

Capitol View Transitional Care

Service & Maintenance
Health Care Contract

Effective
06/01/2022 – 05/31/2024



United Food and Commercial Workers Union Local 1189

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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.

CAPITOL VIEW TRANSITIONAL CARE CENTER
SERVICE AND MAINTENANCE
June 1, **2022**- May 31, **2024**

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COLLECTIVE BARGAINING AGREEMENT
By and Between
CAPITOL VIEW TRANSITIONAL CARE CENTER SERVICE & MAINTENANCE
And
UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189

THIS AGREEMENT, made this 1st day of June 2022 by and between CAPITOL VIEW TRANSITIONAL CARE CENTER, hereinafter described as the Employer, and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1189, affiliated with the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, hereinafter described as the Union.

ARTICLE 1 - UNION SECURITY

SECTION 1.1 RECOGNITION: The Employer recognizes said Union as the sole representative of all its regularly scheduled employees, and in-house pool employees excluding supervisory employees as defined by law, administrators, registered nurses, licensed practical nurses, guards, office clerical employees, and temporary summer replacements, for the purpose of collective bargaining with respect to the hours of labor, rates of pay, and working conditions herein specified.

SECTION 1.2.1 UNION SHOP: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective day of this Agreement, shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the sixty-first (61st) day following the beginning of such employment become and remain members in good standing in the Union. For the purpose of this Article I, Section 1.2, the execution date of this Agreement shall be considered its effective date.

SECTION 1.2.2 IN GOOD STANDING: "In good standing," for the purposes of this Agreement, is defined to mean the payment of a standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as applied uniformly to all persons covered by this Agreement.

SECTION 1.3 DUES CHECK-OFF: The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deduction will be made by the Employer from the wages of the employees in each pay period. Once deductions are made, the Employer agrees to put forth its best efforts to process and mail a check to the Union, representing said deductions, without delay, but in no case later than fifteen (15) days. In the event wages are insufficient to cover the required deduction, the deduction for such pay period shall be made from the first wages of adequate amount next due the employee and will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the

Employer shall furnish the Union with a list of the employees for whom deductions were made. The Employer shall also send a monthly activity sheet with the names and addresses of new hires and other employee status information. Before dues are owed and collected, the Union will give new employees information on the Union and a contract.

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

The Employer will deduct contributions to the UFCW Active Ballot Club from the wages of an employee who voluntarily provides the Employer with a written authorization. Deductions will be taken on a bi-weekly basis and all such deductions will be sent to the Union. The Employer is not responsible for the management or administration of the Club or the decisions on the Club expenditures.

SECTION 1.4 VISITATION: Non-Employee Union Representatives of the Union, previously certified to the Employer as provided herein, may come on the premises of the Employer for the purpose of negotiations, investigating and presenting grievances, greeting new employees, or to conduct Union business as necessary. Care shall be taken so there will be no disturbance to patients of the facility or interruption in providing care to said patients. Any on site meetings will be conducted with prior approval of the Employer and will not be held on work time. Union business areas will not be in areas where confidential patient information is maintained.

SECTION 1.5 INDEMNIFICATION: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

SECTION 1.6 UNION ORIENTATION: A union representative will be allowed to have a fifteen (15) minute session with newly hired employees immediately prior any new employee orientation or as soon as possible during on-going new employee training based on staffing needs in the facility. The union orientation time is unpaid time for the employee and steward.

ARTICLE 2 - DEFINITION OF EMPLOYEES

SECTION 2.1 FULL TIME: Regular full-time employees shall be those employees who are regularly scheduled to work sixty-four (64) hours in a two (2) week work period.

SECTION 2.2 PART TIME: Regular part-time employees shall be those employees who are regularly scheduled to work less than sixty-four (64) hours in a two (2) week work period.

SECTION 2.3 IN-HOUSE POOL: In-house pool employees shall be those employees who are not regularly scheduled but work a minimum of four (4) shifts per month based on open shifts posted by the Employer, two of which must be weekend shifts. For this article only, weekend shifts are considered as the start of the evening shift on Friday through the end of the night shift on Sunday. In-house pool employees must select and work a minimum of two (2) holidays per year, one of which must be Christmas Eve, Christmas or New Year's as defined in Article 6.1. If an employee fails to meet these requirements for four consecutive pay periods, the employee may be considered a voluntary resignation. Employee trading with other employees does not fulfill the

weekend requirement and does not count towards the weekend premium.

SECTION 2.4 SUMMER REPLACEMENTS: A summer replacement is an employee who may be hired for up to one hundred twenty (120) days during the period of June 1, through September 30 of any year. This employee may be terminated at any time. Further said employee will not join the Union unless he or she is kept past the September 30 date and will become a member of the Union in October.

ARTICLE 3 - SCHEDULING AND OVERTIME

SECTION 3.1 BASIC WORK PERIOD: This Section is intended only to define the normal hours of work and normal scheduling; and to provide the basis for calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week

A work period shall consist of two (2) weeks, fourteen (14) days beginning with the start of the day shift on Sunday morning and ending with the close of the night shift Saturday night two weeks later. (The beginning Sunday shall be designated by the Employer and remain consistent thereafter.) The Employer may post positions with shifts of variable lengths to meet business and patient care needs. Current employees will not have their shifts changed, unless they bid into a position with variable shift hours/length or the provisions of Article 7.3 are put into effect.

Schedules shall provide employees with twelve (12) hours rest between shifts, except in cases of emergency, or where such break time cannot be given as a result of the use of rotating schedules.

SECTION 3.2 POSTING: Work schedules will be posted at least one (1) week prior to the start of a work period. When changes in the work schedule are made affecting employees who are scheduled on a day off at the time the changes are made, the employee so affected shall be notified of such change at his place of residence or by E-messaging. However, changes in the schedule shall be by mutual agreement. Employee requests for changes in the work schedule shall be subject to adequate replacement being available.

The Employer shall keep days off consistent from pay period to pay period whenever **practicable**.

