed.

#### 11.8 Voluntary Separation

Upon voluntary separation of employment and completing the "proper" notice period according to Section 9.2, an employee will be paid accumulated unused P.T.O. benefits as follows at their regular hourly (non-overtime) rate at the time of separation. Upon voluntary separation where the employee fails to give proper notice under Section 9.2, the accrued unused PTO hours will be paid out at one-half the employee's regular hourly rate (non-overtime) but not less than the prevailing federal minimum wage rate.

#### 11.9 Conversion of Sick Fund

Sick fund balances at the time of conversion to P.T.O. Benefits are transferred into a Reserve Sick Fund. Reserve Sick Fund hours apply only to employees employed prior to November 1997 who had a balance of accumulated sick hours. These hours are available in a fund for long term illness of the employee or their qualified child. At the time of separating from employment there will be no payment of Reserve Sick Fund Hours. Illness related absences resulting in over five (5) consecutive missed days of scheduled work time may be compensated with available hours from the Reserve Sick Fund for the 6<sup>th</sup> day and beyond. Day 1 through 5 will be compensated with available P.T.O. hours, unless the employee provides notification to the Employer of the intent to use the reserve sick fund on or before the 5<sup>th</sup> consecutive absence. The employee is responsible for providing notification to the Employer of the intent to use the Extended Sick Bank by the 5th consecutive absence, otherwise available PTO hours will be applied. The above availability of Reserve Sick Fund hours will be in effect until separation of employment.

## ARTICLE 12 - REST PERIODS AND LUNCH PERIODS

12.1 Employees who work up to five (5) hours shall be entitled to one fifteen (15) minute paid rest period. Employees who work between five and one-half (5 ½) and seven and one-half (7 ½) hours shall be entitled to thirty (30) minutes paid rest period (two fifteen (15) minute breaks or one thirty (30) minute break). Employees who work eight (8) hours shall be entitled to thirty (30) minutes of paid rest period (two fifteen (15) minute breaks), and thirty (30) minutes unpaid lunch break. Employees working (12) hour shifts shall be entitled to an additional fifteen (15) minute rest period

12.2 Employees may leave the facility property during their lunch period. Employees not permitted to leave the building during their lunch period or those who elect to take their lunch break in an employee break area and are required to return to their work station prior to the end of her/his lunch period shall be paid for the portion of their lunch break worked and any overtime that results because of it. The Employer will automatically deduct one-half (1/2) hour for the employee's lunch break. Employees who are required to work through their lunch period must submit a "blue slip" to the employer in order to be paid timely. Employees who leave the facility property shall punch out and in when taking their lunch breaks.

Employee must inform their immediate supervisor, or coworker if the employee's immediate supervisor is not available, of their intention to leave the facility property during their lunch period.

## ARTICLE 13 - LEAVES OF ABSENCE

### 13.1 Jury Duty

The Employer will pay the difference between regular pay and jury duty pay for time spent on jury duty during any day which the employee is also scheduled to work. For purposes of this paragraph, a day is measured as beginning at 11:00 p.m. the day before the employee serves on jury duty and ends at 11:00p.m. on the day of jury duty. As examples, an employee will be excused from working after 11:00 p.m. on the night before attending jury duty, and an employee will be excused until 11:00 p.m. on an evening following jury duty. If the employee is excused from the court during a time when their scheduled shift is still being worked, the employee shall report to work for the remainder of the shift. Time spent on jury duty during which the employee was also scheduled to work will count toward accrual benefits.

### 13.2 Funeral Leave

The employer shall pay funeral leave of: one (1) scheduled day for niece, nephew, aunt, and uncle; up to three (3) scheduled days for current spouse, children, and step-children, parents, step-parents, brothers, sister, current mother-in-law, current father-in-law, current sister-in-law, current brother in-law, grandparents, and grandchildren. Any longer absence may be granted by the Department Director and/or the Administrator; however the employee will be required to use PTO for the extended funeral leave. The Employer reserves the right to ask for verification of the death and the relationship.

