

# **WATERVIEW WOODS**

## **Contract**

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**Effective**  
**01/01/2018 – 02/01/2021**

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### **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](http://www.ufcw1189.org)

#### **Other important phone numbers:**

Health care/dental (Wilson McShane): 1-800-570-1012  
Employee assistance program (T.E.A.M., Inc.): 651-642-0182

## **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.**

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**AGREEMENT**  
**By and Between**  
**Arrowhead Senior Living Community**

**d/b/a St. Raphael's, Eveleth**  
**and**  
**UNITED FOOD AND COMMERCIAL WORKERS UNION**  
**LOCAL #1189**  
**Chartered by the**  
**UNITED FOOD AND COMMERCIAL WORKERS**  
**INTERNATIONAL UNION**

THIS AGREEMENT made as this first day of **January, 2018**, by and between the Arrowhead **Senior Living Community**, d/b/a St. Raphael's Eveleth, hereinafter referred to as the EMPLOYER, and the United Food and Commercial Workers Union, Local #1189, chartered by the United Food and Commercial Workers International Union hereinafter referred to as the UNION, AFL-CIO.

**UNION MANAGEMENT RELATIONSHIP**

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

- 1.1 The Employer recognizes said Union as the sole representative of all of its employees: CNA/NARs, Cook, Culinary Services Aide, Health Unit Coordinator, Housekeeper, Wellness Coach, Maintenance Tech, Care Assistants excluding supervisory employees, as defined by the National Labor Relations Act, Staff

Coordinator, Activities Director, Beautician, and United Steelworkers Union classifications, as certified in the following NLRB cases: 18-RC-16346 (Eveleth Facility).

- 1.2 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union and in good standing on the date of execution of this Agreement shall remain members in good standing, and those who are not members on the date of the execution of this Agreement shall, on or after the thirty-first (31<sup>st</sup>) day following the execution 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 date of execution shall on the thirty-first (31<sup>st</sup>) day following the execution of this Agreement, become and remain members in good standing in the Union.
- 1.3 Dues Check-Off. The Employer agrees to deduct union dues, initiation fees, and assessments from the wages of employees in the bargaining unit who provide the Employer with a 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 for the last pay period of each calendar month and will be transmitted to the Union by the 15<sup>th</sup> day of the following month. Effective October 1<sup>st</sup>, 2002, the Union may give notice to the Employer that it wishes to have the dues deducted each pay period and transmitted to the Union by the 15<sup>th</sup> day of the following month. The Employer, as soon as it is able to make such arrangement with its payroll system, will implement such deduction. Under this arrangement, the Employer will be transmitting dues to the Union only once per month. The Employer agrees under the contract requirements above to provide a new employee with a Union Membership Application and Dues Authorization at the time of hire. The Union agrees that, should the Employer take an initial deduction prior to the completion of thirty-one (31) days of employment, such amount shall be promptly refunded by the Union to the employee upon request.

In the event no wages are then due the employee, or are insufficient to cover the required deduction, the deduction for such month 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.

**Employer agrees to allow the Union to meet with new employees to discuss Union business directly after New Associate Welcome provided both Union Stewards and employee are not receiving compensation for this time.**

- 1.4 Accretion: This Agreement shall apply to the Employer's operations as performed on the effective date of this Agreement, and this Agreement and Union representation thereunder shall also extend to any extension, expansion or relocation of such present and related operations in the geographical area of jurisdiction that is covered under the charter of this Local Union.
- 1.5 Successor Clause: In the event of any sale, purchase, merger or other transaction affecting ownership of Employer's business or ownership of the assets of Employer's business, Employer shall make known to the Union prior to said transaction the nature of the transaction and further shall make known to all parties to the transaction the terms and conditions of this Agreement.

Following any such transaction, Employer shall use its best efforts to assure that:

- A. All employees shall be provided employment by the successor employer.
- B. 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. The seniority date on the successor employer's seniority list shall remain the same date of employment as the previous employer.
- C. 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
- D. Service by the employees with the Employer shall be included whenever continuous service is required for other benefits or practices 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.

## **ARTICLE 2**

### **HOURS OF WORK**

- 2.1 The normal hours of work shall be eight (8) per day and eighty (80) in each two-week period. All hours worked in excess of eight (8) hours per day or eighty (80) hours in each two week work period shall be considered overtime and shall be compensated for at a time and one-half (1½) rate.
- 2.2 Work schedules for a period beginning on Thursday will be posted fourteen (14) days in advance. When changes in the work schedules are made affecting an employee, the Employer shall notify the employee **via Smartlinx system. When present, the scheduler will post changes at the close of the business day, Monday through Friday. Employer will contact the Employee with method**

**agreed upon by the Employer and Employee including text, email and phone calls.**

- 2.3 The Employer shall endeavor to so schedule employees to provide for every other weekend (Saturday and Sunday) off. In the event not all of the employees can be so scheduled, the most junior employees will be scheduled not more than three (3) consecutive weekends guaranteeing the employee the fourth weekend (Saturday and Sunday off). A Saturday worked or a Sunday worked constitutes a weekend worked.
- 2.4 No employee shall be scheduled for more than five (5) consecutive days unless requested by the employee in writing. An employee reporting for work at his/her 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.
- 2.5 Rest Periods and Meal Periods:
- A. Employees working a minimum of four (4) consecutive hours will be entitled to one (1) fifteen (15) minute rest period.
  - B. Employees working a shift of five (5) hours or more shall be entitled to two (2) fifteen (15) minute rest periods.
  - C. Employees working a shift of six (6) hours or more shall be entitled to two (2) fifteen (15) minute rest periods and a thirty (30) minute unpaid meal period.
- 2.6 Rest periods shall be scheduled by the Employer so as not to interfere with the operation of the Employer's operations.
- 2.7 All employees who are required to attend in-service meetings at times when they are not scheduled to work shall receive pay thereof at their regular rate of pay and any such hours so spent shall be included in total hours worked for the purpose of computing overtime.

**Disciplinary action will result for those not attending that have not notified management prior to the start of the meeting nor have another viable excuse agreed upon between employee and management.**

- 2.8 If an employee is working and is asked to cover a call-in for the next shift, resulting in less than eight (8) hours between the call-in shift and the employee's next shift, then the employee would be paid time and one half (1½) for the employee's next shift.

The Employer agrees that split shift work will not be scheduled.

If an employee is mandated by the Employer to work with less than eight (8) hours between shifts, the hours worked on the second shift will be paid at time and one-half (1½).

- 2.9 The normal shift will be an eight and one-half (8½) hour's shift inclusive of a thirty (30) minute unpaid meal period.
- 2.10 Call-Ins: Employees who are called in for a shift other than their scheduled shift will be paid for the whole shift up to eight (8) hours provided they report to work within a reasonable period after receiving a call. Call-in hours will be included in figuring overtime. **Employees will receive an additional \$2.00 per hour for those who pick up shifts, or are mandated to work, not to exceed eight (8) hours.**
- 2.11 The Employer agrees to offer overtime to the more senior employees within their seniority unit, provided they are qualified to do the work, but at no time shall the Employer be left without a sufficient number of employees to do the work.
- 2.12 All time worked shall be consecutive except one (1) hour or less, and no less than one-half (½) hour shall be allowed for lunch each day if the employee works six (6) hours or more.
- 2.13 For all purposes, the first shift of the day shall be defined as the midnight shift.
- 2.14 After the schedule is posted and open shifts become available, the Employer must start at the top of the seniority list and offer the shift down the lines (anyone less than 80 hours). If no one accepts the open shift, then inverse seniority must be used to force employees to work. (If the employee refuses to come in under the inverse seniority provisions disciplinary action shall result. No employee will be allowed to bump another employee out of their posted schedule or scheduled shift. Regular scheduled days cannot be taken away from an employee for scheduling purposes, unless requested by the employee or if it would cause the employee to work more than five (5) days in a row.)
  - A. The hours will first be offered by seniority to those employees that will not be put in an over-time situation.
  - B. If the hours are not accepted under A, the hours will then be offered to those employees by seniority, for whom the hours would create an over-time situation.
  - C. If the hours are not accepted under A or B, employees will be mandated overtime shifts based on inverse seniority.
  - D. **Mandated shifts are for emergencies and will be assigned in order of inverse seniority.**
- 2.15 Temporary Summer Holiday Replacement Employees:



The Employer may employ temporary and designate as such Summer and Holiday Replacement Employees from May 1<sup>st</sup> through September 30<sup>th</sup> of each year, and, if applicable, during educational holiday periods for Easter (Spring Break), Thanksgiving and Christmas holidays. The primary purpose of these employees is to fill-in for vacations and holidays in the time periods identified above. Employees hired for summer replacement shall not be covered by the terms of this collective bargaining agreement.

