

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE HOMESTEAD AT ANOKA, INC.**

**AND**

**UFCW LOCAL 653**

**NURSES**

**EFFECTIVE**

**October 1, 2017**

**THROUGH**

**September 30, 2019**

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**COLLECTIVE BARGAINING AGREEMENT**  
**by and between**  
**THE HOMESTEAD AT ANOKA, INC.**  
**and**  
**UNITED FOOD AND COMMERCIAL WORKERS**  
**LOCAL 653**  
**(NURSES)**

This Agreement is made and entered into this 1<sup>st</sup> day of October, 2017, by and between The Volunteers of America *d.b.a.* The Homestead at Anoka Campus, hereinafter referred to as the "Employer", and the United Food and Commercial Workers Union, District Local 653, Minneapolis, Minnesota and vicinity, hereinafter referred to as the "Union".

Whereas, the Employer and the Union each represents that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to promote efficiency and service, to provide a channel through which information and problems may be transmitted from one to the other, to formulate contractual provisions to govern the relationship between Employer and the Union, it is agreed as follows:

**ARTICLE 1**  
**UNION REPRESENTATION**

**A. RECOGNITION**

The Union shall be the sole and exclusive bargaining representative for the following units: National Labor Relations Board Case Number 18-RC-14955 for all full-time and regular part-time Registered Nurses, and Case Number 18-RC-14956 for all full-time and regular part-time Licensed Practical Nurses and the MDS Coordinator (see attached Letter of Understanding); excluding all other employees, office clerical employees, service and maintenance employees, Administrator, Assistant Administrator, Director of Nursing, Assistant Director of Nursing, In-Service Director, guards and supervisors as defined in the Act and excluding temporary casual employees.

**B. 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. Those who are not members on the effective date of this Agreement, shall on the sixtieth (60<sup>th</sup>) day following the effective date of this Agreement, or upon the completion of their probationary period, whichever is later, become and remain members of good standing in the Union.

"In good standing," for the purposes of the Agreement between this Union and this Employer is defined to mean the payment of a standard initiation fee and standard monthly dues as applied uniformly to all employees covered by this Agreement.

**C. DUES AND INITIATION FEES**

The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization for such deductions. In no event shall such written authorization extend beyond the termination date of this Agreement. Such deduction shall be made by the Employer from the wages of the employees during each calendar month and shall be transmitted to the Union. In the event that no wages are due the employee, or that they 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 shall there upon 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 Union shall refund promptly any dues found to have been improperly deducted and transmitted to the Union and shall furnish the Employer with a record of such refund.

**D. PROBATIONARY PERIOD**

The first sixty (60) days of employment of any new employee shall be a probationary period, during which time the employment of such employee may be terminated with or without cause. In special cases, the business agent or his designated representative may approve an extended probationary period not to exceed thirty (30) days, if management determines there are performance and attendance issues.

**E. UNION VISITATION**

The union representative will make his/her presence known upon arrival at the facility to the reception desk and/or human resources representative.

The duly authorized representative of the Union may visit Employer's premise in accordance with the facility visitation policies. The Union may confer with the employees of the Employer thereafter during non-working hours in non-patient care areas after notifying authorized facility personnel of their presence, provided that such visitation does not interfere with proper conduct of employees' duties and care of the residents. Non-working hours are defined as those hours where an employee is not engaged in work tasks, and thus includes an employee's own time, such as meal period, scheduled breaks, time before and after shift and personal clean-up time. The Union may, at the request of management, confer with employees during their work hours or at other time mutually agreeable by the Employer and the Union.

**F. ON-CALL STATUS**

Any regularly scheduled employee who voluntarily chooses to reduce their hours and become an "on-call/temporary employee" will be terminated from regular employment. Any earned benefits consistent with the contract will be paid. The employee will then begin employment as a "new" employee, and will be paid only a wage, and will earn no benefits. If an on-call employee changes to a regularly scheduled employee, the employee becomes subject to the Union Security Clause. The length of probation period may be from zero (0) to sixty (60) days, which shall be mutually determined by the Employer and the Union. Each situation is to be decided on a case-by-case basis. Any on-call employee who works more than thirty-two (32)

hours in a calendar month shall pay appropriate union dues for that month.