SECTION 3.3 WEEK-ENDS: Employees shall normally be scheduled so that they shall not be required to work more than two (2) weekends out of four (4), except in the cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving patients of needed care or by mutual agreement between the Employer and the employee. Employees may call-in (unscheduled) a total of one (1) weekend shift or holiday in a calendar year before being required to make up the missed shift unless such makeup is prohibited by law or local ordinance. Except as required by applicable law or ordinance, the Employer may schedule an employee who has exceeded the weekend call-in on the following weekend and/or holiday. It must be on their regular shift and does not include a missed pick-up shift. Employees who bring proof of illness (doctor's statement) will not have to make up their missed week-end shift(s). Employees trading with other employees do not fulfill the weekend requirement and do not count towards the weekend premium.

In-house pool employees must work a minimum of two (2) weekend shifts per month.

SECTION 3.4.1 GUARANTEED MINIMUM HOURS: An employee reporting for work at **their** regular scheduled starting time who has not been previously notified not to report for work will be offered the opportunity to work for four (4) hours. If the employee chooses not to stay and work the employee will not receive the four (4) hour minimum, the employee will only receive pay for the actual hours worked.

Employees who are called in for work outside their scheduled shifts shall receive a minimum of four (4) hours pay or actual hours worked, whichever is greater, at the rate of their regular position or the rate of the position they are called in to fill, whichever is greater.

SECTION 3.4.2 MANDATORY INSERVICE/MEETINGS: Employees that are required to attend mandatory in-service meetings outside their work schedule shall receive a minimum of one (1) hour of their regular rate of pay for the time in the meeting or their actual time in the meeting if longer than one (1) hour. In-service will be in two different formats (i.e. live, written, video, internet).

Employees who have received pre-approval to miss mandatory in-service and night shift employees without twelve (12) hours between shifts can use the alternate format in-service. The alternate format in-service may be completed during the employee's shift. A sign-off on the material or a test will be required for the in-service. Employees on an approved leave of absence will be required to complete mandatory training upon their return to work. Such sign-off on materials or tests can be completed within thirty (30) days of the in-service if done in the alternate format.

Employees will be able to complete their in-service off-site and will be paid for such time spent to complete such in-service, up to one hour.

SECTION 3.5 OVERTIME: Overtime pay shall be one and one-half (1-1/2) times the regular rate of pay.

The Employer will designate which of the following work periods overtime will be based upon:

- (1) Eight (8) hours in a day or eighty (80) hours a pay period – For employees designated as 8 hour shift assignments, overtime will be paid only for those hours worked by an employee in excess of eight (8) hours in a day or in excess of eighty (80) hours in a pay period.**
- (2) 40-hour work week – For employees designated as working shifts assignments that include eight (8) hour and twelve (12) hour shifts, overtime will be paid only for those hours worked by an employee in excess of twelve (12) hours a day or forty (40) hours in a work week.**

In either case the Employer will inform employees which overtime option will apply to them for overtime purposes. The overtime option will not change during the posted schedule.

Overtime payments shall not be pyramided.

Employees must obtain prior authorization from their supervisor or the designated charge in the absence of the supervisor before working overtime. An employee who works overtime without prior authorization may be subject to disciplinary action.

SECTION 3.6 CONSECUTIVE DAYS: Employees shall not be normally scheduled to work more than seven (7) consecutive days unless overtime is paid for work in excess of such seven (7) days. Employees, on a volunteer basis, may work in excess of the seven (7) consecutive days without the employer being obligated to pay overtime. For those who volunteer, they shall put their request in writing to the employer. They will be allowed to revoke this written agreement by notifying the employer in writing of their decision to do so. The revocation shall be effective with the posting of the next schedule.

An employee who chooses for **their** own convenience to work in excess of seven (7) consecutive days or who chooses to exchange a shift with another employee will be considered to have volunteered to work all such hours and will not be paid overtime for the consecutive days resulting from such a schedule change.

Employees who sign up and/or agree to fill open shifts (Article 4 Sections 4.4) will not be considered volunteers and will not have waived their rights to consecutive days of overtime. Overtime for consecutive days will be awarded by seniority along with all other overtime.

ARTICLE 4 - AVAILABLE HOURS

SECTION 4.1 JOB POSTING: In the event of a job vacancy, the hours that become available shall be posted on an appropriate bulletin board for a period of five (5) days before being permanently filled by the process set forth below and provided via electronic notification, except as provided for in Article 17, No. 12.

SECTION 4.2 JOB BIDDING: Any employee working less than eighty (80) hours in a work period shall have the right to sign the posting and be considered for the hours available, by seniority, within the provisions as set forth below. The additional hours shall be assigned the employee providing that:

1. Such assignment does not create an overtime obligation under this agreement, and
2. Such employee takes all shift hours that are available, or that arrangements can be made so that all shift hours are taken.
3. The effect of the above clause shall not eliminate the number of employees necessary for the Employer to run the facility.

SECTION 4.3 FILLING REGULAR POSITION: After the job has been posted for the required time period, the employer shall review those employees requesting the position and shall select by this process:

1. The most senior employee within the department where the position or the hours occur. **An employee can be excluded from consideration if they have documented attendance and/or performance issues.**

2. If no employee in the department bids, the employer will select the most senior employee who makes application and has the skills and experience necessary to fill the job requirements or be willing to be trained to gain the skills necessary for the open position. The employer can fill the open position on a temporary basis while an employee is in training to learn the skills necessary for the job opening.
3. The employee awarded the job posting shall commence the position within 45 days.

SECTION 4.4 ADDITIONAL HOURS: Additional Hours will be posted for a minimum of five (5) days in the break room (for nursing) and housekeeping office (for Environmental Services Associates) during which employees may request additional hours by completing a "Request for Additional Hours" form or other written communication. Hours will be awarded by seniority in the following order:

1. Regular Full-time and Part-time Employees Straight time
2. In-house Pool Employees Straight time
3. Regular Full-time and Part-time employees Overtime
4. In-house Pool employees Overtime
5. Agency

Straight time hours will be awarded after the initial five (5) day period. Overtime will be awarded after seven (7) days.

In-House Pool Employees must work a total of four (4) shifts per month based on open shifts posted by the Employer, two of which must be weekend shifts.

A copy of the additional hours form or other written communication will be provided to the employee with the shift requests noted as approved or unapproved. If shifts are not filled after the hours have been awarded by seniority by the process noted above then the Employer has the right to award the shift on a first come first serve basis.

This Article shall not be construed in such a way as to give any employee a claim to job duties of which he or she is unable to perform or to a job which is supervisory in nature.