It is understood that Summer Holiday Replacement Employees may pick open available hours on the schedule or available hours after the schedule has been posted only after regular bargaining unit and **Casual** Schedule employees have been offered the hours as provided in this Collective Bargaining Agreement. For scheduling purposes, Casual Schedule Employees will have priority over Summer Holiday Replacement Employees.

If a Summer and Holiday Replacement Employee is offered work beyond September 30<sup>th</sup> (other than hours offered for the Easter (Spring Break), Thanksgiving and Christmas holidays), the employee shall be treated as a regular employee for all purposes, and the employee's seniority shall date back to the date of the commencement of the most recent Summer Replacement employment. This date will be no earlier than May 1<sup>st</sup> of the then-current year. Upon becoming a regular employee, the employee shall become eligible for pension, health and welfare on the same terms and conditions as set forth in this collective bargaining agreement.

The Employer will notify the Union that a Summer and Holiday Replacement Employee has become a regular employee within ten (10) days.

It is not the intent of the parties to provide a Summer and Holiday Replacement Employee with any right or benefit greater than the employee covered by this collective bargaining agreement, other than the assignment of the seniority date as set for in paragraph three.

- 2.16 Casual Employees – Are those employees who are not regularly scheduled. Casual Schedule employees who work the number of hours per month required for regular employees are eligible for health insurance as provided under this agreement. All Casual employees will receive holiday pay for holidays actually worked. Casual employees will receive no other benefits under this agreement and shall not be eligible for any other incentive pays under this agreement, including differential pay.

Casual employees may bid on posted permanent and temporary hours only after regular employees have had the opportunity to fill the position. Casual Employees shall be awarded permanent positions on a seniority basis before non-employees.

Casual Employees shall be required to work six (6) shifts a month with two of the shifts being weekend shifts or **will work two weekends or six days per month**. This requirement will not apply to the Therapy Department.

Wage rates for Casual Employees shall be the same as rates for regular employees listed in Appendix "A". **Casual Employees who pick up shifts shall receive two dollars (\$2.00) per hour more for picking up shifts.**

All Casual Employees must be contacted by the Employer in an order determined by the Employer to see if they are available for work before regular employees can be mandated. **Contact indicates that the Employer has contacted the employee with the method agreed upon by the Employer and the Employee, including texts, emails and phone calls.**

Casual Employees will have seniority within their own group based on date of hire for the purpose of scheduling hours. Regular employees will have seniority over Casual Employees.

Regular employees, who leave permanent positions to go to Casual, shall lose seniority in regular positions. When the Casual employee returns to a regular position their seniority will start as a new employee.

- 2.17 Care Assistants – Care Assistants utilized in the assisted living unit who are regularly scheduled to work less than twenty-four (24) hours per pay period are excluded from the bargaining unit and this agreement. If such employees consistently work more than twenty-four (24) hours per pay period they will be part of the bargaining unit and covered by this agreement.
- 2.18 Daylight Savings: When an employee works an extra hour (9 hours), the extra hour will be paid at time and one-half (1½). When an employee works only seven (7) hours, they will be paid for all hours actually worked.
- 2.19 Employees must use any earned vacation time when requesting regular scheduled work days off, unless the employee finds their own suitable replacement, provided the needs of the facility are recognized.
- 2.20 Employees will receive **fifty cents (\$.50)** per hour for hours spent training other employees when scheduled by the Employer to do so. **Preceptors will receive ninety cents (\$.90) per hour.**

### **ARTICLE 3** **HOLIDAYS**

- 3.1 It is agreed that any regular employee who works forty (40) hours or more during the two-week payroll period in which the holiday falls shall receive holiday pay for the following seven (7) holidays or days celebrated as such: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Easter.

- 3.2 Personal Day. Employees whose start date is prior to January 6<sup>th</sup>, 2011, who have one (1) year of service through **nine (9)** years of service, will be eligible to take one (1) personal day off with no pay each year. In addition to the foregoing holidays, each anniversary year, all regularly scheduled employees with ten (10) or more years of service will be entitled to receive two (2) paid personal days for the number of hours the employee would have been scheduled that day. Employees with fifteen (15) years or more of service on or after October 1<sup>st</sup>, 2000 will be entitled to receive one (1) additional paid personal day for the number of hours the employee would have been scheduled that day. Employees with twenty (20) years of service will be entitled to receive one (1) additional paid Personal Day for the number of hours the employee would have been scheduled that day. To be received on their next anniversary date, effective beginning January 1<sup>st</sup>, 2006. Effective October 1<sup>st</sup>, 2007, employees with twenty five (25) years of service will be entitled to receive one (1) additional paid Personal Day for the number of hours the employee would have been scheduled that day.

Personal days are to be considered working days for purposes of scheduling and payroll. If an employee works more than one (1) shift during the two-week pay period in which the day falls, the employee will receive pay equal to the number of hours on the prevailing shift. Seven (7) days' written notice shall be given prior to the schedule being posted.

Personal days can be taken any day the employee wishes, including Saturday, Sunday or holidays. Personal days can be taken on the employee's day off by mutual agreement between the Employer and the employee. A Personal Day shall not be counted as a Vacation Day.

- 3.3 Employees who work on the above-named holidays: Effective January 6<sup>th</sup>, 2011, employees shall receive pay at two (2) times their straight-time hourly rate for all hours worked in lieu of holiday pay, as defined in Section 3.4. Actual hours worked on the holiday shall be counted as time worked for the purpose of computing overtime for that week.

**Employer will provide a meal to all Employees working Holidays.**

- 3.4 Employees who do not work on the above-named holidays: Employees who work more than forty (40) but less than sixty-four (64) hours during the two (2) week pay period in which the holiday falls shall receive prorated holiday pay based on their total hours divided by ten (10). Example: Employee worked forty-eight (48) hours during the pay period in which the holiday falls. Forty-eight (48) divided by ten (10) working days in the pay period equals 4.8 hours of holiday pay. Employees who work sixty-four (64) hours or more during the two (2) week pay period shall receive holiday pay equal to eight (8) hours of pay.

Wellness Department Holiday (hours not worked) shall be based upon normally guaranteed two (2) week schedule.

- 3.5 The first shift of the holiday shall be defined as the shift starting as of the midnight shift prior to the holiday.
- 3.6 To receive holiday not worked pay, Employees must work their last scheduled work day before the holiday and their first scheduled work day after a holiday, unless the employee was sent home by the Employer, was hospitalized, or there was a death in the family, an act of God, or any other excuse acceptable to the Employer.