This letter is written to further clarify how an "on-call" employee moves to a regular employee status as a result of working over the thirty (30) hour contract requirement only. In the event that an "on-call" employee works more than the thirty (30) hours per month threshold for more than two (2) consecutive months, that employee will become a regularly scheduled employee if they continue to work past the thirty (30) hour limit. Their seniority date will be from the time at which they become regularly scheduled, the two-month period will be considered a non-benefit eligible probationary period. This letter does not pertain to an "on-call" employee who notifies the employer of their desire to be regularly scheduled, and these employees will be handled according to the contract language on an individual, case-by-case basis.

It is the intent of the employer to minimize the use of casual employees by first scheduling regular staff.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

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

- A. Hire, lay off, demote, promote, transfer, discharge or discipline for just cause;
- B. Maintain discipline;
- C. Assign, delegate and schedule work;
- D. Determine quality and quantity of work performed;
- E. Maintain and improve efficiency;
- F. Require observance of nursing home rules and regulations;
- G. Direct the working forces;
- H. Determine the number of hours to be worked;
- I. Determine the material, means and type of services provided;
- J. Determine the methods, supplies, and equipment to be utilized;
- K. Determine methods of compliance with federal and state regulations affecting nursing homes; and
- L. Discontinue jobs because of valid management and economic reasons.

- M. Both parties will be subject to following the "Minnesota Nurse Practice Act," Statute 148.11 to 148.285. The Company will make available to all nurses a copy of the statute.

### **ARTICLE 3**

#### **CLASSIFICATION OF EMPLOYEES**

Employees covered by this Agreement shall be classified as follows: Full-time employees are those employees regularly scheduled to work at least sixty (60) or more hours in a two-week period. Regular part-time employees are those employees regularly scheduled to work less than sixty (60) hours per pay period. Employees not regularly scheduled, temporary, or casual employees are not covered by this Agreement.

### **ARTICLE 4**

#### **PAY PERIODS**

**A. PAY PERIODS**

Pay periods begin with the beginning of the night shift on the first day of the pay period and terminate at the end of the p.m. shift on the fourteenth (14<sup>th</sup>) day. Employees shall be paid every two weeks.

**B. PAYROLL ERRORS**

Payroll errors, if any, in the computation of an employee's paycheck of \$50.00 or more shall be corrected within seven (7) days after the error is presented to and verified by the employer and/or employee. Errors of less than \$50.00 shall be corrected on the employee's next paycheck.

### **ARTICLE 5**

#### **HOURS OF WORK AND STAFFING**

**A. WORK SCHEDULES**

Work schedules will be posted at least two (2) weeks 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/her place of residence. There will be a sign-up sheet for additional hours, if available, next to the schedule. Employees should specify if they desire extra hours of work on their day off. Seniority will be taken into account when using the sign-up sheet. However, if the Employer calls for a fill-in and an employee cannot be contacted, management has the right to call the next senior employee on the sign-up sheet.

**B. TWELVE (12) HOURS REST BETWEEN SHIFTS**

Schedules shall provide employees with twelve (12) hours rest between shifts except in the event of emergency, or where such break time cannot be given as a result of the use of rotating schedules. If employee chooses to pick up shifts this rule is not relevant.



**C. VACANT POSITIONS**

Positions shall be classified as requiring an RN license or an LPN license. There may be some positions that either an LPN or RN is qualified for. When positions become available that are designated as RN hours, only RNs may be considered. When positions are classified as LPNs, only LPNs may be considered. For positions that are designated as LPN or RN, the employer may indicate a preference for RN or LPN, but either LPNs or RNs shall have the ability to be considered, subject to Article 10, Sections B and D.

