

Viewcrest Health Center

Contract

Effective
10/01/2021 – 09/30/2024



United Food and Commercial Workers Union Local 1189

UFCW Local 1189
2002 London Road, Ste. 211
Phone: 218-728-5174 or (800) 942-3546
Fax: 218-728-5178
Website: www.ufcw1189.org

Other important phone numbers:

Health care/dental (Wilson McShane): 218-728-4231
Employee assistance program (T.E.A.M., Inc.): 800-634-7710

Know Your Rights

Request that your Union Representative be present!

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

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

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

INDEX

AFFIRMATIVE ACTION STATEMENT	3
UNION MANAGEMENT RELATIONSHIP	3
ARTICLE 1 RECOGNITION OF UNION	3
ARTICLE 2 CLASSIFICATION OF EMPLOYEES	5
ARTICLE 3 HOURS OF WORK	6
ARTICLE 4 HOLIDAYS	8
ARTICLE 5 SENIORITY	9
ARTICLE 6 TERMINATION OF EMPLOYMENT	10
ARTICLE 7 DISCHARGE	10
ARTICLE 8 GRIEVANCE PROCEDURE	12
ARTICLE 9 PAID LEAVE TIME (PLT)	13
ARTICLE 10 EXCESSIVE ABSENTEEISM	15
ARTICLE 11 LEAVES OF ABSENCE	16
ARTICLE 12 MISCELLANEOUS	18
ARTICLE 13 SEPARABILITY	19
ARTICLE 14 BENEFITS	19
ARTICLE 15 DRUG & ALCOHOL POLICY	23
ARTICLE 16 FITNESS FOR DUTY EXAMINATIONS	24
ARTICLE 17 HANDGUN & FIREARM POLICY	24
ARTICLE 18 NO STRIKE NO LOCKOUT	24
ARTICLE 19 MANAGEMENT RIGHTS	24
ARTICLE 20 TERM OF AGREEMENT	26
ADDENDUM A - MINIMUM SCHEDULE OF WAGES	27
LOU – VOLUNTARY BENEFITS	30

THIS AGREEMENT is made and entered into and is effective on this day, October 1, 2021, by and between, VIEWCREST HEALTH CENTER, Duluth, Minnesota, hereinafter referred to as the EMPLOYER, and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 1189, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the UNION.

AFFIRMATIVE ACTION STATEMENT

All terms and provisions of the Employer's Affirmative Action Plan required and approved by the State of Minnesota Department of Human Rights shall be incorporated into this agreement by reference. All terms and conditions and interpretations thereof set forth in this agreement shall conform with all local, State, and Federal equal opportunity rules and regulations. The Union and Employer agree that neither will discriminate against any employee on the basis of age, race, color, creed, handicap, sex, national origin, status with regard to public assistance, ancestry, sexual orientation, marital status, religion or union activity or inactivity.

UNION-MANAGEMENT RELATIONSHIP

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

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

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

ARTICLE 1 **RECOGNITION OF UNION**

Section 1.01 The Employer recognizes said Union as the sole representative of all its employees, excluding administrative personnel, casual employees (as defined in Article 2 herein), registered nurses, licensed practical nurses, office/clerical employees, those employees covered under the AFSCME contract, guards and supervisors as defined in the National Labor Relations Act for the purposes of collective bargaining with respect to the hours of labor, rates of pay and working conditions hereinafter specified.

Section 1.02 All present Employees and all Employees who are hired thereafter shall become and remain members of the Union as a condition of employment on and after the first (1st) day of the month following thirty (30) days of employment or the execution day of this Agreement, whichever is later.

Section 1.03 The Employer agrees to deduct union dues or fees from the wages of the Employees in the bargaining unit who provide the Employer with voluntary written authorization which shall not be revocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from the wages of Employees each pay period and shall be transmitted to the Union by the 15th day of the following month. Employees who do not receive a check in a pay period will not be charged Union dues or fees for that pay period. The Employer further agrees to deduct the voluntary amount authorized by employees in writing, to be used by the UFCW Local 1189 for political action. The Employer shall make and transmit these deductions in the same manner as regular Union dues and fees.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article or in reliance on any list, notice, or assignment furnished under any of the provisions of this Article.

In the event the wages of the Employee are insufficient to cover the required deduction, the deduction for such dues or fees shall, nevertheless, be made from the first wages of adequate amount next due the employee and thereupon transmitted to the Union.

Either party shall promptly notify the other in writing of any revocation of the aforesaid authorization.

Section 1.04 This Agreement shall apply to the Employer's operations as performed on the effective date of this Agreement and this Agreement and Union representation there under shall also extend to any extension, expansion or relocation of such present operations in the geographical area of jurisdiction that is covered under the charter of this local Union.

Section 1.05 **Successor Liability Clause:** In the event of any sale, purchase, merger or other transaction affecting ownership of Employer's business or ownership of the assets of the Employer's business, the Employer shall make known to the Union prior to said transaction, the nature of the transaction and, shall make known to all parties to the transaction the terms and conditions of this Agreement. Following any such transaction, the Employer shall use its best efforts to assure that:

1. All Employees shall be provided employment by the successor Employer.
2. A new seniority list shall be drafted and posted by the successor Employer upon which the seniority of each Employee will date from his earliest date of employment with the Employer or the successor Employer.

3. If there is to be a reduction in work force as a result of such transaction, any such reduction shall be in inverse order according to the amount of continuous service of the Employees with the Employer or the successor Employer; and
4. Service by the Employees with the Employer shall be included wherever continuous service is required for other benefits or practice instituted by the successor Employer.

Any department or space leased, or a new department operated by the Employer shall be covered by an appropriate collective bargaining agreement negotiated between the Employer and the Union.

This Labor Agreement shall be binding upon the parties hereto and their successors and assigns for the Employer and Union, but in no event shall the present Employer be liable for the actions of any successor Employer in recognizing or failing to recognize the terms of this collective bargaining agreement.

ARTICLE 2

CLASSIFICATION OF EMPLOYEES

Section 2.01 Employees shall be classified as follows:

Employees shall be classified as follows: Full-time Employees are those Employees regularly scheduled to work at least sixty four (64) hours in a two (2) week period.

Regular part-time Employees are those Employees regularly scheduled to work less than sixty four (64) hours in a two (2) week period.

Casual Employees (including Internal Pool/On-Call, Second Scheduled) are those Employees who are not regularly scheduled and shall not be part of the bargaining Agreement.

All Employees employed on or before 10/01/09 shall be grandfathered under the 10/1/07 through 9/30/09 contract classifications for full time (Employees regularly scheduled to work at least fifty-six (56) hours in a two (2) week period) and part time (Employees regularly scheduled to work less than fifty-six (56) hours in a two (2) week period).