#### **ARTICLE 4**

#### **SENIORITY**

- 4.1 Seniority shall prevail in regard to laying-off and rehiring, scheduling, reduction in hours, and shift preference, provided the employee is qualified to do the work available. In regards to lay-off, the Employee affected and the Union shall be notified ten (10) days prior to the effective date of the lay-off, unless circumstances for layoff are beyond the control of the Employer.
- 4.2 Employees shall be probationary employees for the first ninety (90) calendar days of employment and during such period may be discharged by the Employer without cause and without the same causing a breach of this contract or constituting a grievance hereunder. The Union will grant one (1) thirty (30) day extension of the probationary period when necessary for good reasons.
- Employees shall retain recall rights for twelve (12) months without a break in seniority. Employees shall be recalled in the reverse order of layoff. Employees shall be notified seven (7) days prior to effective date of recall. Employees choosing not to return to work when given notice shall be considered as having voluntarily resigned.
- 4.3 Any controversy over seniority standing or relative to any questions of seniority shall be subject to adjustment, settlement and arbitration in the same manner as other controversies arising under this contract. When more than one employee starts on the same day seniority will be determined by drawing lots.
- 4.4 Seniority listing by classification of all employees shall be posted in a conspicuous place and kept current every six (6) months.
- 4.5 Posting Vacancies: If any regularly scheduled vacancy shall occur in any of the designated departments, such vacancy shall be posted as to shift, number of hours, and days of the week on the bulletin board for seven (7) calendar 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 with applied unit-wide seniority on the

basis as above. All positions shall be guaranteed permanent as to days, afternoons or nights. The Employer during such five (5) days may assign temporarily any employee to such vacancy.

The above shall apply when a vacancy occurs with proper notice by the employee leaving. No positions will be posted with rotating shifts unless agreed to and signed by the Employer and employee. When an employee is going on vacation, they may submit a pre-bid listing for the job, minimum number of hours and the shift desired for any vacancy that may occur while on vacation.

- 4.6 When scheduling open shifts in the Nursing Department, the hours shall first be offered to Nurse Aides in the department. After making that offer, the Employer may offer open shifts to Nurse Aide Certified employees regularly assigned outside the Nursing Department. If more than one employee bids for the open shift, seniority will govern the award of those open shifts. The Employer may offer these hours outside the Nursing Department before offering overtime hours within the Nursing Department.

- 4.7 If an employee transfers from one department to another (does not include Casual), the employee's seniority in the first department shall be frozen. The employee's seniority in the second department shall then commence. If the employee subsequently chooses to bid on a job in the first department, the following process will apply: The employee may bid on the job and if no one with more seniority bids on that job, then the employee bidding back into the department gets it. The employees' seniority from date of hire until date they left the department shall govern in the selection for the job. If no employee bids and is awarded the position, the employee may bid on the job and the employee's seniority from the date of hire in the first department shall govern in the selection for the job. If all positions in a department have hours cut or added equally then the position is not considered eliminated.

If an employee's position is eliminated, the employee may exercise frozen department seniority from the first department to permit the employee to work a position in the first department, provided the employee is qualified and available to perform the work. A "position is eliminated" if the number of hours for the position are added or reduced.

## **ARTICLE 5**

### **TERMINATION OF EMPLOYMENT**

- 5.1 Employees covered by this Agreement, electing to resign or quit their employment will give the Employer fourteen (14) calendar days written notice and shall continue in the Employer's service during this fourteen (14) day period, with the exception that the employee may leave sooner if a competent replacement can be found by the Employer. The Employer is to furnish printed forms of such resignation.

Employees who are discharged for just cause or who fail to comply with Section 5.1 (Termination of Employment) of this Agreement shall be paid earned vacation only. Employees who comply with section 5.1 will be paid all earned and accrued vacation.

A. Earned vacation pay is vacation pay accumulated as of the employee's previous anniversary date that has not yet been taken.

B. Accrued vacation pay is the portion of vacation pay that has accumulated since the employee's previous anniversary date, based on the above schedule.

- 5.2 If an employee fails to report for work as scheduled or to furnish the Employer with a justifiable excuse therefore within twenty-four (24) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from the service of the Employer and a termination of such employee's seniority and employment.

## **ARTICLE 6**

### **DISCHARGE**

- 6.1 With respect to discharge, the Employer shall give at least one (1) warning notice of a complaint against an employee to the employee, in writing, and a copy of the same to the Union prior to discharge. No such warning notice need be given to an employee where the employee is discharged for "just cause." The term "just cause" shall include but not be limited to:

1. Dishonesty
2. Incompetence
3. Racial Intolerance
4. Drunkenness
5. Drinking on the job
6. Reporting to work intoxicated
7. Failure to notify Employer to be excused from work
8. Use of illegal drugs
9. Falsification of records
10. Theft on the premises
11. Giving confidential information pursuant to Minnesota Statute No. 144.651 (the Bill of Rights for Patients of Health Care Facilities)
12. Violating patients' rights pursuant to Minnesota Statute No. 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 patients and residents in any form or degree

16. Physical or psychological abuse of patients and residents in any form or degree
- 6.2 In addition to the foregoing, no warning notice need be given in the instance of a "suspension," which is defined as a removal from the payroll for a period of time with a right to be reinstated without loss of seniority at the end of said period of time.
- 6.3 A warning notice, as herein provided, shall not remain in effect for a period of more than twelve (12) months from the date of the warning notice.
- In cases of resident abuse, neglect, or disrespectful treatment; warning notices shall remain in effect indefinitely. All discharges must be by proper written notices to the Employee and the Union. The Employer will comply with all applicable law.
- 6.4 Any employee may request an investigation as to his/her discharge or suspension. Should such investigation prove that an injustice has been done to an employee, the employee shall be reinstated and compensated at the employee's usual rate of pay while the employee has been out of work. Appeal from discharge or suspension must be taken within ten (10) days of such discharge or suspension by written notice and a decision reached within fifteen (15) days. The case shall then be taken up as provided for in the grievance procedure of this Agreement.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

The Union Representative may be involved at any step of the grievance procedure.

- 7.1 Should a difference arise between the Employer and the Union or employees as to the meaning and application of the provisions of this Agreement, or as to the compliance of either party with any of its obligations under this Agreement, an earnest effort shall be made promptly to settle such difference immediately under the following procedure by negotiations:

Step 1. Between the employee, Union Steward or co-worker, and the Department Head as soon as possible after the discovery of the difference. Any difference - grievance that arises about proper scheduling will only be timely if raised prior to the effective date of the schedule so affected.

Step 2. If not resolved within five (5) days of meeting with the Department Head, the employee or Steward should promptly request a meeting be scheduled with the Administrator.

Step 3. If the employee is not satisfied with the Administrator's decision from the Step 2 scheduled meeting, the employee or Union Steward must inform the Administrator in writing within ten (10) days of said meeting. If the Administrator's decision is not appealed in writing within the ten (10) days, the

grievance shall be considered waived.

The Administrator upon written notice of appeal of the decision by the employee or Union Steward shall have ten (10) days to notify the Union Representative in writing of said appeal. Failure to notify the Union Representative within the ten (10) days will automatically resolve the grievance in favor of the employee(s).

- 7.2 Any grievance which has not been resolved within forty-five (45) days of notification to the Union Representative shall be permanently closed, unless arbitration procedures have been requested. Any of the timeframes as stated above in sections 7.1 and 7.2 may be extended by mutual agreement of the parties.
- 7.3 At any step of this grievance procedure, the Executive Committee 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 committee such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Committee.
- 7.4 At any point in the grievance procedure, either party may file for arbitration. If the Employer and the Union cannot agree on a mutually acceptable neutral arbitrator within three (3) additional days, the party initiating the arbitration procedure shall request a panel of five (5) names from the Federal Mediation and Conciliation Service. The neutral arbitrator shall be selected from the list submitted unless the parties mutually agree otherwise. The selection shall be made by alternately striking four (4) names, the party to make the first strike being determined by drawing lots. The remaining name shall be the neutral arbitrator.
- 7.5 The entire matter in controversy as aforesaid shall be referred to the neutral arbitrator for disposition and whatever disposition is made shall be binding upon the Union, employee and Employer. However, the arbitrator shall not have the power to add to or modify any of the terms or conditions of this Agreement.
- 7.6 The decision of the neutral arbitrator shall be final. Should any expense be involved for the service of the above-mentioned neutral arbitration such expense shall be borne equally by the Employer and the Union.
- 7.7 The Union will not authorize, assist or support any strike or stoppage or work because of any matter covered by this Agreement for which procedure for settlement herein provided is available, but has not been utilized. Participation in any strike, slow-down or stoppage of work brought either by action of the Union in violation of this Agreement or by action of individuals or groups without Union authority shall be just cause for dismissal or discipline by the Employer, subject to the grievance procedure herein provided.