**D. BLOCK/NON-BLOCK SCHEDULES**

Employees shall normally be scheduled so that they shall not be required to work more than two (2) weekends out of four (4) within the same department except in cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving residents of needed care, or by mutual agreement between the Employer and the employee.

A system of "block scheduling" shall be utilized providing employees with permanent days off; however, it is understood that some "non-block" positions or positions where "block" and "non-block" hours shall be utilized where mutually agreeable between the employee and the Employer.

Employees who work a schedule of rotating shifts shall not be required to work more than a schedule of two (2) rotating shifts (i.e., days/nights; PMs/nights; or PMs/days).

**E. STAFFING RATIOS**

It is the intent of The Homestead at Anoka, Inc. to appropriately staff the nursing function consistent with the facility's census and case mix. This staffing is a combination that best meets the care needs of residents and is composed of the appropriate ratios of Nursing Assistants, Nursing Assistant Supervisors, TMAs, LPNs RNs, and case managers.

The Center will attempt to have staffing ratios reflect current case mix and census levels.

**ARTICLE 6**  
**WAGES**

**A. WAGE SCHEDULE AND MINIMUM INCREASES**

2% increase first full payroll after October 3, 2017.

1% increase to all membership effective the first full payroll in July 2018.

2% increase to all membership effective the first full payroll in January 2019.

## Nursing Hiring Scale

### LPN

Credit for Experience	October 2017	July 2018	January 2019	TCU Add-On LPN
Start-2 Years	\$20.21	\$20.41	\$20.82	\$2.00
3 -6 Years	\$21.31	21.52	\$21.95	\$2.00
7 – 12 Years	\$22.40	\$22.62	\$23.07	\$2.00
13 + Years	\$22.94	\$23.17	\$23.63	\$2.00

Evening Shift      +\$1.00

Night Shift        +\$2.00

TCU-Add-On: Wage adjustments will be completed on the Base LPN wages

The scale above will be applied after subtracting 0 years from the verified proof of actual years of experience.

### RN

Credit for Experience	October 2017	July 2018	January 2019	TCU Add-On RN
Start – 2 Years	\$23.49	\$23.72	\$24.19	\$3.00
3 – 6 Years	\$25.12	\$25.37	\$25.88	\$3.00
7 + Years	\$27.32	\$27.59	\$28.14	\$3.00

Evening Shift      +\$1.00

Night Shift        +\$2.00

TCU-Add-On: Wage adjustments will be completed on the Base RN wages

The scale above will be applied after subtracting 0 years from the verified proof of actual years of experience.

All staff increased-no one to be soft capped on the January increase (scale will still have the soft Cap for future increase).

## B. PAY PREMIUMS

### 1. Case Manager Premium

RNs who are assigned to work as a case manager will be paid the appropriate case manager premium rate in addition to their regular base rate of pay for all hours worked in a case manager role.

### 2. Premium for Serving as Building Charge Nurse

An employee who is specifically assigned by the Employer to direct the work of other employees who provide resident care shall receive \$1.00 per hour and their regular case manager premium, if applicable. It is understood that there is only one (1) person "in charge" during each shift. The Director of Nursing or the Assistant Director of nursing is the Acharge@ when in the facility.

3. **Recognition Pay** - this replaces Appendix C page 32 pick up shifts  
This pay is to recognize those nurses who go out of their way to pick up shifts. There are three types of recognition pay.
4. **Extra Hours**: Picking up a shift when the schedule is posted. If you work a minimum of .6 (48 hours) you will be awarded \$3.00 per hour for weekdays all shifts plus shift differential and on weekends \$5.00 per hour all shifts plus shift differential.
5. **24-hour pick up**: Picking up a shift due to a call off or schedule issue on the same day. If you work a minimum of .6 (48 hours) you will be awarded \$5.00 on all shifts, plus shift differentials for weekdays and \$7.00 for weekends plus shift differentials.
6. **Eligibility Requirement**: Removal of TCU needing one year of TCU experience to receive differential.
7. **Mandated shift**: If no one is able to pick up and work the shift, there will be a mandating list and if you are the one on the list you will receive a Mandating bonus of \$100.00 for a minimum of four (4) hours. If less than four (4) hours you will receive \$50.00. If you are not the one on the list yet agree to pick up the shift you will receive the 24-hour pick up shift pay.