The Employer shall establish a list of employees who wish to be contacted on days off to fill vacancies in the work force. The awarding of unknown additional open shifts shall be by seniority in the order listed above. Employees who do not sign a list indicating they want additional hours, shall be considered as having waived their right to claim the extra hours. The facility will record the effort to contact those employees who are on the list. In the event call-ins do not fill the work force, the Employer shall have the right, by reverse seniority, to contact employees as needed.

Any bonuses offered by the employer as an incentive to fill vacancies shall be offered on a seniority basis within the department.

All overtime hours are to be offered on a seniority basis with the most senior employee to be offered the overtime hours first.

ARTICLE 5 - PAY STANDARDS

SECTION 5.1 PAY PERIODS: Employees' payday shall be every other Friday. All paychecks not **set up for direct deposit** will be mailed via US mail **to the employee's address listed in the HR system**.

In the event the Employer fails to issue a proper paycheck, due to the Employer's error, and the amount of error is fifty dollars (\$50.00) or more of the employee's gross salary the Employer agrees to rectify the error by issuance of a separate check or advancement of the amount in error, if it is requested by the employee and if such request is made by the employee within twenty-four (24) hours of receipt of pay. Otherwise rectification may be made on the following paycheck.

In the event the Employer fails to issue a proper paycheck, due to the Employer's error, and the amount of error is over twenty percent (20%) of the employee's gross salary, a manual check shall be issued within two (2) work days. Otherwise rectification may be made on the following paycheck.

In the event the employee receives an overpayment, the Employer will work out a repayment plan with the employee. The standard repayment schedule should not exceed five (5) pay periods. If the employee fails to respond to the requests to discuss the overpayment with payroll, the employee will receive a repayment schedule and the amount to be automatically deducted. At no time will the repayment plan exceed twenty percent (20%) of the employee's net paycheck. An employee who leaves employment with a balance due to the Employer will have that amount deducted from their final paycheck.

SECTION 5.2 WAGE RATE: The minimum rates of pay are contained in Appendix A attached to and made a part of this Agreement.

SECTION 5.3 PAST EXPERIENCE: New NAR and ESA employees who have prior relevant experience shall receive credit for their prior experience, provided they have not been out of the industry for more than two (2) years. New employees will receive full credit for years of experience up to the top of the scale. Employees will receive one (1) year of service for each 2080 hours of service (i.e. 4160 hours of service equal to two (2) years of service credit).

SECTION 5.4 OVER SCALE: Any employee receiving more than the contract rate of pay shall receive an increase in the amount equal to the applicable increase on the progression scale in which **they** would be presently covered, each date of the contract increases as provided in Appendix A of this Agreement.

SECTION 5.4 BONUS/PREMIUM PAY: The employer can pay employees bonus or premium pay during specific needs. These payments will not change the permanent scale rates or the overtime provisions of the collective bargaining agreement. Any incentive/bonus awarded will be noted on employee's time card within 48 hours. Employees cannot trade into a bonus or premium pay.

SECTION 5.5 NEW CLASSIFICATIONS: If any new classifications are instituted, the rate of pay shall be negotiated at that time.

SECTION 5.6 NIGHT AND EVENING SHIFT PREMIUM: The following shift premiums shall be paid for all hours worked during the designated shift:

Evening shift (2:00 PM – 10:30 PM) Monday – Sunday: **\$1.15/hour**

Night shift (10:00 PM -6:30AM) Monday – Sunday: **\$1.25/hour**

SECTION 5.7: WEEKEND PREMIUM: Employees who work on their normal weekend off will be eligible for the following hourly premiums inclusive of the shift premium in Section 5.7:

Day shift: \$1.00

Afternoon shift: \$1.50

Night shift: \$2.00

The employee may waive the weekend premium (not the shift premium) and request in writing, to take the day off for each additional weekend day worked, subject to the approval of the staffing coordinator. To be eligible, an employee must have worked their scheduled weekend before and after the unscheduled weekend, and work the full picked up shift or leave with the approval of the charge nurse. Scheduled weekends of vacation will count as time worked. Employees who voluntarily exchange shifts with another employee shall not be eligible for this premium.

The premium will appear on the nearest payroll after the fulfillment of the weekend work obligation. Weekends for the purpose of this contract are defined as being from Friday at 3:00 p.m. to Monday at 7:00 a.m.

In-House Pool Employees will be eligible for the premium after they have worked four weekend shifts in a one-month period.

Section 5.8 PRECEPTOR PREMIUM: \$1.00/hour premium for trained preceptors, when assigned the preceptor role. An end of shift report must be submitted to the NAR Supervisor or designee to receive the preceptor premium.

ARTICLE 6 - HOLIDAYS

SECTION 6.1 HOLIDAYS DEFINED: The following days shall be considered holidays:

- New Year's Holiday (New Year's Eve Day on afternoon and night shifts, New Year's Day is day shift only)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve Day (day, afternoon and night shifts)
- Christmas Day (day, afternoon and night shifts)
- Employee's Birthday

Holidays are defined as starting on the night shift of the eve before the holiday and ending at the end of the evening shift on the holiday, except where noted above New Year's will be from 3PM

on the eve to 3 PM on the day.

Nothing in this section limits the Employer's right to schedule an employee on their normal day off during this time period.

SECTION 6.2 HOLIDAY SCHEDULING: Employees will be placed on a Group 1 and Group 2 holiday rotation schedule based on the position not based on the individual employee. The Group 1 rotation is New Year's, Memorial Day, Labor Day and Christmas Day. The Group 2 rotation is Easter, Independence Day, Thanksgiving and Christmas Eve Day. All trades and substitutions are to be approved by management. In the event of approved trades, employee's assigned rotation will remain the same. **If an employee calls in on their scheduled holiday they will be assigned to work on the next holiday on the same shift time frame as they called in for, unless their absence is protected by state law, federal law, or city ordinance.**

In-house pool employees must select and work a minimum of two (2) holidays per year, one of which must be Christmas Eve, Christmas or New Year's as defined in Article 6.1. Thirty (30) day notice of which holiday the In-house pool employees must have to work will be in writing. The final award will be made by the facility so that patient care and safety is met.