## **ARTICLE 8**

### **VACATIONS**

8.1 All permanent full and part-time employees who have completed one (1) calendar year of employment shall be entitled to a vested vacation. Vacation time will be calculated annually on the employee's anniversary date.

8.2 Vacation Schedule:

- A. Any employee employed one (1) year shall be granted one (1) week of vacation time with pay.
- B. Any employee two (2) years shall be granted two (2) weeks of vacation time with pay.
- C. Any employee employed for four (4) years shall be granted three (3) weeks of vacation time with pay.
- D. Any employee employed for seven (7) years shall be granted four (4) weeks of vacation time with pay.

8.3 Vacation week shall be defined as any seven (7) consecutive day period no matter which day of the week it starts, necessities of the business being recognized. Vacation time may be taken in single days by working out a written mutual agreement between the Employer and the employee. Requests for vacation in single days must be requested seven (7) days in advance of the schedule being posted. Employees may request up to one (1) week of vacation time in single days.

8.4 Vacation Pay:

- A. All vacation pay shall be at the employee's current rate of pay at the time vacation is taken.
- B. Employees shall receive pay based on the average number of pay hours per week, to a maximum of forty (40) hours pay for each week of vacation earned during the twelve (12) months preceding their anniversary.
- C. If an employee schedules a full week of vacation in a single pay period, the employee will not be scheduled to work more than 40 hours in the pay period. If an employee elects to work more than 40 hours in the pay period, the vacation hours pay shall be counted as hours worked.

For the purpose of calculating overtime, paid vacation and personal days, hours will be counted as hours worked in the pay period they were paid, to a maximum of forty (40) hours for a full week of vacation.

8.5 Employees absent from work for illness or injury shall have up to ninety (90) days counted as time worked for calculating their vacation pay entitlements; providing the employee has worked six (6) months or more since the employee's last anniversary date and has a minimum of one (1) year seniority.

- 8.6 Any leaves of absence, other than a workers' compensation injury, shall not be counted as working time for the purpose of computing vacation time increase or wage increment increases.

Employees on a workers' compensation injury leave of absence shall have the leave time counted as time worked for vacation time increases and wage increment increases. The employee's anniversary date shall remain the same and will be used to select their preferred vacation periods and job posting.

- 8.7 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 vacation allowances.

- 8.8 Vacation periods for sign-up only shall run January through December. All employees shall list their preference for vacation periods during the month of November for the following year. The Employer shall confirm the vacation period with the employee by December 15<sup>th</sup> of each year. No vacation shall be granted to any employee for a period of less than seven (7) consecutive days, unless mutually agreed to the contrary. The Employer will leave the confirmed vacation schedule posted from December 15<sup>th</sup> through December 31<sup>st</sup> of the following year. At the time it is posted, the Employer will give a copy of the confirmed vacation to each Union Steward.

Vacations shall, as far as possible, be granted for the period preferred by the employees, the necessities of the business being recognized. As between the employees requesting the same vacation period, the request of the senior employees shall prevail.

- 8.9 If a holiday falls within the employee's vacation period, the employee shall receive one (1) additional vacation day during that vacation period.

- 8.10 Employees who are discharged for just cause or who fail to comply with Section 5.1 (Termination of Employment) of this Agreement shall be paid earned vacation only. Employees who comply with section 5.1 will be paid all earned and accrued vacation.

A. Earned vacation pay is vacation pay accumulated as of the employee's previous anniversary date that has not yet been taken.

B. Accrued vacation pay is the portion of vacation pay that has accumulated since the employee's previous anniversary date, based on the above schedule.

- 8.11 **There are two options for vacation hours to be "cashed out" while still an active association and those options are through the Vacation Cash Out of the Vacation SMF Contribution provisions as stated below.**

**Vacation Cash Out Options:**

St. Raphael's offers a voluntary cash out option of earned vacation hours. To be eligible for a cash out, associates must have successfully completed one year of continuous service based on their most recent hire date.

**Vacation Contribution to St. Raphael's Foundation:**

St. Raphael's allows associates to contribute vacation hours to the St. Raphael's Foundation. Associates can direct their gift to any designated fund.

Associated may request a cash out through either one of these options or a combination of both. Cash out must be taken in one week increments up to a two week total. Associates choosing to cash out vacation hours will not be permitted to take unpaid vacation time off later in the year.

Vacation cash outs will be processed as soon as administratively practicable after January 1, April 1, July 1 and October 1 and paid on a regular paycheck; no separate checks are allowed. Requests must be processed by the 15<sup>th</sup> of the month prior to the quarterly cash out dates. Requests later than the 15<sup>th</sup> of the month prior to the cash out date will not be honored. All approved payouts and contributions will be compensated at the associate's current base rate of pay and are subject to all applicable state and federal taxes. To request a vacation cash out, the associate must submit the Vacation Cash Out / Donation Request Form and return to the Payroll Coordinator for processing.

**ARTICLE 9**  
**SCHEDULE OF WAGES**

- 9.1 See attached APPENDIX "A" - MINIMUM SCHEDULE OF WAGES (inclusive of credit for longevity
- 9.2 Comparable Experience: New employees hired on or after October 1<sup>st</sup>, 2002 who have worked in other places where they have relevant work experience, shall be given credit for full years of prior relevant work experience. Relevant work experience shall be defined as follows:
- ♦ **NA/R's** – Prior work experience in a Nursing Home, Hospital, **Home Healthcare, Assisted Living**
  - ♦ **Culinary** – Prior experience working with therapeutic diets and quantitative cooking in a Nursing Home, Hospital, Assisted Living Facility, Senior Apartments, MI/MR facility or like facility, **and schools and any other institutional cooking that may be deemed similar.**

- ♦ Environmental Services – Prior experience in Housekeeping, Laundry, or Janitorial work in an industrial setting.

Prior relevant experience must be verified by the past employer or employers' showing the type of relevant experience and total of all hours worked. Employees' shall be given credit for their relevant work experience (for wage purposes only) once they have provided the proper documentation from that date forward. In all cases, the employee must provide said documentation not later than sixty (60) days following the beginning of employment in order to receive the proper credit.

For the purpose of calculating credit for prior experience one thousand six hundred (1600) hours worked shall constitute 1 full year's experience. The maximum experience credit that may be given is **nine (9)** years.

Employees with previous experience as above indicated, shall receive as starting rate the wage established for one increment lower than their existing total experience.

- 9.3 In the event that there is a change in the Fair Labor Standards Act (Federal Minimum Wage) relative to minimum wage during the interim period of this Agreement, the Agreement shall be adjusted as of the date of enactment of such change and should the adjustment exceed those increases above, such adjustments shall be negotiated between the Employer and the Union within sixty (60) days.
- 9.4 No employee shall suffer any reduction in wages or loss in working conditions as a result of this contract.
- 9.5 Lost time spent serving on the union negotiating committee shall be counted as time worked solely for the purpose of determining eligibility for insurance benefits, holiday pay, pension contribution, and vacation accumulation.