An employee has the right to refuse to be mandated two (2) times per calendar year. However, on the second refusal, the employee who refused must pick up an additional shift within the next two (2) pay periods to avoid termination, unless excused by the employer. All earned bonuses within the two (2) pay periods will remain intact as long as the employee picks up the additional shift.

If a union member misses any days of work, during the pay period in which they worked a Recognition Shift, they understand they will forfeit the recognition pay. Unforeseen emergencies will be reviewed by the Executive Director and Human Resources for a determination, after the employee submits an exception request

If mandated more than one time in a pay period—team will work to provide the fairest way of choosing who to mandate. Full-time will always work more.

## **C. OVERTIME PAY**

1. **Regular Overtime Pay**  
Overtime pay shall be one and one-half (1-1/2) times the regular rate of pay. All employees shall be paid overtime for all hours worked over: Forty (40) hours in a one (1) week pay period.
2. **Overtime Pay After Six (6) Consecutive Days of Work**  
Employees shall receive overtime pay at one and one-half (1-1/2) times base rate of pay for hours worked when the hours worked extend beyond six (6) consecutive scheduled days. However, if an employee has requested or

agreed in writing to a schedule exceeding six (6) consecutive days, overtime will not be paid. Hours voluntarily picked up, either at the Employer's or employee's request, which are in addition to the regular schedule, are not included for purposes of this section.

3. **No Pyramiding of Overtime Payments**

Overtime payments shall not be pyramided. This means an employee will not be paid additionally at the overtime rate for working more than eighty (80) hours in a pay period if sufficient overtime payments to meet the over eighty (80) hour per pay period overtime pay requirement were previously made due to working more than eight (8) consecutive hours or due to working more than six (6) consecutive scheduled days.

**D. Two (2) HOUR MINIMUM FOR CALL-IN**

Employees who are called in for work outside their scheduled shifts shall receive minimum of two (2) hours pay or actual hours worked, whichever is greater.

**E. PAY FOR MANDATORY IN-SERVICE TRAINING**

The Employer will pay employees for time spent attending mandatory in-service training required by governmental agencies or the employer, whether the in-service is on or off the employee's shift.

**F. LOBBY DAY**

The employer will allow up to two (2) employees one day each to lobby at the Capitol for long-term care. The day will be with pay and a report will be made by the two (2) employees at the next Labor-Management meeting.

**ARTICLE 7**  
**HOLIDAYS BENEFIT EMPLOYEES ONLY**

**A. DESIGNATED HOLIDAYS**

The following days shall be considered holidays:

New Years	Labor Day
Easter Day	Thanksgiving Day
Memorial Day	Christmas
July Fourth	

Holidays will start on the night shift prior to the holiday and end after the afternoon shift. For Christmas / New Years holiday will start at 3:00 PM and continue until 2:59 PM next day.

In addition, after one (1) year of service, each employee shall receive one (1) personal day each year. Individual employees, at their option with management approval, may use this personal day or PTO time to recognize Martin Luther King Day or any other ethnic or cultural holidays.

## **B. HOLIDAY PAY**

1. **Double Time Pay for Working Holiday:** Non-probationary employees working on any of the designated holidays shall receive double their regular straight-time rate of pay for such time worked.
2. **Straight Time Pay for Holiday Not Worked:** Full-time employees who do not work on a designated holiday will receive one (1) day's pay at their regular straight-time rate of pay as holiday pay.  
  