SECTION 6.3 HOLIDAY PAY: PTO eligible employees working on any of the above holidays will receive their regular rate of pay for such time worked and in addition can use eight (8) hours of PTO (or their regular number of scheduled hours) at their regular straight time rate of pay as holiday pay. PTO eligible employees who do not work on the designated holidays can use eight (8) hours of PTO (or their regular number of scheduled hours) at their regular straight rate of pay as holiday pay. Employees covered by this Agreement will receive their regular rate of pay for hours worked on a holiday plus can use their PTO as holiday pay at their regular straight time rate of pay for the number of hours actually worked on a holiday.

In House Pool employees will be paid two (2) times the employee's regular rate of pay for the following major holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day, second shift and third shift on New Year's Eve and the day shift on New Year's Day. The Employee's Birthday is not eligible for additional holiday pay.

ARTICLE 7 – SENIORITY

SECTION 7.1 SENIORITY DEFINED: Seniority is the length of continuous employment of an employee while working under the jurisdiction of this agreement and within the classification as set forth in Appendix A.

SECTION 7.2 PROBATIONARY PERIOD: All regular full-time and part-time employees who are original hires, or rehires following separation, shall serve a probationary period of sixty (60) days. Such probationary period may be extended up to an additional thirty (30) days if by the fifty-fifth (55th) day of employment the Employer requests said extension of the union. Notice of extension, in writing, signed and dated by the employee affected by the extension and received by the Union shall constitute a request.

All in-house pool employees who are original hires, or rehires following separation, shall serve a probationary period of 90 days. In-house pool employees who work less than sixteen (16) shifts in a 3 month period may have their probationary period extended for an additional 30 days upon written notification to the Union and the employee prior to the 90th day. It would be an automatic extension if the Employer notifies the Union.

At any time during the probationary period, an employee may be discharged by the Employer without such discharge being a violation of this Agreement or being grievable as provided by the Grievance Procedure, Article 9.

Any employee selected from the bargaining unit to fill a posted position shall have a sixty (60) day probationary period to achieve proficiency. An additional thirty (30) days may be added when **their** abilities are in question. Should the employee fail to make the transition, **they** shall have the right to move back to **their** previous position and hours. In either case an employee will retain **their** original date of hire as **their** seniority date.

SECTION 7.3 LAYOFFS, HOURS REDUCTION, and RECALL

1) LAYOFFS: Employees may be laid off to meet the needs of the Employer. In the event a layoff is necessary the work force shall be reduced by reverse seniority in the affected classification.

2) PERMANENT HOURS REDUCTION: Defined as a period of two (2) weeks or longer.

A. Employees may volunteer to take a permanent reduction. Employees who volunteer may request their hours to be returned upon two weeks written notice to the employer. Said request must be made and given to the employer in writing no longer than 91 days from the day the first reduced schedule started for the employee or the reduction will become a permanent reduction.

B. If not enough volunteers are available, permanent hour's reductions will be done by reverse seniority in the affected classification.

3) TEMPORARY HOURS REDUCTION: Hours reductions necessary due to census changes on a day to day basis shall be accomplished as follows:

A. Not replacing sick calls or no shows.

B. Canceling outside agencies

C. Overtime shifts

D. Volunteers by contacting effected employees by seniority

E. By inverse seniority, employees who picked up hours on the shift affected

F. By rotation among the least senior employees hired within the past twelve (12) months who are scheduled on the affected shift; or the least senior employee when there are no employees with less than twelve (12) months of service

4) MANDATORY TEMPORARY REDUCTIONS: When the employer needs to call and tell employees not to report for a scheduled shift the employer will contact the day shift by 5:00 AM the day affected, the pm shift by 1:00 PM the day affected, and the night shift by 9:00 PM the day affected.

5) RECALLS: In the event of a layoff or hours reduction, employees will retain recall rights for twelve (12) months. Employees who are laid off and subsequently recalled to work within one (1) year shall retain their seniority. Employees shall be recalled in the reverse order of the layoff or hours reductions within the classification. The Employer shall not be obligated to recall a laid off employee who had received a just cause suspension within the twelve months preceding the layoff. Recall will be by written notification, sent by certified mail, to the employee's last noted address. Failure to return to work within fifteen (15) calendar days from the mailing of the recall notice will be deemed a separation from employment and the employee will not have any recall rights. In all other cases, restored hours will be offered to those on layoff before being posted as available hours under Article 4 of this Agreement.

SECTION 7.4 TERMINATION OF SENIORITY: Seniority shall terminate when an employee is separated from employment.

SECTION 7.5 SENIORITY TIE BREAKER: In the case of two or more employees starting active employment in the same classification on the same day, their seniority ranking will be determined by lot.

ARTICLE 8 - DISCIPLINE AND TERMINATION

SECTION 8.1 DISCIPLINARY ACTIONS: Employees may not be suspended, demoted or discharged except for just cause. No grievance relating to any disciplinary action shall be valid unless submitted to the Employer in writing within twelve (12) calendar days after **notice of** the suspension, demotion or discharge in question. In case of discharge, the employee affected may request and shall receive from the Employer in writing the reason for said dismissal. Employees terminated for verified theft from the Employer, intentional destruction of property, falsification of employment records and verified patient abuse will result in forfeiture of all paid time off (PTO) earned and not used to the date of dismissal. The Employer may establish a disciplinary policy and shall distribute it to all employees and the Union.

SECTION 8.2 RESIGNATIONS: Employees covered by this contract electing to resign or quit their employment will give the Employer two (2) week's written notice and shall continue in the Employer'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 Employer. Employees must work their entire scheduled two (2) week notice period to be paid for their PTO, unless excused by the Employer or covered by protected leave. PTO will not be paid for call in during the notice period, unless legally required and appropriate documentation is provided for absences of more than three (3) consecutive days. Employees cannot give away their scheduled shifts during their

notice period. Trades of shifts may be allowed, with management approval. Failure to work during this notice of resignation period will result in forfeiture of sick time pay for days not worked except in the case of illness where satisfactory proof of such illness (physician's visit/note) is furnished by the employee. Employees who terminate their employment without giving the Employer the required notice or leave their employment before the end of the two (2) week period shall forfeit all PTO pay or other benefits to which such employee may be entitled, except wages earned through the date of his last employment. The Employer shall give employees two (2) week's written notice of termination or two (2) week's pay in lieu thereof, except in the case of a discharge for just cause.