## **ARTICLE 10**

### **LEAVES OF ABSENCE**

- 10.1 Employees shall be entitled to written leaves of absence for the following reasons:
  - A. Illness or injury (including pregnancy leave) of the employee which requires absence from work. Such absence shall be for a period of up to six (6) months, renewable upon request for a maximum of one (1) year, provided that the employee in question provides medical certification to the Employer regarding the necessity of an extension of said leave and provided further that once each month thereafter the employee notifies the Union and the Employer of the employee's whereabouts and status.

In cases of compensable injury, employees shall be granted a leave of absence for a period up to twelve (12) months or until maximum medical improvement (MMI) is reached, whichever occurs sooner.

- B. Employees injured on the job shall not be docked for any part of any 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.
- C. Military service by the employee in compliance with the provisions of the Veterans' Re-employment Act.
- D. 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 he/she is elected.
- E. Parental Leave and Family Leave Act; Family and Medical Leave Act of 1993 requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons.

Employees are eligible if they have worked for a covered employer for at least one (1) year, and for twelve hundred fifty (1250) hours over the previous twelve (12) months. The Employer follows state and federal guidelines in regards to this Act. These guidelines are posted in a conspicuous place adjacent to the time clock.

Employees shall be entitled to twelve (12) weeks of unpaid leave in accordance with the Family and Medical Leave Act (FMLA) of 1993. During an approved FMLA leave, the facility shall continue to make payments towards the employee's health insurance coverage, as defined in Health and Welfare Provisions of this Agreement. FMLA year shall be defined as a rolling one (1) year period. Employees may request an extension to their leave in thirty (30) day increments for a total of ninety (90) days.

- F. Any other reason acceptable to the Employer. The Employer will use reasonable and fair judgement in determining whether or not an employee shall be granted a leave of absence.
- G. All leaves in Section 10.1 shall run concurrently with FMLA in accordance with applicable law.

10.2 Other leaves as per Item F shall run to a maximum of three (3) months for employees.

- 10.3 Any employee who is granted a leave of absence and while on such leave of absence accepts employment with another employer, or who goes into business for themselves, is subject to discharge.
- 10.4 Upon return to work from a leave of absence, the employee shall be returned to their shift, number of hours, and days of the week as previously held. Upon notice to the Employer of availability for work prior to Thursday noon of any week, the employee shall be restored to work to begin not later than Monday following the giving of such notice. If the notice of availability for work is given after Thursday noon of any week, the Employer is required to schedule the employee on the schedule prepared for the following week, and the employee will begin work the Monday thereafter.
- 10.5 Employees on leave of absence shall not be entitled to holiday pay or any other benefits of this contract unless specifically provided for herein.
- 10.6 Jury Duty: An employee who is called on jury duty shall be paid for actual hours worked for the company. If this pay together with his jury' duty pay does not equal the employee's regular weekly pay, the Employer will make up the difference for a maximum period of two (2) weeks, provided the employee works such hours as the employee is available during the hours when court is not in session. The above shall apply to petit jury duty only.

An employee receiving full pay from the Employer while serving on a jury will be required to turn in to the Employer the jury duty pay for the period the employee served on the jury, not to exceed two (2) weeks.

- 10.7 Bereavement Leave: All employees shall be entitled up to five (5) days Bereavement Leave following the death of a father, mother, lawful spouse, child, legal guardian, domestic partner, and any relative residing with the employee or with whom the employee resides.

All employees shall be entitled to three (3) consecutive days, provided the days fall on the employee's normally scheduled days Bereavement Leave upon the death of the following relatives who do not reside with the employee: father-in-law, mother-in-law, grandparent, grandchild, brother or sister.

**In all cases, to receive bereavement leave pay, the Employee must attend the funeral. Employees must provide evidence of death.** Bereavement Leave days shall be consecutive commencing as designated by the employee. Employees may request and will be granted additional time off. Employees can take this time off without pay or utilize personal holidays or vacation days to receive pay for the additional time off. All time off with pay shall be at straight time and a composite of work time and leave pay shall not create an overtime pay obligation on the part of the Employer. In the event an employee would be entitled to Bereavement Leave during a time they are on vacation, Bereavement Leave, as provided herein, shall be granted.

A Domestic Partner is one who resides in the same house as the employee, and has shared household expenses for a minimum of five (5) years.

Employees shall be entitled to one day off without pay to attend the funeral of an aunt, uncle, nephew, niece, brother-in-law, sister-in-law, grandparents-in-law, step parent or step child."

"The scheduling clerk shall replace any employee scheduled paid or unpaid time off under this section."

## **ARTICLE 11** **MISCELLANEOUS**

- 11.1 Pay Period: Employees shall be paid every other week. One hundred twenty (120) hours shall be allowed for payroll make-up.
- 11.2 **Employer will offer meetings at multiple times, if possible, in order for employees to attend.** Employees required to attend management meetings called on their day off (and these will not be excessive), will receive pay at straight time for the time spent in the meeting, but not less than one (1) hour.
- 11.3 Labor Management: The Employer has agreed to establish a labor management committee that will meet, as necessary, to discuss problems and concerns relative to Arrowhead Senior Living Community, Eveleth, and their employees.
- 11.4 Safety: The Employer and the Union recognize the importance of safe working conditions and agrees to continue to make adequate provisions, as required by State and Federal law, in the facility for the safety and health of its employees during the hours of their employment.

Employees shall follow all safety standards, rules and regulations, wear and use all prescribed protective equipment while at work, and report injuries, unsafe or hazardous conditions to supervision or a member of the Safety Committee.

## **ARTICLE 12** **SEPARABILITY**

- 12.1 Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of competent jurisdiction or any unfair labor practice by final decision of a labor relations board of competent jurisdiction, such invalidation or 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 for the purpose of arriving at a mutuality satisfactory replacement for such part or portion declared illegal.

**ARTICLE 13**  
**PENSION**

13.1 The Employer agrees to be bound by the Agreement and Declaration of Trust, as amended, establishing the Northern Minnesota-Wisconsin Retail Clerks Pension Fund, copies of which all parties agree have been furnished to and read by all employers bound hereby prior to the execution of said Agreement and Declaration of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. The Employer hereby irrevocably designates the Employer Trustees of said Fund, and their successors, as their representatives for the purposes set forth in said Agreement and Declaration of Trust.

13.2 Effective January 1<sup>st</sup>, 2006, the Employer agrees to the contribution sum of eighty (\$.80) cents per hour.

The bargaining parties have agreed to adopt into the current collective bargaining agreement the Rehabilitation Plan of the Northern-Wisconsin Area Retail Clerks Pension Fund effective the pay period prior to 180 days after expiration of the previous collective bargaining agreement (September 30<sup>th</sup>, 2010). The Preferred Schedule will be adopted, thus the 80 cent per hour contribution in the previous agreement will be increased by 16 cents per hour as of March 17<sup>th</sup>, 2011.

The above amount shall be paid for each hour worked by each regularly scheduled employee. For the purpose of this section "hours worked" shall mean all hours worked not in excess of eighty (80) hours in any two(2) week period by any regularly scheduled employee, and shall include, pursuant to said eighty (80) hour limitation, any holiday or vacation time for which any said employee of the Employer is entitled.

It is understood that the said Pension Trust and benefits to be provided from the Pension Trust shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue<sup>7</sup> and to any other applicable state and federal laws and regulations.

New employees hired shall have their payment made on their behalf by the Employer, commencing on the first of the month following sixty (60) days from their date of hire.

13.3 Contributions to the Trust Fund shall be due and payable twenty-two (22) days following the end of the preceding month for all employees covered under the Collective Bargaining Agreement, or for whom contributions are required.

13.4 At the Employer's request, the Union shall supply the Employer with a current statement setting forth the total amount of funds received by the Trust Fund from the Employer.



- 13.5 The Employer has agreed to allow employees in the bargaining unit to participate on a volunteer basis in the 401(k) Plan set up for LSF, Inc., d/b/a Arrowhead Senior Living Community, St. Raphael's, Eveleth.