Regular part-time employees who do not work on a holiday shall not receive holiday pay.
3. **Personal Day:** All full-time employees shall receive up to eight (8) hours compensation for the personal day. Part-time employees shall receive pro-rated personal day pay, up to eight (8) hours.
4. **Absence on a Holiday Scheduled to Work:** Full-time employees who are absent on a designated holiday they are scheduled to work shall not receive holiday pay, except in case of excused absence or illness where satisfactory proof of such illness is furnished by the employee.
5. **Rotation:** All holidays will be rotated equally. Any employee working on the holiday will have the option of collecting the holiday pay or notifying the employer in writing prior to the holiday that they want to bank the holiday pay in their PTO account and work for straight time pay. A and B holidays will be attached to block schedules.

In order to be eligible for holiday pay for hours not worked on a holiday, an employee must have worked the regularly scheduled workday before and regularly scheduled workday after the holiday, except in case of excused absence or illness, where evidence of such illness satisfactory to the Employer is furnished by the employee.

## **ARTICLE 8** **SENIORITY**

For purposes of scheduling, layoff, recall, and job posting, seniority shall be based on continuous service with the Employer from date of hire. The date of hire shall be the first day for which the new employee is paid. In the event that two (2) or more employees were hired on the same day, seniority shall be based upon total hours worked since most recent date of hire. The Company will post seniority lists quarterly.

## **ARTICLE 9** **JOB VACANCY**

### **A. JOB POSTING**

In the event of a job vacancy involving the availability of a position in the bargaining unit which the Employer intends to fill, the Employer shall give written notice of such job vacancy by posting upon an appropriate bulletin board a notice of five (5) calendar days that such job vacancy exists. During this time employees interested

in the vacancy may submit a written application to the department supervisor.

**B. EQUAL OPPORTUNITIES FOR VACANCIES**

Full-time and part-time employees shall have an equal opportunity to apply for such vacancies.

**C. CRITERIA FOR SELECTION**

The Employer shall review and evaluate the qualifications, ability, physical fitness, and overall work record of each applicant. When these four (4) factors are relatively equal, the applicant having the greatest seniority shall be awarded the vacancy.

**D. JOB POSTING OUTSIDE DEPARTMENT**

If the vacancy is not filled from within the department in the first five (5) days of posting, then the vacancy will be filled from outside of the department. The Employer may temporarily fill vacant positions until permanent job assignments are made.

**E. ADDITIONAL HOURS**

Employees who wish to work additional hours beyond their normally scheduled hours must notify the Employer in writing of their desire for such additional hours. The Employer is only obligated to offer hours that, in the opinion of the Employer, are needed to adequately staff the facility. The Employer is under no obligation to bring an employee up to or exceeding the number of hours normally provided to full-time employees.

In the event there are vacant hours available to work in a department after non-block positions have been staffed, the Employer will offer such hours to employees in the department who have requested additional hours based on employee seniority within the following order of preference:

1. Non-Overtime Eligible Employees: Employees to whom overtime pay will not be paid by picking up additional hours.
2. Overtime Eligible Employees: Employees to whom overtime pay will will be paid by picking up additional hours.
3. Casual Employees or Outside Pool

If you pick up a shift and are being sent home later in the pay period, you must be given a minimum of a twelve (12) hour notice.

**F. LAYOFF AND RECALL**

Seniority may prevail in regard to laying off and rehiring, provided the employees qualify to do the work available.

**G. WHEN AIDE IS PROMOTED TO LPN/RN**

Service Credit: When aide is promoted to LPN/RN

If any employee is promoted from an aide to a position of an LPN or RN position, the employee will receive 50% of CNA service credit. If any employee is promoted from an LPN to an RN position they will receive 50% of the LPN's service credit and full experience with the Anoka site. Experience credit will be up to three years.

After promotion, the employee will be eligible for future years of wage increases based on the wage schedule. The employee would then progress on the wage schedule after reaching his/her years of service dates.

**H. SERVICE DATE WHEN LPN BECOMES AN RN**

In the event an LPN becomes an RN during the course of this agreement, the LPN's original service date shall remain the seniority date as an RN for all benefit determinations.