It is agreed that new employees hired after 4-11-05, having non-voluntary hours reduction, of five 5 pay periods or less, or employees newly hired after 4-11-05 holding Full-time work schedules of four on / four off that cause them to work less than the required Full-time hours in some pay periods and more than the minimum Full-time hours in other pay periods, will not have their status changed from Full-time to Part-time.

ARTICLE 3

HOURS OF WORK

Section 3.01 The normal hours of work shall be eight (8) hours per day and eighty (80) hours 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 (1½) rate. There shall be no pyramiding or duplicating of overtime. Exceptions to the general pattern of scheduling shall be made by mutual agreement between the Employer and Employee.

Any employee currently working the "4 on/4 off" schedule shall have the option of working this schedule for the term of their employment. Any employee choosing to work a schedule other than "4 on/4 off" may return to the "4 on/4 off" schedule based upon agreement with their opposite scheduled co-worker except for employees hired prior to 1990 who choose to work a schedule other than "4 on/4 off" may, in addition, return to a "4 on/4 off" schedule as allowed by a vacant position, but only once.

Section 3.02 Work schedules for a two (2) week period beginning on Sunday or Monday, will be posted no later than two weeks prior to the start of the work schedule. Employees shall be scheduled so as to provide a minimum of eight (8) hours off between shifts.

Overtime shifts shall be shortened to provide a minimum of 8 hours between shifts. When changes in the work schedules are made affecting Employees who are scheduled one day off at the time the change is made, the Employee so affected shall be notified of such change at his place of residence. Any reasonable attempt by the Employer to so notify the affected Employees shall be deemed to be in compliance with this paragraph.

Section 3.03 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. An Employee may choose not to work and will be compensated only for actual hours worked. Any reasonable attempt by the Employer to so notify the affected Employees shall be deemed to be in compliance with this paragraph.

Section 3.04 All time worked shall be consecutive except:

Employees scheduled four (4) or more, but less than six (6) hours shall receive one (1) fifteen (15) minute break.

Employees scheduled six (6) hours but less than 8 (eight) shall receive one (1) fifteen 15 minute break and an unpaid half (½) hour meal period. Employees scheduled eight and one half (8½) hours shall receive two (2) fifteen (15) minute breaks and an unpaid half (½) hour meal period.

The break shall be taken as near to midway between starting time and meal period and a meal period and quitting time as possible. Breaks shall be taken on the premises. Breaks and meal periods shall be taken at a scheduled time designated by the

Employer. The Employee must punch out when leaving the premises for their meal period and must punch in at the end meal period.

All time worked shall be consecutive, except one (1) hour or less, and no less than one-half ($\frac{1}{2}$) hour shall be scheduled for lunch each day if the employee works more than five (5) paid hours, unless mutually agreed otherwise between the Employer and the Employee. Employees who work more than for (4) paid hours but not more than five (5) paid hours shall have the option of taking a one half ($\frac{1}{2}$) hour lunch. Employees who work less than four (4) paid hours shall not be entitled to a lunch period.

Section 3.05 At no time shall the Employer be left without a sufficient number of employees to do the work. In order to meet the Employer's scheduling needs, the Employer may require an Employee who is at work to remain and work the next shift or a part thereof. The selection of the Employee who is required to remain shall be rotated in reverse order of seniority. The same Employee shall not be required to remain at work more than two (2) times per two (2) week pay period, but the least recent mandated person would be required to remain at work. Employees that agree to work two extra shifts in a pay period cannot be required to work mandatory overtime unless all other employees capable of performing the work in the respective classification have worked two (2) extra shifts at which time additional shifts shall be determined by seniority. Employees working on a normally scheduled day off cannot be required to work mandatory overtime. Employees that are required to stay over for mandatory overtime shall work continuously. Employees who are mandated and refuse shall be considered insubordinate and will be disciplined under the Employers progressive discipline policy. The mandatory overtime issues in this paragraph will not apply in emergency staffing situations. Employees will not be mandated until they have completed the training period. The training period shall not exceed eighty (80) hours. The Employer may request and receive an extension of the eighty (80) hours if mutually agreed upon in writing between the parties. In the event extra hours become available on short notice, (after the schedule has been posted), the Employer will offer the available hours to the most senior Employee in the department first, however, management reserves the right to contact Employees in order of seniority in such a manner that overtime not be triggered unless absolutely necessary to staff the facility.

Extra hours available due to unfilled positions, leaves of absence up to thirty (30) days, personal holidays or vacations will be posted and granted in the following order:

- a. Regular Employees by seniority in the department who can work without creating overtime.
- b. Regular Employees by seniority in other departments who have been trained and are qualified to do the work without creating overtime.
- c. Casual/Fill-in Employees who can work without creating overtime.
- d. Regular Employees by seniority in the department who will work overtime.
- e. Regular Employees by seniority in other departments who have been trained and are qualified to do the work who will work overtime.
- f. Casual/Fill-in Employees who will work overtime.

In the event no Employees sign up, management reserves the right to schedule to ensure staffing needs. Management reserves the right to schedule in order to avoid the creation of overtime.

Section 3.06 Employees shall be scheduled so as to provide a minimum of eight (8) hours off between shifts. Employees who are mandated to stay and work a second shift and who are scheduled for the following day, may not be required to work longer on the second shift than time would allow for them to have 8 hours off before the start of their next shift if they request a modification to their shift length. If there is a short overlap the employer may adjust the start time of the employees scheduled start time.

Any changes to the posted schedule must be made with prior management approval.

Section 3.07 Employees shall not be permanently rotated off of the shift or wing that they are assigned to without justification.

Section 3.08 Employees notified to report for work outside their regular work schedule shall be allowed up to one (1) hour after being called to report to work without loss of time for the shift for which they were called to fill.

Section 3.09 If an Employee agrees to work an extra shift it becomes a scheduled shift and a refusal to work will be counted as an unexcused absence.

Section 3.10 Where an Employee voluntarily selects and is scheduled for a inter-department position different from the position worked during the previous pay period, the Employee shall not voluntarily seek to move to another position for four (4) pay periods, unless the position sought would result in more hours or higher pay.

Section 3.11 An Employee who attends a mandatory training session on the Employee's time off will be paid for such hours attended at the appropriate rate of pay; with a minimum mandatory pay of 60 minutes. If the Employee can attend the inservice during the Employee's work hours or immediately preceding or following those work hours, then the Employee is not eligible for the minimum mandatory meeting pay. If the Employee does not show for a mandatory inservice after their shift is filled they cannot request a PLT day and the day will be counted as an absence.