**ARTICLE 14**  
**HEALTH and WELFARE**

- 14.1 All employers who are or become signatory or bound by this Agreement agree to be bound by the Agreements and Declarations of Trust, as amended, establishing the Northern Minnesota-Wisconsin Area Retail Food Health and Welfare Fund, copies of which all parties agree have been furnished to and read by all employers bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All employers bound hereby irrevocably designate the Employer Trustees of said Fund, and their successors, as their representatives for the purposes set forth in said Agreements and Declarations of Trust.
- 14.2 Health and Welfare Contribution Rates:  
**The Employer agrees that the monthly contribution rate for each eligible Employee to the Health and Welfare Fund is as follows:**
- Effective July 1, 2017, the Employer will contribute eighty-eight percent (88%) of the cost of Plan A (Single Coverage). The Employee will contribute twelve percent (12%) of the cost of Plan A (Single Coverage). This will be on a pre-tax basis.**
- 14.3 Effective February 1, 2015, employees who hold and maintain a posted position of 56 hours or more per pay period will be eligible for the insurance and Employer's insurance contribution in Section 14.2. Employees hired prior to January 1, 2014, who hold a posted position of 48 hours or more per pay period as of January 1, 2015, will continue to be eligible for the insurance and Employer's insurance contribution in Section
- 14.2, unless the employee chooses to take a posting of less than 48 hours per pay period, is laid-off, terminated or out on an extended leave of absence.
- (1) New employees hired shall have payment made on their behalf by the Employer commencing on the first of the month following thirty (30) days from their date of hire.
  - (2) 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.
  - (3) 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.

- 14.4 In the event of absence of an employee from work because of injury, illness or sickness, the Employer shall continue to make the required contributions 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 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 hereof, provided that such coverage may be continued only to the maximum period allowed under the rules established by the Trustees. The Employee will continue to make his/her required contribution on the first of each month directly to the Employer if payroll deductions are insufficient to cover the required employee contribution. (Clarify: This applies during the first 3 months. After 3 months, as currently occurs, the employee pays the entire premium to the Fund as established by the Trustees to continue coverage.)
- 14.5 During the times that the employees covered hereunder are on vacation, the Employer shall continue to pay the necessary contributions to secure coverage for the employees. The Employee will continue to make his/her required contribution on the first of each month directly to the Employer if payroll deductions are insufficient to cover the required employee contribution. (Clarify: This applies during the first 3 months. After 3 months, as currently occurs, the employee pays the entire premium to the Fund as established by the Trustees to continue coverage.)
- 14.6 Contributions to the Trust Fund shall be due and payable twenty-two (22) days following the end of the preceding month for all employees covered under the collective bargaining agreement, or for whom contributions are required. The failure of an employer to pay all amounts due within ten (10) days following the due date, whether willful or otherwise, shall subject the delinquent employer to a payment of liquidated damages of an additional ten percent (10%) of the amount due, plus all costs and reasonable attorney's fees incurred in connection therewith. Payments and liquidated damages unpaid by the first day of the following month shall be subject to an interest charge on the payments and liquidated damages equal to the prime rate of the bank with which the Fund does its business.

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 delinquent in his or her payments to the Trust Fund shall make such Employer primarily liable and responsible to its employees or employees' estates which would otherwise be due such employee 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/her liability to make the payments due the Trust Fund, including any 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 is 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/her or its obligation to make required payments to the Trust Fund.

- 14.7 (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 be applicable when, in the judgement of the Trustees, the delinquency results from a clerical effort of a bona fide difference or dispute concerning eligibility.
- (3) The Employer agrees that applicable payroll records shall be made available for audit of employees of the Health and Welfare Fund as directed by action of the Board of Trustees of the Fund.
- 14.8 If the Employer fails to make prompt and timely payments or 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 hereby agrees to pay) such employee or beneficiary or dependent for all such losses of benefits.
- 14.9 Employees that elect to participate in dependent health and welfare can make arrangements with the Employer to make payment through payroll deductions, subject to rules established by the Trustees.

#### **ARTICLE 15** **NO STRIKE OR LOCKOUT**

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, slowdown, cessation or other concerted work stoppages.

**ARTICLE 16**  
**MANAGEMENT RIGHTS**

Except as specifically limited by the express written provisions of this Agreement, the management of the nursing home and the direction of the working forces shall be deemed the sole and exclusive function of the Employer. Such management and direction shall include, but is not limited to, the rights to:

1. Hire, lay off, demote, promote, transfer, discharge or discipline for just cause;
2. Maintain discipline;
3. Assign and delegate work;
4. Determine quality and quantity of work performed;
5. Maintain and improved efficiency;
6. Require observance of nursing home rules and regulations;
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 the federal and state standards, and;
14. Manage and administer Employer's operations

Any dispute with regard to the foregoing may be submitted to arbitration by the Union pursuant to Article 7 hereof.

**ARTICLE 17**  
**DHS APPROVAL**

The wage and fringe benefit provisions of this Agreement shall be and remain effective only if the Minnesota Department of Human Services approves such wages and fringe benefits in full, as an allowable cost and only if and as the Employer is paid the full amounts of such wages and fringe benefits, the wage and fringe benefit provisions of this Agreement shall be void upon the giving of ten (10) days' written notice from either party to the other, and the parties agree to enter into negotiations to establish a new Agreement. The payment of the wage and fringe benefits increases contained in this Agreement effective September 1, 2014, expressly conditioned on the Minnesota Department of Human Services allowing such retroactive increases. The Union shall have the right to contest any wage or fringe benefit disapproval, and the Employer shall join with the Union on an appeal of said denial.

**ARTICLE 18**  
**DURATION OF AGREEMENT**

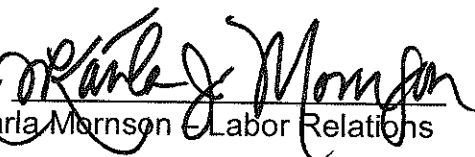
18.1 The Agreement shall automatically renew each year after the expiration date, unless ninety (90) days prior to **February 1<sup>st</sup>, 2021** either party gives notice to the other of its intention to amend or terminate this Agreement.

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

**ARROWHEAD SENIOR LIVING COMMUNITY, d/b/a ST. RAPHAEL'S EVELETH**

By   
Mike Schultz – Administrator

Date: 2/13/18

By   
Karla Mornson – Labor Relations

Date: 2.13.18

**UNITED FOOD and COMMERCIAL WORKERS UNION, LOCAL 1189**  
**DULUTH, MINNESOTA**

By   
Tom Cvar – Union Representative

Date: 2/13/18

## APPENDIX "A" WAGES

**TMA's shall receive an additional one dollar and fifty cents (\$1.50) per hour**

**Training Mentor shall receive an additional one dollar and fifty cents (\$1.50) per hour**

### Certified Nurse Aides NAR

Year Level	12/28/2017	12/27/2018	12/26/2019
Start	\$14.89	\$15.29	\$15.59
1	15.04	15.44	15.74
2	15.19	15.59	15.89
3	15.43	15.83	16.13
4	16.12	16.52	16.82
5	17.52	17.92	18.22
6	17.85	18.25	18.55
7	17.96	18.36	18.66
8	17.96	18.36	18.66
9	18.07	18.47	18.77
10	18.17	18.57	18.87
11 to 15	18.55	18.95	19.25
16	18.90	19.30	19.60

### Health Unit Coordinator (HUC)

Year Level	12/28/2017	12/27/2018	12/26/2019
Start	\$13.35	\$13.75	\$14.05
6 Months	13.49	13.89	14.19
1	13.64	14.04	14.34
2	14.24	14.64	14.94
3	14.72	15.12	15.42
4	15.31	15.71	16.01
5	16.31	16.71	17.01
6	16.64	17.04	17.34
7	16.70	17.10	17.40
8	16.80	17.20	17.50
9	16.90	17.30	17.60
10	17.35	17.75	18.05
11	17.60	18.00	18.30