**I. RESOLUTION OF CONTROVERSIES**

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

**ARTICLE 10**  
**DISCHARGES – QUILTS**

**A. JUST CAUSE**

The Employer shall not discharge or suspend an employee without just cause. Just cause may include but not be limited to the following: proven theft, resident neglect or abuse; working while under the influence of alcohol or a controlled substance; property damage through intentional or willful conduct; dishonesty; insubordination; job abandonment; discourteous, discriminatory, harassing or abusive treatment of residents/customers, or employees, or the public; deception in securing employment, including but not limited to falsification of employment application or resume; falsification of organization records, to include timekeeping; fighting or threatening violence in the workplace; possession of dangerous or unauthorized materials in the workplace. The Employer may require a drug test for cause.

**B. EMPLOYEE QUIT NOTICES**

An employee who desires to terminate his employment must give notice of his intention to the Employer at least two (2) weeks prior to actual cessation of employment. If an employee is aware they are leaving, they should notify the facility as far in advance as possible. The employee giving notice must actually work two (2) weeks after giving notice to qualify for any earned vacation or other benefits coming to him prior to the termination of employment, with the exception that the employee may leave sooner when a competent replacement can be made by the Employer. Any nurse resigning with less than one (1) year of service will not be eligible for any accrued but not earned benefits.

**C. UNJUSTIFIED – JUSTIFIED SUSPENSIONS OR DISCHARGES**

An employee charged with an offense involving discharge may be suspended without pay pending the hearing and decision on the charge. If an employee is found not guilty of the offense, they will be made whole for any loss of wages as a result of the suspension.

**D. EMPLOYEE FAILURE TO REPORT**

If an employee fails to report to work as scheduled, or to furnish the Employer with a justifiable excuse within forty-eight (48) 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 three (3) days furnish the Employer with reasonable proof that such employee could not notify the Employer of his absence because of illness or unforeseen emergency, then such employee shall be reinstated without break in the service record.

**ARTICLE 11**

**COMPLAINT – GRIEVANCE ARBITRATION PROCEDURE – DISCHARGES**

**PROCEDURES**

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

Step 1: The aggrieved employee and/or union steward shall attempt to adjust the grievance with the Supervisor.

Step 2: If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the Agreement, and shall be received by the Administrator no later than fifteen (15) calendar days following the alleged violation. Grievances relating to wages shall be timely if received by the Administrator no later than sixty (60) calendar days following the date of the receipt of the check by the employee.

Within seven (7) calendar days following receipt of the grievance by the Administrator, 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.

If the grievance is not resolved then, either the Union or the Employer may petition the State of Minnesota Bureau of Mediation Services no later than forty-five (45) days after the registration of the grievance to mediate the grievance. Either party may within ten (10) calendar days of receipt of a petition for mediation, on a case-by-case basis, give written notice to the other party of their intent to bypass this mediation step, in which case the grievance may be advanced to arbitration.

Step 3: If no settlement is reached within the time frame above, it shall be referred to arbitration. A joint written request shall be made for the Federal Mediation and Conciliation Service (FMCS) to submit the names of five (5) qualified arbitrators, including personal history and arbitration experience of each.



Either party may request a second panel of five (5) qualified arbitrators if the first panel is unsatisfactory. When a second panel is requested, the arbitrator will be chosen from the second panel. Upon receipt of such panel of arbitrators, the parties shall meet, and upon failure to agree upon the arbitrator, each party shall advise FMCS of its order of preference by numbering each name on the panel and submitting the panel in writing to the Service. The FMCS will select an arbitrator from the panel so submitted in accordance with its rules and regulations.

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 not have authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement.

The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue.

The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Employer, Union and employees involved. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

The time limitations set forth herein relating to the time for filing a grievance and the demand of 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 herein may be extended by mutual agreement of the parties.

## **ARTICLE 12**

### **REST PERIODS AND LUNCH PERIODS**

All employees will be entitled to a fifteen (15) minute rest period for each four (4) consecutive hours worked. However, two (2) rest periods shall be provided whenever an employee is required to work six (6) or more hours in a day. All lunch periods will be on the employee's own time and rest periods on the Employer's time. Rest periods and lunch periods for the individual employees shall be scheduled by the Employer so as not to interfere with the Employer's operations.