### 13.3 Medical Leave

The Employer may grant an unpaid leave of absence to any employee unable to work because of personal illness, or injury for a period of not in excess of six (6) months. The employee must contact the Employer at least monthly during an approved leave of absence, and must notify the Employer in writing after three (3) months of their request to extend the leave of absence up to the full six (6) months. Any employee on an approved medical leave of absence shall be reinstated upon furnishing a physician's report certifying that he or she is capable of returning to work, and such employee shall suffer no loss of his or her seniority rights while on such leave of absence. The Employer shall promptly notify the Union of such leave of absence granted to any employee. The Employer may require ongoing verification from a physician of inability to work, or of any work restrictions upon return to work.

### 13.4 Maternity Leave

The Facility will grant to an employee up to twelve weeks of unpaid leave for the birth or adoption of a child, regardless of their ability to qualify for leave under FMLA.

### 13.5 Personal Leave of Absence

An employee may be granted an unpaid leave of absence for up to three (3) weeks upon submission of a written request and verification of legitimate need. The employee must submit a written request for such leave. An extension, not to exceed ninety (90) days, may be granted upon written request and verification of need to the Employer.

### 13.6 No Change In Anniversary Date

No employee shall have an anniversary date or date of his hire changed because of a leave of absence.

### 13.7 Time Limits

Employees returning from a Leave of Absence within a ninety (90) day period shall be returned to the shift and job classification held prior to the leave. Unless the Employer and the Employee mutually agree otherwise, Employees will be returned to work on the next work schedule to be posted subsequent to the employee's request to return.

## ARTICLE 14 - SEVERABILITY CLAUSE

If any part of this Agreement is held to be in violation of any federal or state law, the provisions held to be invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to be binding on the parties hereto.

## ARTICLE 15 - MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogative and functions are retained and vested exclusively with the Employer, including, but not limited to; discipline for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications, assign and direct their work; transfer and layoff employees; to maintain the efficiency of the facility; to set and change the starting and quitting times, shifts and to increase or reduce the number of hours per shift; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate all or any part of the Employer's facility; cease any job, department, operation or service; to determine the number and location and operation of all departments; to issue, amend and revise policies, rules, and practices and to take any actions necessary to fulfill the mission of the Employer not in conflict with any express provision of this Agreement.

## ARTICLE 16 - NO STRIKE OR LOCKOUT

There will be no strike, work stoppage, slow down, picketing, or lockout during the term of this Agreement.

## ARTICLE 17 - NON-DISCRIMINATION

No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement on account of race, color, religious creed, national origin, age, sex, sexual orientation, familial status, protected veteran status, or disability.

## ARTICLE 18 - BENEFIT PLANS

18.1 For benefits covered under Paid Time Off and Leaves of Absence, see Articles 11 and 13.

### 18.2 Health/Dental Insurance

a) a) Employees must have a posted block of hours of not less than 60 hours per pay period to be eligible for group health coverage and not less than 64 hours for group dental coverage

b) The Company agrees to maintain the following percentage rate of contribution for single and family health care coverage as follows:

Single Coverage:	Employer 85%	Employee 15%
Family Coverage:	Employer 60%	Employee 40%

### 18.3 Life Insurance

Employees with a posted block of hours of not less than 64 hours per pay period are eligible for life insurance coverage (all employees taking health/dental insurance will take life insurance) as follows: an insured death benefit of \$15,000.00 with the employee paying not more than \$1.00 per pay period toward the premium cost of said life insurance.

### 18.4 Retirement Plan (Lutheran Brotherhood Prototype Simplified Employee Pension Plan)

For Employees entitled to benefits, the Employer will contribute an amount equal to four percent (4%) of the Employee's compensation (as defined in the Plan). Employees participating in the Plan will become eligible on the first day of the Plan Year (calendar year) after completing three (3) years of service to the Employer in the immediately preceding five (5) plan years and in which the Employee attains the age of 21; excluding employees whose compensation during the Plan Year is less than \$450.00 or such larger amount as the Secretary of the Treasury may prescribe; and as otherwise excluded under the Plan.