### Culinary Aide / Service Aide

Year Level	12/28/2017	12/27/2018	12/26/2019
Start	\$11.81	\$12.21	\$12.51
6 Months	11.92	12.32	12.62
1	12.08	12.48	12.78
2	12.67	13.07	13.37
3	13.15	13.55	13.85
4	13.75	14.15	14.45
5	15.52	15.92	16.22
6	15.57	15.97	16.27
7	15.69	16.09	16.39
8	15.79	16.19	16.49
9	15.90	16.30	16.60
10	15.91	16.31	16.61
11 to 15	16.28	16.68	16.98
16	16.63	17.03	17.33

### Cooks

Year Level	12/28/2017	12/27/2018	12/26/2019
Start	\$12.03	\$12.43	\$12.73
6 Months	12.13	12.53	12.83
1	12.30	12.70	13.00
2	12.88	13.28	13.58
3	13.37	13.77	14.07
4	14.12	14.52	14.82
5	15.52	15.92	16.22
6	15.85	16.25	16.55
7	15.96	16.36	16.66
8	15.96	16.36	16.66
9	16.07	16.47	16.77
10	16.17	16.57	16.87
11 to 15	16.55	16.95	17.25
16	16.90	17.30	17.60

### Housekeeper

Year Level	12/28/2017	12/27/2018	12/26/2019
Start	\$11.81	\$12.21	\$12.51
6 Months	11.92	12.32	12.62
1	12.08	12.48	12.78
2	12.67	13.07	13.37
3	13.15	13.55	13.85
4	13.75	14.15	14.45
5	15.52	15.92	16.22
6	15.57	15.97	16.27
7	15.69	16.09	16.39
8	15.79	16.19	16.49
9	15.90	16.30	16.60
10	15.91	16.31	16.61
11 to 15	16.28	16.68	16.98
16	16.63	17.03	17.33

### Maintenance Tech

Year Level	12/28/2017	12/27/2018	12/26/2019
Start	\$12.03	\$12.43	\$12.73
6 Months	12.13	12.53	12.83
1	12.30	12.70	13.00
2	12.88	13.28	13.58
3	13.37	13.77	14.07
4	14.12	14.52	14.82
5	15.52	15.92	16.22
6	15.85	16.25	16.55
7	15.96	16.36	16.66
8	15.96	16.36	16.66
9	16.07	16.47	16.77
10	16.17	16.57	16.87
11 to 15	16.55	16.95	17.25
16	16.90	17.30	17.60



### Wellness Coach

Year Level	12/28/2017	12/27/2018	12/26/2019
Start	<b>\$12.31</b>	<b>\$12.71</b>	<b>\$13.01</b>
6 Months	<b>12.42</b>	<b>12.82</b>	<b>13.12</b>
1	<b>12.58</b>	<b>12.98</b>	<b>13.28</b>
2	<b>13.17</b>	<b>13.57</b>	<b>13.87</b>
3	<b>13.65</b>	<b>14.05</b>	<b>14.35</b>
4	<b>14.25</b>	<b>14.65</b>	<b>14.95</b>
5	<b>16.02</b>	<b>16.42</b>	<b>16.72</b>
6	<b>16.07</b>	<b>16.47</b>	<b>16.77</b>
7	<b>16.19</b>	<b>16.59</b>	<b>16.89</b>
8	<b>16.29</b>	<b>16.69</b>	<b>16.99</b>
9	<b>16.40</b>	<b>16.80</b>	<b>17.10</b>
10	<b>16.41</b>	<b>16.81</b>	<b>17.11</b>
11 to 15	<b>16.78</b>	<b>17.18</b>	<b>17.48</b>
16	<b>17.13</b>	<b>17.53</b>	<b>17.83</b>

### Care Assistants

Year Level	12/28/2017	12/27/2018	12/26/2019
Start	<b>\$11.81</b>	<b>\$12.21</b>	<b>\$12.51</b>
6 Months	<b>11.92</b>	<b>12.32</b>	<b>12.62</b>
1	<b>12.08</b>	<b>12.48</b>	<b>12.78</b>
2	<b>12.67</b>	<b>13.07</b>	<b>13.37</b>
3	<b>13.15</b>	<b>13.55</b>	<b>13.85</b>
4	<b>13.75</b>	<b>14.15</b>	<b>14.45</b>
5	<b>15.52</b>	<b>15.92</b>	<b>16.22</b>
6	<b>15.57</b>	<b>15.97</b>	<b>16.27</b>
7	<b>15.69</b>	<b>16.09</b>	<b>16.39</b>
8	<b>15.79</b>	<b>16.19</b>	<b>16.49</b>
9	<b>15.90</b>	<b>16.30</b>	<b>16.60</b>
10	<b>15.91</b>	<b>16.31</b>	<b>16.61</b>
11 to 15	<b>16.28</b>	<b>16.68</b>	<b>16.98</b>
16	<b>16.63</b>	<b>17.03</b>	<b>17.33</b>

Letter of Agreement  
by and between  
UFCW Local 1189  
and  
St. Raphael's Health and Rehab

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Understanding regarding the interpretation of Article 2, Section 2.13: Hours of Work.

Whereas both parties agree that the first shift of the day shall be defined as the day shift.

In witness whereof the parties have set their hands this 13 day of February, 2018.

/s/ Tom Cvar 2/13/18  
Tom Cvar, Union Representative Date

/s/ Mike Schultz 2/13/18  
Mike Schultz, Administrator Date

/s/ Karla J. Mornson 2.13.18  
Karla Mornson, Labor Relations Date

ee/opeiu #12  
February 12, 2018

LETTER OF AGREEMENT

St. Raphael's Health & Rehabilitation Center

And

UFCW #1189

Culinary Department Causal Employee Requirements

August 21, 2018

Due to the recruiting issues regarding Culinary Department employees, both the Employer and UFCW #1189 agree to waive the following section of the collective bargaining agreement addressing the following:

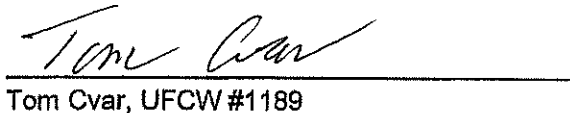
"Casual Employees shall be required to work six (6) shifts a month with two of the shifts being weekend shifts or will work two weekends or six days per month."

Prospective Culinary Department Employees only wishing to work weekend hours not congruent with the language above may be hired to assist in covering weekend shifts at St. Raphael's Health & Rehabilitation Center without issue.

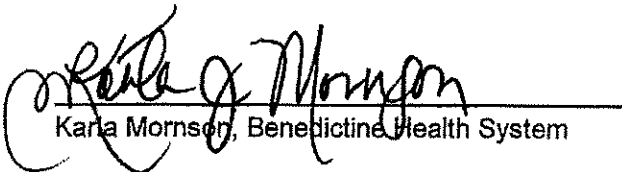
Please note that this change to the collective bargaining agreement affects the Culinary Department only.

  
Mike Schultz, Administrator

Aug 23, 2018  
Date

  
Tom Cvar, UFCW #1189

8/23/18  
Date

  
Kara Mornson, Benedictine Health System

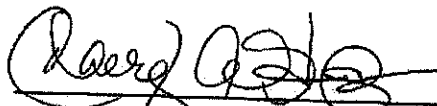
8.24.2018  
Date

**LETTER OF AGREEMENT**  
**St. Raphael's Health & Rehabilitation Center**

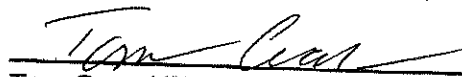
**And**

**UFCW #1189**

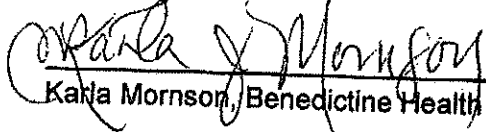
Issues regarding proper scheduling at St. Raphael's Health & Rehab Center must be raised by the employee prior to Noon on Monday after the schedule has been posted on the previous Thursday. Schedules will not be changed if issues are brought to the Employer's attention after Noon on that Monday.