SECTION 8.3 FAILURE TO REPORT TO WORK: If the employee fails to report for work as scheduled, or to furnish the Employer with a justifiable excuse within twenty-four (24) hours thereof, such failure to report shall be conclusively presumed to be a resignation from the service of the Employer and termination of such employee's seniority and employment, provided, however, that if such employee can within twenty-four hours furnish the Employer with reasonable proof that such employee could not notify the Employer of his absence because of illness and unforeseen emergency or other justifiable reason, then such employee shall be reinstated without any break in the service record.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

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

SECTION 9.1 GRIEVANCE PROCEDURES:

Step 1. In an effort to develop a good working relationship, employees are encouraged to follow these steps; however it is at their option.

- A. The employee shall attempt to resolve grievances with their immediate supervisor.
- B. The employee shall attempt to resolve grievances with the Administrator.
- C. The employee and Union shall attempt to resolve the grievance with the Employer.

Employees need to bring their issues forward for a Step 1 grievance within ten (10) Calendar days of the event giving rise to the grievance or the employee's first knowledge thereof. Grievances relating to wages shall be timely if received by the Employer no later than sixty (60) calendar days following the date of receipt of the check by the employee.

Step 2. If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the contract, and shall be received by the Employer no later than fifteen (15) calendar days following the date of the Step 1 meeting. This clause shall not be interpreted to limit the collection of wages where wages have been improperly calculated.

Within **fourteen (14)** calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet and attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

Step 3. Within seven (7) calendar days of the Step 2 meeting, either party may request non-binding mediation with the Federal Mediation and Conciliation Service (FMCS). The parties may, by mutual agreement, in writing, make this step binding. Either party may also opt to **decline to submit the matter to mediation and shall notify the other party that it does not agree to mediate the matter.**

SECTION 9.2 DEMAND FOR ARBITRATION: If the grievance is not resolved in Step 2 or Step 3, **the Union** may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) calendar days following the Step 2 **meeting where the Union does not seek to mediate the matter, the date the Employer notifies the Union it is not in agreeable to submitting the matter to mediation** or Step 3 meeting. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Director of The Federal Mediation and Conciliation Services.

SECTION 9.3 LIMITATIONS OF ARBITRATOR: The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding on the parties.

SECTION 9.4 AWARD AND FEES: The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union. Each party is responsible for compensating their own representatives, witnesses or other individuals attending the hearing at the party's request.

SECTION 9.5 TIME LIMITS: The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited, and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.

ARTICLE 10 – PTO

PTO is designed to provide compensation at an employee's regular rate of pay for days away from the job for vacations, sick leave, holiday, personal, illness, family illness, or any other pre-approved reason. This is the exclusive manner in which employees may be paid for time not worked unless accounted for in other parts of this Agreement. Unpaid time off will only be considered for approval use after all eligible PTO has been used.

Section 10.1 - PTO Payment

All PTO shall be paid for at the employee's regular straight time rate of pay. Employees shall

receive their PTO pay through the normal paycheck schedule at the time they take PTO. Employees must take PTO as scheduled and will not be cashed out if they choose to not take PTO as requested.

Section 10.2 – PTO Accrual

Employees earn PTO on an hourly basis at rates based on their length of service with the Employer. PTO accrual is calculated from the date of hire, but may not be used until after six (6) months of continuous employment. From the 31st day of employment until 6 months of service is complete, PTO may only be used for holiday compensation when a holiday is worked by the employee. Following six (6) months of continuous employment, PTO is available to be used as it accrues.

PTO available will not exceed the maximum PTO Earned Per 2080 Hours Paid calculation. Once the PTO limit is reached, no additional PTO will be earned until hours are used bringing the hour available below the limit. An employee may carry over a maximum of **240** hours of PTO from one anniversary year to the next.

Section 10.2.1 Calculation of Accrued PTO:

PTO will be earned at the rates below, based on length of service with the Employer. PTO will be computed based on hours paid to the employee.

Section 10.2.2 Service and Maintenance PTO Accrual:

Years of Service Completed	Calculation Factor	Number of working Weekends Available as	PTO earned Per 2080 Hours Paid
0	.085	1	176.8
1	.108	1	224.6
5	.127	2	264.1
10	.146	2	303.6

Vacation, holidays, sick days and a personal day are combined into one PTO “bucket” instead of separate buckets of time off for different types of leave like vacation, sick, personal and holidays.

Example: An employee working full-time at 2080 hours per year would earn the following:

Date of Hire

$.085 \times 2080 = 176.8 \text{ hours} = 22.1 \text{ days}$

After 1 year

$.108 \times 2080 = 224.6 \text{ hours} = 28 \text{ days}$

After 5 years

$.127 \times 2080 = 264.1 \text{ hours} = 33 \text{ days}$

After 10 years

$.146 \times 2080 = 303.6 \text{ hours} = 37.9 \text{ days}$

Section 10.3 PTO Usage:

PTO will be paid out in increments of complete shifts, with a maximum of eight (8) hours paid per day missed. Partial shifts will only be paid in the event of an illness or injury that occurs in the midst of a shift or in the event the Employer asks for volunteers to leave early as a result of low census.

PTO must be pre-requested except in cases of personal or family illness.

Section 10.3.1: Termination:

Upon termination of employment, employees with one (1) year or more of service who give two (2) weeks written notice will be entitled to a pay-out of 75% of the PTO in their bank. Employees with three (3) years or more service who give four (4) weeks written notice will be entitled to a payout of 100% of the PTO in their bank. To receive 100% PTO payout upon termination, proper notification must be given and all scheduled shifts following the termination notice must be fulfilled, except in the case of a verifiable illness or approved leave of absence.

Section 10.4 PTO Scheduling:

PTO may be taken at any mutually agreeable time during the year. For the purpose of scheduling annual vacations, PTO requests for the year shall be submitted between January 15th and April 1st of each year. These requests will be assigned on a seniority basis. Employees may request scheduled weekends off as PTO in the amounts listed in 10.2.2 to a maximum of two weekends off per calendar year.

The approved PTO requests shall be posted in each department by April 15th. Changes in the approved requests shall be by mutual agreement. After April 15th, conflicting PTO requests shall be resolved on a first come, first served basis.

Requests for PTO submitted after April 15th shall be approved or denied within seven (7) days.