### 18.5 Short-term Disability

The Employer will provide a short-term disability benefit for employees covered by this Agreement.

## ARTICLE 19 – MISCELLANEOUS

### 19.1 Uniforms

Effective October 1 2012, all full-time and part-time employees shall receive an additional thirteen (13) cents per hour in lieu of a separate uniform allowance on worked hours. Worked hours include regular and in-service hours.

### 19.2 Time Off for Union Business

With a prior ten day written notice, the Employer shall grant the necessary time off without pay and without discrimination to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business so long as it does not interfere with the Employer's business.

### 19.3 Union Bulletin Board

The Employer shall provide space on a bulletin board for the Union to post notices relating to legitimate Union business and activities. Any other notices must have Employer approval.

### 19.4 Safety Committee

The Employer shall establish a Safety Committee that shall meet monthly and will include a Union Steward or a designated Union member.

#### 19.5 CEUs/Education Allowance

Continuing Education Benefit: All Nurses receive \$125.00 in a designated account every two (2) years for the sole purpose of continuing education to assist in maintaining their professional license. The CEU account is managed by Nursing Administration and the Financial Services Office. The Employer will provide each employee with their account balance in January of each year and upon request of the employee. It is the responsibility of each Nurse to maintain current Minnesota Licensor. Each Nurse will be required to submit their renewed license to the nursing office after they receive it in the mail and prior to its expiration date.

#### 19.6 Mileage Reimbursement

The Home will reimburse employees for necessary mileage driven on behalf of and pre-approved by the Employer, as provided under IRS rules.

#### 19.7 Cell Phones

No employee will be required to use their personal cell phone for work nor will they be required to give their personal cell phone number to the Employer. If the employer requires employees to be available by cell phone, the Employer will provide the phone or will reimburse the employee for the cost of the required phone and the phone plan.

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

EMPLOYER  
ST. MARK'S LUTHERAN HOME

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL 1189  
AFL-CIO

By: 

By: 

Title: Executive Director

Title: PRESIDENT

LETTER OF AGREEMENT

BY AND BETWEEN  
UFCW LOCAL 1189  
AND  
ST.MARK'S LUTHERAN HOME

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The following premiums will remain in effect during the term of the current Collective Bargaining Agreement:

- 1) Training Pay: The Employer will pay any Nurse, who is asked by the Employer and who agrees to provide training and/or orientation to new employees, a \$1.00 per hour premium for all shifts worked as a trainer. The Employer will determine the number of training shifts required and will document these shifts on the work schedule.
- 2) Staffing LPN/RN Premium: The most senior RN volunteer will be paid a premium of \$2.00 per shift to function as the Staffing RN. When no RN is on duty, the most senior LPN volunteer will be paid a premium of \$4.00 per shift to function as the Staffing LPN. If no RN or LPN volunteers, the most senior will be designated the Staffing Nurse. The Staffing Nurse will receive the premium only if the following criteria are met: 1) At least one employee "calls-in"; and 2) At least one call is required to be made by the Staffing LPN/RN to replace that employee.
- 3) Weekend RN Building Charge (1 - 8 hour shift): When supervisory RNs do not work the (8) hours of RN coverage required by the state (in the building) the senior RN, or designated RN if the senior RN declines, will be paid a \$2.00/hour premium for the required eight hours and will not be eligible for the staffing premium.

SIGNED THIS 6<sup>th</sup> DAY OF February 2020.

FOR THE EMPLOYER:

ST. MARK'S LUTHERAN HOME

By: [Signature]  
Title: Executive Director

FOR THE UNION:

UNITED FOOD AND COMMERCIAL WORKERS  
UNION LOCAL 1189

By: [Signature]  
Title: PRESIDENT