  
Cheri High, Administrator, St. Raphael's

10/22/18  
Date

  
Tom Cvar, UFCW #1189

10/24/18  
Date

  
Karla Mornson, Benedictine Health System

10.23.18  
Date

# Transition Agreement by and between

UFCW Local 1189 (the "Union" on behalf of St. Raphael's employees in Eveleth, MN and St. Michael's employees in Virginia, MN) and Monarch Healthcare Management (the "Company"), collectively the "Parties".

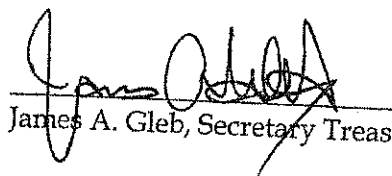
Whereas the parties have a mutual interest in ensuring a smooth transition and labor peace following the acquisition, including minimizing the risk of any grievances, litigation or other disputes regarding their contractual rights and obligations in connection with the acquisition;

NOW THEREFORE, the Parties agree as follows:

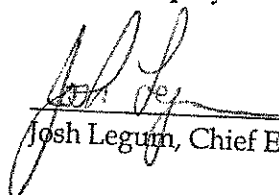
- 1) The Company has agreed to hire all current employees, with the exception of PTA and COTA employees, and honor their existing years of service, and seniority for all purposes outlined in the Agreement(s).
- 2) The Company will assume the St. Raphael's in Eveleth, MN and St. Michael's in Virginia, MN CBAs with UFCW Local 1189, with modification where necessary to reflect the change of ownership.
- 3) The Employer will not be obligated to continue contributions to the Northern Minnesota-Wisconsin Retail Clerks Pension Fund as outlined in Article 13 f the Agreement(s), however the Employer agrees to contribute, to a retirement plan, the amount negotiated and agreed upon. The contributions will be retroactive to June 1, 2019.
- 4) The Employer guarantees that in the event of a future sale, all vacation benefits will be paid out or transferred to the new entity to ensure no loss of vacation benefits for the employee.

Signed and dated this 20 day of May, 2019.

For the Union:

  
James A. Gleb, Secretary Treasurer

For the Employer:

  
Josh Legum, Chief Executive Officer

FINAL SETTLEMENT AGREEMENT AND TERMINATION OF BARGAINING  
RELATIONSHIP

This Final Settlement Agreement And Termination Of Relationship ("Agreement") is entered into by and between Local 1189 of the United Food and Commercial Workers and its current and former officers, directors, trustees, agents, representatives and members, and its parents, predecessors, successors and assigned organizations ("Union"), and Arrowhead Senior Living Community d/b/a St. Raphael's Health and Rehabilitation Center and Arrowhead Senior Living Community d/b/a St. Michael's Health and Rehabilitation Center and their parents (including Benedictine Health System), subsidiaries, affiliates, predecessors, successors and assigns, and past and present shareholders, director, officers, agents and representatives ("Arrowhead") (collectively, "Parties").

WHEREAS, Arrowhead has operated facilities in Eveleth and Virginia ("Facilities");

WHEREAS, the Union has been the exclusive bargaining representative of certain employees at the Facilities ("Bargaining Unit Employees");

WHEREAS, Arrowhead has sold its Facilities, thereby terminating its relationship with the Union and the employment relationship with the Bargaining Unit Employees working at the Facilities;

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. In consideration for the terms and conditions set forth in this Agreement, the sufficiency of which is acknowledged and has been received, the Parties further agree to the following:
  - a. Arrowhead will pay the individual Bargaining Unit Employees for all of their unused personal days as of May 31, 2019 in exchange for each applicable Bargaining Unit Employee entering into a Final Separation Agreement attached hereto as Exhibit A.

- b. Arrowhead will waive any monies owed to Arrowhead by the Bargaining Unit Employees.
  - c. Arrowhead will make contributions to the Northern Minnesota-Wisconsin Area Retail Food Health and Welfare Fund for the May, 2019 hours worked by the Bargaining Unit Employees.
  - d. Arrowhead will respond to the Union's June 5, 2019 information request by June 19, 2019.
- 2. The Union acknowledges that Arrowhead was not required to provide notice under the federal Worker Adjustment and Retraining Notification Act or any similar state law regarding the termination of the Bargaining Unit Employees associated with the selling of the Facilities and terminating the employment of Bargaining Unit Employees.
  - 3. To the extent Arrowhead was required to do so by law, the Union acknowledges that Arrowhead and the Union bargained over Arrowhead's decision to sell the Facilities and the effects of said decision. The Parties agree that this Agreement is a direct product of those negotiations.
  - 4. The Union acknowledges that it is unaware of any workers' compensation claims by any of the Bargaining Unit Employees against Arrowhead, which have not already been reported.
  - 5. Upon confirmation that any payments required under Paragraph 1(a) above have been made, the Union represents that it has not filed any grievances, claims, actions or charges with any local, state or federal court or agency against Arrowhead and agrees not to do so in the future.
  - 6. Upon confirmation that any payments required under Paragraph 1(a) above have been made, the Parties agree that by the signing of this Agreement, and acceptance of the benefits set forth herein, they irrevocably waive, and unconditionally and forever release the other party from, with prejudice, all damages, actions, lawsuits or claims they may have, whether known or unknown, or asserted or unasserted, whether based on contract, tort, statute, ordinance or common law, arising out of their relationship and the conclusion of that relationship. By way of illustration, but not limitation, this includes a waiver and release of any rights or claims the Parties may have under, or for, the Minnesota Human Rights Act, the National Labor Relations Act, Worker Adjustment and Retraining Notification Act or any other similar state law, Employee Retirement Income Security Act, the Fair Labor Standards Act and any other state counterpart, all as amended; whistleblower claims, breach of fiduciary duty, libel, slander, defamation, breach of contract, promissory estoppel, conciliation or small claims court

claims, or any other charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, suits, rights, demands, losses, debts and/or expenses (including attorneys' fees and costs actually incurred) of any nature.

7. Upon confirmation that any payments due under Paragraph 1(a) above have been made, the Parties agree the relationship between the Union and Arrowhead is terminated, provided however, if the Facilities revert back to Arrowhead under Article 4 of the Asset Purchase Agreement between Arrowhead and Monarch Healthcare Management, Arrowhead will recognize the Union and abide by the current collective bargaining agreements.
8. Nothing in this Agreement is intended to be, nor shall be construed as, an admission of any breach, violation or wrongdoing by either Party with respect to any contract or local, state or federal ordinance, statute or common law.
9. If any provision of, or portion thereof, this Agreement is found to be unenforceable, illegal or void by a court or agency of competent jurisdiction, the other provisions, or the remainder of the unenforceable, illegal or any provision of this Agreement, shall remain valid and fully enforceable, and the court or agency shall interpret the remaining provisions, or insert such other terms, to effectuate the Parties' intent.
10. This Agreement set forth the entire agreement between the Parties concerning the subject matter herein and fully supersede any and all prior discussions, offers, negotiations, representations, letters, agreements or understandings between the Parties concerning the subject matter herein.

**LOCAL 1189 OF THE UNITED FOOD  
AND COMMERCIAL WORKERS**

By: Gary Morgan  
Its: Union Representative  
Dated: 06-28-2019

**ARROWHEAD SENIOR LIVING  
COMMUNITY**

By: Jerry Carley  
Its: President / CEO  
Dated: 7-1-19