Section 10.5 PTO Conversion & STDA:

Employees who currently have sick leave will have all hours put into a short-term disability account (STDA). Under the PTO system the criteria for accessing this account will be as follows:

1. After three (3) non-consecutive uses of sick leave with pay in any calendar year by an employee, the employee will not be eligible for sick leave pay on the first day of any illness the remainder of that calendar year, in which case sick pay will begin on the second day of illness.
2. Sick call-ins prior to and after scheduled or requested days off (2 or more), except in the case of excused absence or illness which satisfactory proof of such illness is furnished by the employee, will result in the forfeiture of any sick pay for that call-in duty.

Vacation or sick pay earned and accrued after the date of this Agreement will be put into the new PTO account.

Section 10.6 Rehired Employees:

An employee whose employment is terminated and who is subsequently rehired by the Employer shall have the same status as a new hire for purposes of PTO accrual and seniority.

Section 10.7 Required Notice of Illness:

The Employer may require evidence of illness or injury from a physician when the Employer deems necessary.

Section 10.8 IHP Status Change:

If employee reduces to IHP status before one year of employment PTO hours will be frozen until employee returns to FTE status. The employee must return to an FTE position for the time period outlined in 10.2 to use PTO or 10.3.1 to be paid out PTO based on total time in an FTE position.

ARTICLE 11 - REST PERIODS AND LUNCH PERIODS

SECTION 11.1 REST PERIODS: All employees will be entitled to a fifteen (15) minute paid rest period for each four (4) consecutive hours worked whenever practicable based on patient needs. However, two (2) paid rest periods will be provided whenever an employee is required to work seven (7) or more hours in a day. Rest periods for the individual employees shall be scheduled by the Employer so as not to interfere with the operation of the facility. The fifteen (15) minute rest periods cannot be split into smaller segments.

SECTION 11.2 MEAL PERIODS: Unpaid meal periods of no less than one-half (1/2) hour duration shall be scheduled at appropriate times during the work shift and in consideration of the appropriate time of the day. Meal periods shall not be considered as time worked. Employees must swipe in and out when they leave the campus facility for the meal period. The Employer may require employees to swipe in and out for the meal period. No employee who works six (6) hours or less shall be scheduled for an unpaid meal period.

The meal period cannot be split into smaller segments unless by mutual agreement.

ARTICLE 12 – WEATHER RELATED AND WORKERS' COMPENSATION LEAVE

SECTION 12.1 WEATHER RELATED ABSENCES: Weather related absences may be deducted from PTO hours if an employee requests it and there are hours available. If there are no available hours, there will be no pay for those days.

SECTION 12.2 WORKERS' COMP: Employees who receive on the job injuries shall be entitled to access their sick time for the first three (3) days of a workers' compensation claim, if and only if, these days are not reimbursed by workers compensation. Employees who qualify and receive workers compensation shall not be eligible to be paid sick leave, except as described above.

ARTICLE 13 - LEAVE OF ABSENCE

SECTION 13.1 JURY DUTY: Any employee who is called to serve on jury duty will immediately notify the Employer of the same. If this call for jury duty would create a hardship for the employer,

the employer may request a hardship dismissal for the employee due to the nature of the business. Should the court not grant the dismissal the employee who is called to serve on jury duty shall be paid for actual hours worked for the Employer. If this pay, together with his jury duty pay, does not equal his regular weekly pay, the Employer will make up the difference for a maximum period of three (3) weeks, provided the employee works such hours as he is available during the hours when Court is not in session. An employee receiving full pay from his Employer while serving on a jury will be required to turn in to his Employer the jury duty pay for the period he served on the jury, not to exceed three (3) weeks.

SECTION 13.2 BEREAVEMENT LEAVE: A leave of absence of up to three (3) days without loss of pay shall be granted in case of death in the immediate family (parents, grandparents, spouse, **domestic partner**, parents of the employee's spouse, **step-parent** children, brothers, and sisters) and a leave of absence of up to two (2) days without loss of pay in case of death of grandchildren and step children. Such leave shall be **taken within 90 (ninety) days and is accessible any day from death through the day after the funeral/celebration of life** unless different days are agreed to between the employee and the Employer.

Domestic partner shall be defined to mean a person who: 1) is in a committed and mutually exclusive relationship, jointly responsible for the other domestic partner's welfare and financial obligations; 2) resides with the domestic partner in the same principle residence and intends to do so permanently; 3) is at least eighteen (18) years of age and unmarried; 4) is not a blood relative of the other domestic partner; and 5) has been in the relationship for six (6) months, prior to the date on which the person seeks benefits under this section.

In-House Pool employees are not eligible for bereavement leave.

SECTION 13.3 FAMILY MEDICAL LEAVE (FMLA): In accordance with the federal Family Medical Leave Act and applicable state leave laws, eligible employees, as defined by relevant law and utilizing a calculation established by the Employer may take up to a total of 12 work weeks of unpaid, job-protected leave during a 12 month period for one or more of the following reasons: for the birth and care of the newborn child of an employee; for placement with the employee of a child for adoption or foster care; to care for an immediate family member (spouse, child, or parent) with a serious health condition; or medical leave when the employee is unable to work because of a serious health condition or complications due to pregnancy. The employee must complete the appropriate forms for the leave of absence. In the case of a medical leave, the employee shall furnish a physician's report certifying that **they are** capable of returning to work.

Pursuant to the FMLA, eligible employees with covered military family members may use their 12-week leave entitlement to address certain qualifying exigencies. Eligible employees may also take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

Employees with more than one year of continuous employment with the Employer, upon verification of need, shall be granted a **Personal** Leave of Absence under Section 13.4, of up to an additional ninety (90) days. Employees with less than one year of continuous service may request leave time under the provisions of Section 13.4.

SECTION 13.4 **PERSONAL LEAVE OF ABSENCE:** An employee may be granted a leave of absence not to exceed ninety (90) days upon written permission from the Employer.

SECTION 13.5 UNION LEAVE AND UNION BUSINESS

13.5 (A) **TEMPORARY WORK AS A UNION REPRESENTATIVE** The Employer agrees that it will provide a leave of absence for a period of time, not to exceed ninety (90) days, for an employee requested by the Union to assist the UFCW International or the Local for temporary work as a Union Representative. It is understood that the Union would make any contributions necessary to continue the employee's participation in Health or Pension programs as provided by the Agreement during this leave of absence. The Employer would provide this leave without loss of seniority and would reinstate the employee to **their** former schedule of hours and duty assignment at the end of the leave.