Section 3.12 Employees on approved scheduled PLT shall not be subject to discipline for non-attendance of a scheduled training sessions, however, these Employees shall obtain the training information upon return to work.

ARTICLE 4 **HOLIDAYS**

Section 4.01 It is agreed that any Employee who works on any of the following holidays shall be paid at one and one-half (1½) times the straight time hourly rate for such work: Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. All Employees working more than eight (8) hours on a holiday shall receive two and one-half (2½) times the straight time hourly rate for all hours worked over eight (8) hours.

ARTICLE 5

SENIORITY

Section 5.01 Every Employee covered by the terms of this contract shall have seniority from the date of the Employee's original date of hire unless such seniority is broken for reasons specified herein. Seniority shall be applicable to all conditions of employment.

Section 5.02 Employees shall be probationary Employees for the first ninety (90) days of employment plus the number of days an Employee is out on leave of absence during the first ninety (90) days, and during such probationary 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 a new Employee's probationary period for thirty (30) days by providing the Union and the Employee by the eighty-fifth (85th) day written notice of the extension and the reasons therefore.

Section 5.03 Any controversy over seniority standing or relative to any questions of seniority shall be subject to adjustment, settlement and arbitration in the same manner as other controversies arising under this Agreement.

Section 5.04 A seniority list shall be provided to any Employee and to the Union upon request.

Section 5.05 In cases of transfer from one department to another, the Employee shall bring their Bargaining Unit Seniority with them for all purposes except the awarding of job postings which shall be first by Department Seniority and secondly by Bargaining Unit Seniority. Department seniority in the new department shall begin on the date of transfer, and shall include any previous service.

Section 5.06 An Employee's seniority for any purpose shall be broken and terminated by:

- a. Voluntarily quitting employment;
- b. Discharge for cause;
- c. Failing to report for work after being recalled from layoff;
- d. Layoff which continues for more than one (1) year;
- e. Absence from work because of personal illness or injury for more than one (1) year (compensable injury two (2) years);
- f. For leave of absence in excess of contract provision.

Section 5.07 The right to bump shall be limited to those situations where an Employee is subject to layoff or a reduction of more than three (3) hours in a pay period. Layoff or reduction of hours shall be accomplished by inverse seniority in the department affected, provided that an Employee, if qualified for that department, may bump an Employee with less seniority in another department to avoid layoff or reduction of hours.

This also means that if the reduction of hours is on day shift, Employees affected by the reduction can bump an Employee on another shift with less seniority who has more hours. Once an Employee bumps into a position, that becomes his/her permanent position. In the event an Employee exercises his/her right to bumping, whether in or out of the department, under Article 5, and the vacated position has its hours fully restored, the position shall be posted. If the Employee who bumped out of this position because of an hours reduction chooses to bid on the restored position, they shall be considered to have "super seniority" which shall allow the Employee rights to the restored position. The Employee who was displaced by this re-posting shall also have "super seniority" to bid on their former position, which shall be posted upon its vacancy. Employees shall receive no less than a seven (7) day notice of a layoff or reduction of more than three (3) hours in a pay period, and no less than forty-eight (48) hours notice of a reduction of three (3) or less hours per pay period.

ARTICLE 6

TERMINATION OF EMPLOYMENT

Section 6.01 Employees covered by this agreement electing to resign or quit the employment will give the facility two (2) week's written notice and shall continue in the facility's service during this two (2) week period with the exception that the employee may leave sooner when competent replacement can be made by the facility. The facility is to furnish printed forms of such resignation.

Section 6.02 If an Employee fails to report to work as scheduled or to furnish the Employer with a justifiable excuse therefore 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.

Section 6.03 Employees discharged without notice for any of the specified causes provided in Article 7 hereof, or Employees who terminate their employment with the Employer as set forth above, or who leave their employment before the end of the fourteen (14) calendar day period referenced in Section 6.01 above, shall be entitled to accrued wages and accrued vacation pay within eight (8) days of termination or resignation of employment.

ARTICLE 7

DISCHARGE

Section 7.01 During the probationary period for a new employee, Employer may discipline or discharge the Employee for any reason without regard to whether just cause exists and the Employee shall not have recourse to the grievance procedure in Article 8.

Section 7.02 No employee who has completed the probationary period shall be disciplined or discharged without just cause.

Section 7.03 Employer will abide by principles of progressive discipline with the appropriate level of discipline to be determined by the Employer. Employer may impose discipline in forms including, but not limited to an oral warning, a written warning, suspension or termination, although Employer is not required to utilize all or any of them, or to utilize them in any required order; except that for instances other than serious misconduct, the Employer shall provide one warning prior to discharge. The Employee shall have the right to recourse through Article 8 (Grievance Procedure).

Section 7.04 Employer may bypass one or more steps of progressive discipline in cases of serious misconduct and shall not be required to provide a warning prior to discipline, including discharge. Serious misconduct shall include, but not be limited to:

1. Dishonesty
2. Incompetence
3. Harassment of a member of a protected class including but not limited to racial intolerance and sexual harassment
4. Drunkenness
5. Drinking on the job
6. Reporting to work intoxicated
7. Failure to notify Employer to be excused from work
8. Falsification of records
9. Use, possession or sale of illegal drugs including but not limited to prescription, nonprescription drugs or alcohol on the premises
10. Theft on the premises
11. Giving confidential information pursuant to Minnesota Statute 144.651 (The Bill of Rights for Patients and Residents of Health Care Facilities)
12. Violating patient's rights pursuant to Minnesota Statute 144.651 (The Bill of Rights for Patients and Residents of Health Care Facilities)
13. Violence on the premises
14. Gross insubordination
15. Disrespectful treatment of Residents in any form or degree
16. Physical or psychological abuse of residents in any form or degree
17. Punching time clock of another employee
18. Use or possession of a weapon on the premises

Section 7.05 Suspension, written warnings and discharges shall be in writing form to the Employee and copied to the Union.

Section 7.06 No prior warning notice need be given in the instance of an investigatory non-discipline "suspension" which is defined as a removal from the payroll for a period of time with a right to be reinstated without loss of seniority or pay at the end of said period of time.

Section 7.07 A disciplinary notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the notice, unless governed by the Vulnerable Adult Act.

Section 7.08 An Employee may request an investigation as to his or her discharge. Appeal from discharge or suspension shall be taken up as provided for in Article 8 (Grievance Procedure) of this Agreement.

Section 7.09 No Employee shall be terminated when sent home by the Employer for illness, under the attendance policy (although it may be counted as an absence if the Employee requests to be sent home). The Employer retains the right to request return-to-work authorization.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.01 Any dispute or controversy involving the interpretation or application of any of the terms or provisions of this Agreement shall be submitted for settlement under the grievance procedure as herein provided:

Step 1. Any Employee who believes that the Employer has violated any of the terms or conditions of this Agreement in relation to his/her employment shall be considered to have a complaint, and such Employee or the Employee's Union Steward or Union Representative shall immediately and promptly take such complaint to the Employer. Such Employee and the Employer shall attempt to resolve said complaint. No complaint will be considered by the Employer unless it is brought to the attention of the supervisor or representative of the employer within five (5) days of its alleged occurrence, except as hereinafter provided as to wages.

Step 2. If said Employee and Employer cannot resolve said complaint within such five (5) day period, the Employee and/or his/her Union Representative shall reduce the complaint to writing which shall be considered a grievance. A written grievance shall state the Article violated and provide a brief statement of the events causing the grievance. The grievance must be reduced to writing and delivered to the Administrator or designee no later than ten (10) days following the Step 1 meeting; provided, however, that complaints or 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 Employer within fifteen (15) days after the first regular payday following the occurrence of such alleged violation relating to such wages.

Failure to give any such notice of any grievance shall constitute a permanent waiver and bar of the grievance and the Employee shall be forever foreclosed from raising any complaint, grievance or reference in regard thereto. The representatives of the Employer and the Union shall immediately after the submission of such grievance in writing, by mutual negotiation, attempt to arrive at a satisfactory settlement thereof. After such grievance is reduced to and submitted in writing, the Employee may be represented by the Business Agent of the Union or such other persons as may be designated by the Union to represent such Employee, not exceeding, however, two (2) in number. The Employer may be represented by such representative(s) as it shall select. The failure of the parties to settle the grievance within 14 days of service of the written grievance on administrator or designee shall constitute a denial of the grievance.

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

Step 4. If Steps 1 through 3 fail to settle the grievance, the parties may submit the grievance to an arbitrator for resolution. Any appeal to arbitration shall be in writing and served on the other party within twenty (20) days of a Step 2 denial or, if mutually elected, a Step 3 mediation that fails to resolve the grievance. 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 the Federal Mediation and Conciliation Service to submit a list of five (5) names from which the arbitrator shall be selected by elimination. The arbitrator shall not add to, subtract from or ignore any provisions of the Labor Agreement in making his/her decision and such decision shall be final and binding upon the parties.

Section 8.02 The expense and remuneration of the arbitrators, as well as the cost of filing for arbitration shall be borne by the parties equally.

Section 8.03 At any step in this grievance procedure, the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved Employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further, if in the judgment of the Executive Board such grievance or dispute lacks merit or lacks justification, or has been adjusted or justified to the satisfaction of the Union Executive Board.

Section 8.04 The parties may mutually agree in writing to extend any time frame as stated in this grievance procedure.

ARTICLE 9

PERSONAL LEAVE TIME (PLT)

Section 9.01 Personal Leave Time (PLT) is provided to allow an Employee time away from work. Personal Leave Time (PLT) may be used for vacation, sick leave, holidays or any other purpose that the Employee may desire. Personal Leave Time is fully payable upon separation from employment, with proper two-week notice fulfilled.

Section 9.02 **Accrual of PLT** An employee begins to earn PLT upon hire.

		<u>Part-time</u>	<u>Full-time</u>
Year	1	3	3.3
Year	2	4	5
Year	3	4.3	5.3
Year	4	4.6	5.5
Year	5	5.9	7
Year	6	5.9	7
Year	7	5.9	7
Year	8	5.9	7
Year	9	5.9	7
Year	10	5.9	8
Year	11	6.9	8
Year	12	6.9	8
Year	13	6.9	8
Year	14	6.9	8
Year	15	6.9	8

The above rates are hours of paid leave time accrued per every 50 hours paid. PLT may be accumulated up to 380 hours. Any PLT in excess of 380 will be forfeited. A former Employee whose employment is terminated and is subsequently re-employed by the Employer, assumes the same status as a new Employee in regard to PLT allowance.

Section 9.03 Use of PLT: PLT is immediately available for use after accrual, subject to the scheduling provisions of this contract. Employees who are absent from work due to personal illness or illness of their child will use PLT to replace work hours lost. All PLT use is subject to the policies of the Employer concerning absenteeism. During a leave of absence for illness or injury or any other reason, the Employee will use accumulated PLT (unless eligible to receive short term disability benefits or another form of compensation). Employees will be allowed to retain forty (40) hours of PLT during such leave. Notice: Whenever reasonably possible, the Employee shall give the Employer at least 2 hours notice before taking sick (PLT) leave. Employees calling in sick shall notify either the scheduling or personnel person on duty or their supervisor or the supervisor of the current shift.

Employees may plan time off and receive pay from their accrued PLT balance by submitting a time off request to the staffing coordinator or their department director. The time off request form shall be submitted on a duplicate form which shall be signed by the person receiving it and a copy returned to the employee. In the event not all requests for time off may be accommodated, requests shall be granted on a first come first serve basis, except as defined in the following section.

Simultaneous requests shall be granted based on seniority. A minimum of fourteen (14) days advance notice for use of scheduled PLT is requested, on the appropriate time-off request form. Any non-serious medical and dental appointment should be scheduled on non-working hours **whenever possible**. Management shall respond to request for time off at least six (6) days prior to the time off selected.

Section 9.04 **Scheduling PLT - Seniority-based Procedure:** Between January 1 and March 15 of each calendar year, the department director or staffing coordinator will meet with all Employees entitled to PLT and from such consultation, develop a working vacation schedule for the period April 1 of the existing year to March 31 of the following year. In determining schedules, the wishes of Employees will be respected as to the time of taking vacation (PLT), insofar as the needs of service to the facility will permit, it being understood that the rights of senior Employees, using their bargaining Unit Seniority, will prevail in the selection of vacation time when agreement cannot be reached among Employees. The final confirmed schedule will be posted from April 1st through the remainder of the year. When requesting PLT time, the requesting Employee must have the time available to take the time off. Employee will not be allowed to take requested days off, if PLT not available.

First-come first serve procedure: After March 15th, all requests for scheduled time off will be on a first come first serve basis, and shall be determined based on staffing needs. Simultaneous requests shall be granted based upon seniority.

Section 9.05 **Separation of Employment:** Upon separation of employment for whatever reason, an Employee will be paid for all accrued and unused PLT at the employee's final rate of pay; for voluntary resignations, Article 9.01 applies. A former Employee whose employment is terminated and who is subsequently re-employed by the Employer assumes the same status as a new Employee in regard to PLT accrual.