13.5 (B) **UNION BUSINESS:** Time off for Union Business. The Employer agrees to grant the necessary time without pay and without discrimination to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business not covered by Section 13.5 (A) so long as it does not interfere with the Employer's business.

SECTION 13.6 **HIRE DATE:** Any leave of absence provided in this Article does not change the employee's hire date.

ARTICLE 14 - SUCCESSORSHIP

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 Collective Bargaining Agreement. Following any such transaction, all employees of Employers who are parties to the transaction and this Agreement shall be considered for employment by the successor Employer, whether the successor is a signatory party to this Collective Bargaining Agreement or any other Employer, in accordance with the seniority rights accrued with their respective predecessor Employer. A new seniority list shall be drafted and posted upon which the seniority of each employee of the successor Employer will date from his earliest date of employment with any of the Employers participating in such transaction, and further, 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 respective employees with any of the predecessor Employer parties to the transaction. Wherever continuous service is required for other benefits or practices, it shall be interpreted to include that continuous service with the employee's respective predecessor Employer.

ARTICLE 15 - MINIMUM STANDARDS

No employee shall, as a result of this Agreement, suffer any reduction in wages nor lose any working conditions previously granted by the Employer.

Further, this Agreement provides minimum standards only and shall not prevent the Employer

from granting additional payment or benefits so long as such granting is not otherwise in violation of this Agreement or State or Federal Laws.

ARTICLE 16 - SEVERABILITY CLAUSE

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

In the event any provision is held or determined to be invalid, the Employer and the Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid.

ARTICLE 17 - MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the management of the Employer 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 rights to:

1. Hire, layoff, 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;
5. Maintain and improve efficiency;
6. Require observance of all regulatory requirements;
7. Direct the working force;
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 and laws;
12. Discontinue jobs because of valid management and economic reasons;
13. Decide employee qualifications consistent with federal and state standards; and
14. Manage and administer Employer's operation and
15. To take whatever actions are necessary in an emergency. A declared emergency is defined as a facility alert or pandemic that affects the facility or the facility employees.

ARTICLE 18 - NO STRIKE OR LOCKOUT

The employees covered by this Agreement will not engage in any strike or withhold, in whole or in part, the full performance of their work duties during the life of this Agreement. The Union, its officers and agents will not encourage, sanction or support any strike or withholding in whole or in part the full performance of duties performed by members of this bargaining unit during the life of this Agreement. In the event of a violation of this Article, the Employer will warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties. Any employee who fails to return to his full duties within twenty-four (24) hours of such warning may be subject to discipline up to and including discharge. The Employer will not lock out any members of the bargaining unit during the life of this Agreement.

In the event Article 22 of this contract is exercised by the employer, and agreement is not reached, the Union shall have the right to strike upon notice as required by law.

ARTICLE 19 - HOSPITALIZATION INSURANCE & OTHER BENEFITS

SECTION 19.1 ELIGIBILITY: To be eligible for participation in the Employer's hospitalization program the employee must work sixty (60) or more hours per pay period. Elected coverage begins on the first of the month following thirty (30) days of employment or benefits eligibility. All eligible employees shall be offered participation in the Employer's insurance program.

SECTION 19.2.1 AMOUNT OF CONTRIBUTION: The current plans establish flat rates for all employees. Those rates will change over time as medical insurance costs change. Future rates and plans subject to change. The employer will pay at least 75% of the single premium.

SECTION 19.2.2 DEPENDENT COVERAGE: Employees desiring dependent coverage will pay the monthly premiums for such dependent coverage.

SECTION 19.3 ADDITIONAL BENEFITS: The Employer will provide the following benefits to all employees who are regularly scheduled to work sixty-four (64) hours or more per pay period.

1. Long Term Disability Insurance.
2. Group Life insurance of \$20,000. Life Insurance plan coverage amounts decrease with the employee's age over 65 years old.
3. Accident Protection Plan benefits that include payment for accidents directly to employee(s).
4. Accidental death benefits of \$5,000.00 - \$15,000 depending on cause of the accident.
5. Dental coverage: **Dental coverage eligibility is at sixty (60) hours or more per pay period.** Employee pays entire premium
6. 403(b)/401k All employees are eligible to enroll in the 403(b)/401k on their date of hire. The employer will match eighty cents (\$.80) for each dollar invested up to five (5%) percent that the employee contributes to the 403B/401k plan for employees with one (1) or more years of service and who work a minimum of 1000 during a year of employment.

ARTICLE 20 - PRE-TAX BENEFIT

SECTION 20.1 125 PLAN: All eligible employees shall be offered participation at the FTE outlined under the applicable sections in the Collective Bargaining Agreement and in any pretax plan that is or may be offered by the Employer for payment of medical premiums or flexible spending accounts.

ARTICLE 21 - UNIFORMS

SECTION 21.1: UNIFORM ALLOWANCE: The hourly uniform allowance will be five (\$0.05) cents per hour (including all hours paid for but not worked) and shall be paid in January of each year based on the prior 26 pay periods. **In-House Pool employees are not eligible for uniform allowance.**

SECTION 21.2: DRESS CODE: The employer has a right to set and enforce a reasonable dress code.

ARTICLE 22 - GOVERNMENT INTERVENTION

The wage and fringe benefit provisions contained in this Agreement shall be and remain effective only so long as the reimbursement formula for patients receiving public assistance shall remain at or above the amount in effect on January 1, 1985, and such amounts continue to be paid by the Minnesota Department of Human Services to the Employer for nursing home care for said patients.

In the event judicial decision is rendered or changes are made in the Federal or State statutes, rules, or interpretations thereof that substantially affect the reimbursement of the facility, the wage and fringe benefit provisions of this agreement shall be void. Thereupon, either party may give ten (10) days written notice to the other party that both parties have agreed to enter into negotiations to establish a new agreement as to wages and fringe benefits.

ARTICLE 23 - MISCELLANEOUS

SECTION 23.1 LABOR-MANAGEMENT MEETINGS: Labor-Management meetings shall be set at the discretion of the Union and Employer.

SECTION 23.2 JOB TRAINING: Cost of any off the job training which may be required by the Employer shall be paid for by the Employer.

SECTION 23.3 The Employer and the Union agree to comply with all Federal and State family leave laws.