Section 9.06 **Cash out option:** VHC encourages employees to take time off for rest and relaxation, while also encouraging employees to keep a reserve of PLT hours available for unplanned illnesses and personal emergencies. Therefore, employees are allowed to accrue PLT to a maximum of 380 hours. Any time in excess of 380 hours will be forfeited. Upon the employee's request, VHC will pay out any PLT in excess of twenty-four (24) hours at 100%. Employees may request to cash out PLT once per quarter. An employee shall not be allowed to cash out PLT during any pay period in which he or she served an unpaid suspension.

ARTICLE 10

EXCESSIVE ABSENTEEISM

Section 10.01 In the event the Employer determines an Employee has a problem with excessive absenteeism, the Employer may take appropriate disciplinary actions at its discretion, including oral or written warnings, suspension, and/or termination.

Section 10.02 The Employer has the burden of showing that the Employee's absenteeism, for any reason, is unacceptable and excessive.

Section 10.03 Excessive absenteeism for any reason will be considered evidence that the Employee cannot perform the essential functions of his or her job.

Section 10.04 Nothing in this Section is intended to violate any state or federal law requiring medical or other approved leaves of absences.

ARTICLE 11
LEAVES OF ABSENCE

Section 11.01 Employees shall be entitled to written leaves of absence for the following reasons:

A. PARENTING & MEDICAL LEAVE:

Shall be available for an Employee upon the birth or adoption of a child, as defined in the Family Medical Leave Act, and shall be available in cases where employees are incapable of working due to personal illness or injury, as certified by a licensed physician. Such absence shall be for a period of up to (6) months renewable upon request for a maximum of one (1) year, provided that once each month after six (6) months the Employee notifies the Union and the Employer in writing of his or her whereabouts and status.

Medical leave shall also be available if a health care provider verifies that it is necessary to care for the employee's parent, spouse, son or daughter with a serious health condition, as defined in the Family Medical Leave Act. Up to twelve (12) weeks of this leave shall be available on an intermittent part-time basis if the health care provider certifies that this is medically necessary. In this case the Employer may transfer the Employee to a different job with equivalent pay and benefits, which better accommodates the need for intermittent leave. An Employee must notify the Employer in writing within two (2) weeks of the date on which the employee is deemed able to return to work.

In cases of compensable injury under the Worker's Compensation statutes, employees shall be granted a leave of absence for a period of up to one (1) year. Where required, two (2) six (6) month extensions shall be granted provided the Employee notifies the Employer in writing that such an extension is needed. In no event shall such a compensable leave of absence exceed a total of two (2) years.

An Employee returning from medical/work comp leave will be placed in the same position or one of comparable duties upon certification by a physician of recovery from illness or injury. If an Employee continues to have medical restrictions at the end of the leave, the Employer will review the Employee's medical condition and determine whether any work restrictions can be reasonably accommodated to allow him/her to work. If the Employee is not able or chooses not to return to work at that time, the Employee will be conclusively presumed to have resigned his/her employment.

Employees injured on the job shall not be docked for any part of the day in which the injury occurs, providing a call to the Employer is made from the doctor's office, by doctor's personnel, notifying them of the extent of the injury. If the injury is not serious, the Employee must return to work at once upon leaving the doctor's office. In no instance will the Employer be obligated to pay an Employee for more than eight (8) hours.

B. MILITARY LEAVE:

Military service by the Employee in compliance with the provisions of the Veterans' Re-employment Act; and leave for a covered Family Member's active duty or call to active duty in the Armed Forces or to care for an injured or ill Service Member under the Support for Injured Service Members Act of 2007.

C. LEAVE for UNION DUTY:

Election or appointment to office in or as a delegate representing the Union, requiring either temporary or full-time leave. Such leave shall not exceed the term of office to which the Employee is elected.

D. PERSONAL LEAVE:

An Employee may be entitled for personal unpaid leave, for reasons acceptable to the Employer, at the Employer's discretion. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence. Such leaves shall run to a maximum of three (3) months for Employees. Upon return to work from a leave of absence lasting up to three (3) months, a person will be returned to his/her original job and shift.

In all instances, every effort will be made to return the Employee to his/her original shift if possible, but at no time will the "return to work" disturb the operations of the nursing home.

E. BEREAVEMENT LEAVE:

Employees shall be granted a leave with pay up to a maximum of four (4) days (including the day after the funeral **or memorial**) to attend the funeral **or memorial** of a member of such Employees immediate family. For the purpose of this provision, "immediate family" is defined to be limited to the Employee's wife or husband, brothers, sisters, children, stepbrother, stepsister, legal guardian, father, mother, grandmother, grandfather, grandchild, Employee's and spouses sister in-law, brother in-law, and any relative that resides with the Employee or with whom the Employee resides and significant other of at least one (1) year. (Father and mother, as herein used, shall mean parents of the Employee or the spouse of the Employee, whether such parent is the natural parent or a stepparent.

If a person is on PLT during which time a death in the family as defined above occurs, the paid funeral leave will be substituted for PLT.

F. JURY DUTY:

Employees shall be granted a leave of absence with pay for Jury Duty up to four (4) weeks in each calendar year. Pay for Jury Duty will be based on an Employee's regular straight time rate less the amount received for Jury Duty. Employees will be required to report (in person or by telephone) to the Employer when they are excused for a day or a part of a day while on Jury Duty. Employees shall not be required to serve a combination of work and Jury Duty in excess of eight (8) hours in a day. In all cases of paid Jury Duty leave, pay shall be owed only for regularly scheduled work hours missed due to the leave. The parameters in this section apply to petit Jury Duty only.

Section 11.02 Any Employee who is granted a personal leave of absence and while on such leave of absence accepts employment with another Employer, or who goes into business for himself, is subject to discharge.

Section 11.03 Employees on leave of absence shall not be entitled to pay, including holiday pay, or any other benefits of this Agreement unless specifically provided for herein, or as specifically provided by the Family and Medical Leave Act of 1993, as amended.

ARTICLE 12 **MISCELLANEOUS**

Section 12.01 Employees shall be paid every two (2) weeks on Friday, providing the payroll checks are delivered in time to do so. The rate of pay shall be on the check stub.

Section 12.02 If any regularly scheduled vacancy shall occur in any of the designated departments, such vacancy shall be posted on the bulletin board for five (5) working days. The department shall fill such vacancy from Employees bidding within the department in which such vacancy occurs on the basis of qualifications, ability and physical fitness. When these are relatively equal, seniority shall govern. If no one in the department in which the vacancy occurs bids or if such applicant is not qualified, then the department shall fill the vacancy from the Employees applying from outside the department on the same basis as above.

Section 12.03 Employees transferred from one wage grade or department to another shall commence work in the wage grade to which they are transferred. If the wage grade to which the Employee is transferred has a higher or lower rate of pay, the employee shall receive higher or lower rate of pay. All transfers from one department or another shall be for a trial period of 3 consecutive days, at the end of which time either party has the option of transferring back to the prior department or wage grade.

Section 12.04 Representatives of the Union may visit the Employer's premises for the purpose of discussing grievances and other union matters with the employees. Such discussions shall take place at such time and place as mutually agreed to between the Employer and the Union. The parties shall cooperate in arranging such discussions so that there will be no disturbance to residents or interruptions in providing care to such residents.

Section 12.05 Any educational courses that are required by law or the Employer shall be paid for by the Employer at the employee's hourly rate of pay.

Section 12.06 All bereavement leave under Article 11, jury duty under Article 11, etc., shall not affect perfect attendance.

Section 12.07 The Union and the Employer agree to establish a Labor and Management Committee.

Section 12.08 If a payday falls on a holiday, paychecks will be distributed the day before the holiday.

Section 12.09 Payroll errors: The Employer shall correct payroll errors of twenty five dollars (\$25.00) or more the following business day (excluding weekend and holidays) if the error is brought to the attention of Human Resources or designee by 2:00 p.m. Where the error is due to an Employee's failure to accurately record his or her time, the error shall be corrected in the next paycheck. The Employer will work with employees who have made an error that would cause a severe hardship. The Employer shall provide the Union with a copy of payroll error notices.

Section 12.10 If the State provides a cost of living adjustment (COLA), the parties will negotiate over wages and benefits for those monies for the period of time the COLA is to cover.

Section 12.11 The Employer shall have the right to select employees, with regard to Seniority and qualifications, to fill the new position of NAR Trainer/Mentor. These employees shall receive a differential of \$1.00 per hour while performing the duties of training NAR Orientees. The NAR Trainer/Mentor position shall be posted like all other positions and awarded by Seniority if all other qualifications are equal.

Section 12.12 The Employer agrees to deduct amounts designated by employees for the UFCW Active Ballot Club (ABC) when the Employer has been furnished an individual written authorization for making such deductions. It is agreed that the ABC authorization is to be voluntary. The Employer agrees to remit the ABC contributions to Local #1189 in the same manner as the union dues.

ARTICLE 13

SEPARABILITY

Section 13.01 Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of competent jurisdiction or an unfair labor practice by final decision of labor relations board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof.

Nothing herein shall be construed to replace or abridge the right of either party to appeal court or administrative decrees or decisions.

Section 13.02 In the event that any part or portion of this Agreement is declared illegal, the parties shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal.

ARTICLE 14

BENEFITS

Section 14.01 VHC provides, at the employer expense, a 401(a) Pension Plan for all eligible employees that is 5% of gross wages. Eligibility is defined as an employee who:

1. Has completed one year of service (defined as 1000 or more hours in calendar year);
2. Is working 1000 hours or more per year; and
3. Has attained the age of 21.

The VHC Health Center's Pension Plan has a vesting schedule as follows:

<u>Years of Service</u>	<u>Vesting Percentages</u>
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

The Director of Human Resources will give you a pension packet approximately one (1) month prior to your eligibility. You will be required to return your enrollment forms to the Director of Human Resources within two weeks of receiving the packet.

Section 14.02 UFCW Health and Welfare Fund: All Employers who are or become signatory or bound by this Agreement agree to be bound by the Agreements and Declarations of Trust, as amended, establishing the Northern Minnesota-Wisconsin Area Retail Food Health and Welfare Fund, copies of which all parties agree have been furnished to and read by all Employers bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations or plans adopted by the Trustees pursuant thereto shall become a part of the Agreement as though fully written herein. All Employers bound hereby irrevocably designate the Employer for the purposes set forth in said Agreements and Declarations of Trust.

Health and Welfare Contribution Rates: The Employer agrees to pay the monthly premium for each eligible Employee to the Health and Welfare Fund.

- A. **Effective January 1, 2022, the Employer shall pay seven hundred sixty (\$760.00) per month, per eligible employee based on previous month's hours. Effective January 1, 2023, the Employer shall pay up to seven hundred and ninety five dollars (\$795.00) per month, or the ARGA rate, whichever is less, per eligible employee based on previous month's hours. Effective January 1, 2024, the Employer shall pay up to eight hundred and fifty dollars (\$850.00) per month or the ARGA rate, whichever is less, per eligible employee based on previous month's hours. The Employer will remit the entire amount of the premium to the Northern Minnesota-Wisconsin Area Retail Clerk's Health and Welfare Fund.**
- B. Any amounts above the levels established in the preceding paragraphs shall be paid by the Employee.

- C. Effective October 1st, 2015 the employer agrees to pay the contribution rate for each employee working sixty (60) hours per pay period (30 hr./week average) per two-week pay period or more based on the Employee's previous month's hours worked, and who is on the payroll on the first day of any month, in accordance with the following rules:
- D. For employees hired prior to 10/01/2009, the Employer agrees to pay the contribution rate for each Employee working fifty-six (56) hours per two week period or based on the Employees previous month's hours worked, and who is on the payroll on the first day of the month.
- E. Payment to the Fund on behalf of the Employees who are terminated due to discharge or voluntary termination of employment shall not be required commencing with the first of the month following the date of their termination.
- F. Employees returning to work or reinstated following an absence from work where their seniority has not been interrupted shall have payments made on their behalf on the first of the month following their return to work.
- G. In the event of absence of an Employee from work because of injury, illness or sickness, the Employer shall continue to make the required contribution for a period of three (3) months from the date on which the Employee leaves active employment due to injury, illness, or sickness.

In the event of leave of absence or military leave, or in the event of Employees who are laid off or in the event of Employees who are off because of illness, sickness or injury beyond the said three (3) month period, they shall be permitted to continue coverage as a member of the group by paying in advance the regular monthly premium as paid by their Employers after the respective date that contributions by the Employers cease pursuant to the provisions hereto, provided that such coverage may be continued only to the maximum period allowed under the rules established by the Trustees.
- H. New Employees hired must work sixty four (64) hours or more per pay period for six (6) consecutive pay periods, before they become eligible for the Employer payment to the Health Insurance Fund. Once a new employee becomes eligible, they shall continue to be eligible and payment required each month they work the required hours.
- I. During the times that the Employees covered hereunder are on vacation, the Employer shall continue to pay its contributions to secure coverage for the Employees.
- J. Contributions to the Trust Fund shall be due and payable ten (10) days following the end of the preceding month for all Employees covered under the collective bargaining agreement, or for whom contributions are required.

The failure of an Employer to pay all amounts due within thirty (30) days following the due date, whether willful or otherwise, shall subject the delinquent Employer to a payment of liquidated damages of an additional ten percent (10%) of the amount due, plus all costs and reasonable attorney's fees incurred in connection therewith. Payments and liquidated damages 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 primary rate of the bank with which the Fund does its business.