SECTION 23.4 The Employer and the Union agree to comply with the Americans with Disabilities Act (ADA).

SECTION 23.5 Employees who use their personal automobile for Care Center business will receive a mileage payment at the applicable Federal mileage allowance under IRS guidelines.

ARTICLE 24 - NON-DISCRIMINATION

No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall

discriminate against any employee covered by this Agreement on account of race, color, creed, national origin, age, sex, disability, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity, religious belief, veteran status or any other status or characteristic identified and protected by federal law, state law, local law or ordinance. Sexual harassment is considered discrimination under this Article. The Employer is specifically permitted to take all actions necessary to comply with the Americans with Disabilities Act. All complaints or grievances arising under this clause shall be processed under the Employer's EEO/AA Complaint Procedure or the union grievance procedure, and/or state, federal or local administrative complaint procedures.

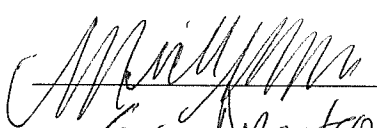
ARTICLE 25 - TERM OF AGREEMENT

SECTION 25.1 AMENDMENTS: The parties agree that this contract may be amended by mutual agreement of both parties, and if amended, the amendment shall be attached to the contract by addendum and signed by both parties.

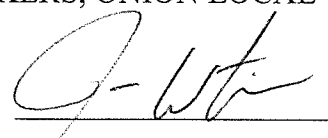
SECTION 25.2 TERMINATION: This Agreement shall be effective **June 1, 2022** and shall continue in full force and effect through **May 31, 2024** and shall continue from year to year thereafter unless either party serves notice in writing upon the other party ninety (90) days prior to the expiration date of its desire to terminate, modify or amend the provisions of this Agreement.

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

FOR THE EMPLOYER:
CAPITOL VIEW
TRANSITIONAL CARE CENTER

By 
Title Ex. Director
Date 6/22/2022

FOR THE UNION:
UNITED FOOD AND COMMERCIAL
WORKERS, UNION LOCAL 1189

By 
Title Union Representative
Date 6/22/22

APPENDIX A – WAGE RATES

Wages will increase for all employees and all wage scales as follows:

Effective the pay period after 6/1/2022 current regularly scheduled full-time, part-time and IHP will be placed on the 6/1/2022 Wage Progression & Hiring/Experience scale based on experience.

Effective the pay period after 6/1/2023 current regularly scheduled full-time, part-time and IHP will receive a two and one-half percent (2.5%) increase

Nursing Assistant Registered (NAR)
Wage Progression & Hiring/Experience scale

Length of Service/ Experience	Effective 6/1/2022	Effective 6/1/2023
START	\$17.90	\$18.35
1 YEAR	\$18.34	\$18.80
2 YEAR	\$18.80	\$19.27
3 YEAR	\$19.26	\$19.74
4 YEAR	\$19.77	\$20.25
5 YEAR	\$20.24	\$20.75
6 YEAR	\$20.65	\$21.17
7 YEAR	\$21.07	\$21.60
8 YEAR	\$21.48	\$22.01
9 YEAR	\$21.91	\$22.46
10 YEAR	\$22.35	\$22.91
11 YEAR	\$22.57	\$23.14
12 YEAR	\$22.81	\$23.38
13 YEAR	\$23.03	\$23.60
14 YEAR	\$23.26	\$23.84
15 YEAR	\$23.50	\$24.08
16 YEAR	\$23.79	\$24.39
20 YEAR	\$24.27	\$24.87
25+ YEARS	\$24.85	\$25.47

2080 hours =1 year

IHP NAR receive an additional \$1.00/hour IHP differential. IHP NAR will be eligible for evening shift premium, night shift premium, weekend premium and preceptor pay only.

Nursing Assistant Apprentice (Non – Registered)*
Effective 6/1/2022 = \$16.27/hr.

***Effective the start of the pay period following the NA becoming registered and it is verified by Human Resources they will move to the NA wage progression and hiring /experience scale and change to the position title based on their FTE**

Environmental Services Associate (ESA)
Wage Progression & Hiring/Experience scale

Length of Service/Experience	Effective 6/1/2022	Effective 6/1/2023
START	\$16.26	\$16.66
1 YEAR	\$16.49	\$16.91
2 YEAR	\$16.73	\$17.15
3 YEAR	\$16.98	\$17.40
4 YEAR	\$17.25	\$17.68
5 YEAR	\$17.49	\$17.93
6 YEAR	\$17.76	\$18.21
7 YEAR	\$18.02	\$18.47
8 YEAR	\$18.28	\$18.73
9 YEAR	\$18.55	\$19.01
10 YEAR	\$18.84	\$19.31
11 YEAR	\$19.12	\$19.60
12 YEAR	\$19.40	\$19.88
13 YEAR	\$19.69	\$20.18
14 YEAR	\$19.97	\$20.47
15 YEAR	\$20.27	\$20.78
16 YEAR	\$20.63	\$21.14
20 YEAR	\$21.24	\$21.77
25+ YEARS	\$21.41	\$21.94

2080 hours =1 year

IHP ESA receive an additional \$1.00/hour IHP differential. IHP ESA will be eligible for evening shift premium, night shift premium, weekend premium and preceptor pay only.

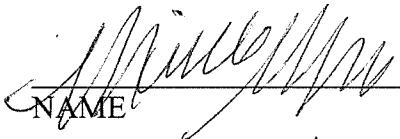
LETTER OF AGREEMENT
BY AND BETWEEN
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1189
AND
CAPITOL VIEW TRANSITIONAL CARE CENTER

Tuition Reimbursement

Benefit eligible (64 hours a pay period and above) Bargaining Unit employees are eligible to participate in the Capitol View Transitional Care Center Tuition Reimbursement Program on the same basis as benefits eligible non-union employees through the term of this Agreement.

SIGNED AND DATED THIS ____ DAY OF **2022**.

FOR THE EMPLOYER
CAPITOL VIEW TRANSITIONAL
CARE CENTER

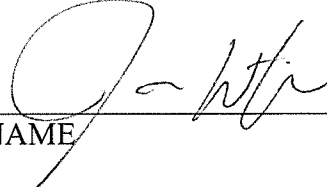


NAME

6/28/2022

DATE

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS LOCAL 1189



NAME

6/22/22

DATE