If legal action is taken to recover the amount due the Trust Fund, the delinquent Employer shall also be required to pay all court costs including reasonable attorney fees. In addition to the other provisions as herein set forth, any Employer who is primarily liable and responsible to its employees or Employees' estates for any claims for benefits accruing to such employees or Employees' estates which would otherwise be due such Employees or Employees' estates under the administration of this Trust Fund, the payment of any and all claims shall not operate to relieve such Employer from his liability to make the payments due the Trust Fund, including the liquidated damage payment.

Any Employer who on more than one occasion during any one year becomes delinquent in its payment to the Trust 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.

Non-payment by any Employer of any contribution or other monies owed to the Fund shall not relieve any other employer from his or its obligation to make required payments to the Trust Fund.

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

2. 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.

3. The Employer agrees that applicable payroll records shall be made available for audit to Employees of the Health and Welfare Fund as directed by action of the Board of Trustees of the Fund.

- K. If the Employer fails to make prompt and timely payments of monthly contributions required by this Article and such delinquency results in an employee or beneficiary or dependent being denied or being rendered ineligible for benefits otherwise payable under the Plan provided by the Trustees, then in such event, the Employer shall be fully and personally responsible to (and thereby agrees to pay) such Employee or beneficiary or dependent for all such losses of benefits.

- L. The Union and the Employer agree that the Employees shall retain the right to change their health insurance provider.

SUPPLEMENTAL BENEFITS

Section 14.03 Life Insurance

All Employees who are scheduled sixty (60) or more hours per pay period on a regular basis and have completed the 60 day waiting period are eligible to participate in our employer-paid group life insurance plan.

Employees going from PT to FT can enroll the 1st of the month following the change in status as long as the 60 day waiting period has been met. Once you have completed the application, you will be enrolled on the first of the month following or coinciding with your eligibility.

Section 14.04 Voluntary Benefits

- The Employer has adopted the St. Francis Health Services' Voluntary Benefit Plan. See Benefit plan summaries for details
- To be eligible to participate, an employee must be regularly scheduled to work sixty (60) hours or more a pay period.
- The employee pays 100% of the premium of the benefit plan/s he/she elects.
- The employee cannot modify his/her annual elections unless a change in family status, as defined by the regulations, occurs.

Section 14.05 Tax Deferred Annuity

All employees are eligible to enroll into the voluntary 403(b) tax deferred annuity plan (TDA). See the Director of Human Resources for further details.

ARTICLE 15 **DRUG & ALCOHOL POLICY**

No Employee shall use, sell, solicit, possess or transfer drugs or alcohol while working or while on an Employer premises (including parking lots) or Employer work sites, wherever located. No Employee shall report to or be at work under the influence of drugs or alcohol, wherever such work is being performed, including off Employer property.

No Employee shall operate any Employer vehicle, machinery, equipment, or property at any time, or any private vehicle used in furtherance of the Employer's business, while using or under the influence of drugs or alcohol. These rules shall not apply to the Employee's possession and proper use of legal drugs prescribed for him or her. The Employer may conduct drug and alcohol testing of Employees according to the provisions of the Minnesota Drug & Alcohol Testing in the Workplace Act.

Confidentiality

All information obtained through drug and/or alcohol testing will be treated confidentially and disclosed only as allowed by Minnesota law.

ARTICLE 16
FITNESS FOR DUTY EXAMINATIONS

The Employer shall have the right, at its expense, to require an Employee to undergo a physical or mental examination to determine the employee's fitness for duty. The Employer shall invoke this right only if there are reasonable grounds to question the employee's fitness for duty. The Employer will request a doctor's statement verifying fitness for duty. The examiner shall not conduct any drug or alcohol testing unless the Employer has complied with the Minnesota Drug & Alcohol Testing in the Workplace Act.

ARTICLE 17
HANDGUN & FIREARM POLICY

No Employee shall use or possess a handgun or firearm while on duty, while on Employer property, or while in an Employer vehicle. An employee may possess a handgun or firearm in Employer parking facilities and areas, but only to the extent allowed by the Minnesota Citizen's Personal Protection Act of 2003, as reenacted by the legislature in 2005.

ARTICLE 18
NO STRIKE NO LOCKOUT

Section 18.01 There shall be no strike, work stoppages, picketing or lockouts during the term of this Agreement. No Employee shall engage in any sit-down, sit-in, slow down, cessation or other concerted work stoppage.

ARTICLE 19
MANAGEMENT RIGHTS

Section 19.01 Except as specifically limited by the express written provisions of this Agreement, the management of nursing home and the direction of the working forces shall be deemed the sole and exclusive function of Employer.

Such management and direction shall include, but is not limited to, the right to:

1. Hire, lay off, demote, promote, transfer, discharge or discipline for just cause.
2. Maintain discipline.
3. Assign, schedule and delegate work.
4. Determine quality and quantity of work performed.
5. Maintain and improve efficiency.
6. Require observance of nursing home rules and regulations and policies.

7. Direct the working forces.
8. Determine the number of hours to be worked.
9. Determine the materials, means and type of services provided.
10. Determine the methods, supplies and equipment to be utilized.
11. Determine methods of compliance with federal and state regulations affecting nursing homes.
12. Discontinue jobs because of valid management and economic reasons.
13. Decide employee qualifications consistent with federal and state standards.
14. Manage and administer Employer's operation.
15. To define and describe the work performed by a particular classification or department.
16. To determine the number of Employees to be employed.
17. To determine the relative qualifications of Employees.
18. To determine whether to continue or discontinue its involvement in the long-term care business (or any part of that business).

ARTICLE 20
TERM OF AGREEMENT

Section 20.01 This Agreement shall be in effect from and including **October 1, 2021** and up to and including **September 30, 2024**. This Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other of the proposed termination or modification of this Agreement at least ninety (90) days prior to September 30, **2024**, or prior to the end of any renewal year, as the case may be. Notwithstanding the foregoing, this Agreement may be reopened for negotiations by either party under the following conditions and limitations:

- The Value-Based Reimbursement (VBR), Minn. Stat. sec. 256B.441, Laws of Minnesota 2015, chapter 71, article 6, sections 9, 11-35, and 41-44, is repealed in whole or in part, or is modified, in regard to the rate-setting procedures for Care Related Costs, Other Operating Costs, and External Fixed Costs; and,
- The reopener negotiations are limited to the subjects of wages, health and welfare benefits, and health and welfare costs; and,
- The party desiring reopener negotiations gives the other party at least forty-five (45) days' written notice of the reopener negotiations; and,
- The reopener notice is given within a thirty (30) day time period beginning on the date the governor signs the repealer or modification legislation, or on the date the repealer or modification legislation becomes law without the governor's signature.


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

VIEWCREST HEALTH CENTER

Tara Adkins 11/10/21

Tara Adkins – Administrator

Date



11-09-2021

Geoffrey Ryan - Regional Director (North)

Date



11/09/21

Scot Allen – Vice President, Senior Services

Date

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL #1189



10 Nov 21

Stacy Spexet – Union Representative, UFCW 1189

Date

ADDENDUM "A"
MINIMUM SCHEDULE OF WAGES

Certified Nursing Assistants Viewcrest Health Center

	1/1/2022	1/1/2023	1/1/2024
Start	\$17.00	\$17.50	\$18.25
1 Year	\$17.25	\$17.75	\$18.50
2 Year	\$17.49	\$17.99	\$18.74
3 Year	\$18.27	\$18.77	\$19.52
4 Year	\$18.81	\$19.31	\$20.06
5 Year	\$19.35	\$19.85	\$20.60
6 Year	\$19.77	\$20.27	\$21.02
7 Year	\$20.45	\$20.95	\$21.70
8 Year	\$20.78	\$21.28	\$22.03
9 Year	\$21.04	\$21.54	\$22.29
10 Year	\$21.53	\$22.03	\$22.78
15 Year	\$21.99	\$22.49	\$23.24
20 Year	\$22.34	\$22.84	\$23.59
25 Year	\$22.87	\$23.37	\$24.12

Cook Viewcrest Health Center

	1/1/2022	1/1/2023	1/1/2024
Start	\$16.00	\$16.50	\$17.00
1 Year	\$16.26	\$16.76	\$17.26
2 Year	\$16.48	\$16.98	\$17.48
3 Year	\$16.96	\$17.46	\$17.96
4 Year	\$17.79	\$18.29	\$18.79
5 Year	\$18.58	\$19.08	\$19.58
6 Year	\$19.29	\$19.79	\$20.29
7 Year	\$19.95	\$20.45	\$20.95
8 Year	\$20.10	\$20.60	\$21.10
9 Year	\$20.17	\$20.67	\$21.17
10 Year	\$20.43	\$20.93	\$21.43
15 Year	\$20.76	\$21.26	\$21.76
20 Year	\$21.10	\$21.60	\$22.10
25 Year	\$21.46	\$21.96	\$22.46

Housekeeping, Laundry, and Dietary Aides

	1/1/2022	1/1/2023	1/1/2024
Start	\$13.00	\$14.00	\$15.00
1 Year	\$13.45	\$14.45	\$15.45
2 Year	\$14.13	\$15.13	\$16.13
3 Year	\$14.66	\$15.66	\$16.66
4 Year	\$15.18	\$16.18	\$17.18
5 Year	\$15.45	\$16.45	\$17.45
6 Year	\$15.77	\$16.77	\$17.77
7 Year	\$16.53	\$17.53	\$18.53
8 Year	\$16.68	\$17.68	\$18.68
9 Year	\$16.78	\$17.78	\$18.78
10 Year	\$17.05	\$18.05	\$19.05
15 Year	\$17.56	\$18.56	\$19.56
20 Year	\$18.05	\$19.05	\$20.05
25 Year	\$18.42	\$19.42	\$20.42
20 Year	\$19.16	\$20.41	\$21.66
25 Year	\$19.53	\$20.78	\$22.03

Hired Prior to 11/30/1998

Hired Prior to 11/30/1998

Activity Aides View Crest Health Center

	1/1/2022	1/1/2023	1/1/2024
Start	\$13.00	\$14.00	\$15.00
1 Year	\$13.47	\$14.47	\$15.47
2 Year	\$14.16	\$15.16	\$16.16
3 Year	\$14.70	\$15.70	\$16.70
4 Year	\$15.23	\$16.23	\$17.23
5 Year	\$15.51	\$16.51	\$17.51
6 Year	\$15.83	\$16.83	\$17.83
7 Year	\$16.60	\$17.60	\$18.60
8 Year	\$16.76	\$17.76	\$18.76
9 Year	\$16.86	\$17.86	\$18.86
10 Year	\$17.13	\$18.13	\$19.13
15 Year	\$17.66	\$18.66	\$19.66
20 Year	\$17.99	\$18.99	\$19.99
25 Year	\$18.37	\$19.37	\$20.37

Maintenance Viewcrest Health Center

	1/1/2022	1/1/2023	1/1/2024
Start	\$13.73	\$14.48	\$15.23
1 Year	\$13.96	\$14.71	\$15.46
2 Year	\$14.19	\$14.94	\$15.69
3 Year	\$14.65	\$15.40	\$16.15
4 Year	\$15.46	\$16.21	\$16.96
5 Year	\$16.22	\$16.97	\$17.72
6 Year	\$16.90	\$17.65	\$18.40
7 Year	\$17.57	\$18.32	\$19.07
8 Year	\$17.69	\$18.44	\$19.19
9 Year	\$17.74	\$18.49	\$19.24
10 Year	\$18.00	\$18.75	\$19.50
15 Year	\$18.56	\$19.56	\$20.56
20 Year	\$19.05	\$20.05	\$21.05
25 Year	\$19.39	\$20.39	\$21.39

- A. Maintenance Employees shall be granted two hours paid time when called in. If the job they are called in to do takes less than two hours, the Employee is free to leave and will be paid for the full two hours. A twenty dollar (\$20.00) bonus will be paid to the maintenance employee who is assigned to be on call for the weekend.
- B. Up to ten (10) years of service of previous comparable experience shall be recognized for wages only.
- C. No Employee shall suffer any reduction in wages or loss in working conditions in totality as a result of this Contract.

Viewcrest Health Center
And
United Food and Commercial Workers Union – Local 1189
Letter of Understanding – 10/01/2018

The Employer and the Union are parties to a written collective bargaining agreement in effect from October 1, 2018 to September 30, 2021, ("CBA"). The parties recently agreed to changes in Article 14.04 and arrived at an agreement to "Grandfather" the employees below, to utilize Voluntary Benefits who work fifty-six (56) hours per pay period.

1. Cedric Albin	Date of Hire: 6/7/18
2. Connie Larson	Date of Hire: 8/25/08
3. Weston Lockman	Date of Hire: 4/2/90
4. Michelle Sippo	Date of Hire: 9/3/11
5. Sharon Yeilding	Date of Hire: 5/11/78

This Letter of Understanding shall be considered part of the CBA as though fully set forth in the CBA with an effective date 10/01/18 through 9/30/21.

For the Employer:

Tara Adkins 11/10/21

Date

For the Union:

[Signature]

Date

10/10/21