## **ARTICLE 13**

### **PAID TIME OFF AND SHORT TERM DISABILITY – BENEFIT EMPLOYEES ONLY**

Definition and purpose: Effective July 1, 1991, a new program combining the previous benefits of vacation, sick leave and floating holiday(s) began. The intent of this change was to provide for designated days each employee can request to be off prior to the posting of the work schedule (PTO) as well as a short-term disability "bank" (STD).

## **A. PAID TIME OFF (PTO)**

### **1. Accruals.**

Employees shall accrue PTO at the following rates. The accruals are based on compensated hours and are accrued each pay period. Except for new employees, accruals are earned and credited to each employee's PTO account as being available to use every pay period. New employees accrue PTO on a pay period basis but do not earn it or have it available to use until the first pay period following ninety (90) days of employment.

Accrual schedules are as follows: The accrual factor multiplied by the number of compensated hours equals the number of PTO hours the employee is accruing. Examples of hours earned:

#### **For employees on the payroll prior to October 1, 2005:**

<b>Years of Service</b>	<b>Accrual Factor</b>	<b>Every 520 Compensated Hours</b>	<b>Every 2,080 Compensated Hours</b>	<b>Maximum Accrual*</b>
1	0.06202	32.25 Hours	129 Hours	194 Hours
3	0.08077	42.00 Hours	168 Hours	252 Hours
5	0.08510	44.25 Hours	177 Hours	266 Hours
10	0.10385	54.00 Hours	216 Hours	324 Hours
15	0.11587	60.25 Hours	241 Hours	362 Hours
20	0.11923	62.00 Hours	248 Hours	372 Hours
25	0.12308	64.00 Hours	256 Hours	384 Hours

\*One and one-half (1 1/2) times hours.

**For employees hired October 1, 2005 and after September 31, 2013:**

<b>Years of Service</b>	<b>Accrual Factor</b>	<b>At 520 Compensated Hours</b>	<b>At 2080 Compensated Hours</b>
1	0.04615	24.00 hours	96 hours
2	0.06546	34.00 hours	136 hours
5	0.08510	44.25 hours	177 hours
7	0.08894	46.25 hours	185 hours
10	0.10385	54.00 hours	216 hours
15	0.11202	58.25 hours	233 hours
20	0.11587	60.25 hours	241 hours

**As of October 1, 2013, scale has changed to below.**

<b>Years of Service</b>	<b>Hours To Be Accrued if you work 40 hours per week (otherwise prorated)</b>	<b>Accrual Rate per hour worked</b>	<b>Max Accumulation</b>
0 to 2 years	64	.0312	80 hours
2 to 5 years		.05076	137 hours
5 to 12 years	145	.06974	196 hours
12 or more years	185	.0892	250 hours

## **2. Accruals, Maximums and Liquidation**

Because it is important for employees to take paid time off away from work, no employee shall be allowed to have any more than one and one-half (1-1/2) times his/her annualized accrual in the PTO account at any point in time.

Once each year, at the end of the third calendar quarter, an employee can choose to liquidate a portion of his/her PTO account and receive a cash payment in lieu of paid days off. This liquidation is limited to one-half (1/2) of the PTO account balance. Any or all of the remaining one-half (1/2) can be transferred to the employee's STD account. Once transferred to the STD account it cannot be transferred back to the PTO account.

## **3. Use of PTO**

### **a. Scheduled**

An employee shall be entitled to remain away from work for seven (7) days for each week of scheduled paid time off (PTO). Wherever practicable, the Employer will cooperate in scheduling PTO to coincide with an employee's regularly scheduled days off. Any

disputes over scheduling of PTO shall be raised with the Union and the Administrator.

The scheduling of paid time off (PTO) shall be handled as follows:

- Requests for time off between January 1 and April 30 must be made by November 15. The Employer must respond to the request no later than December 1.
- Requests for time off between May 1 and August 31 must be made by March 15 with the Employer response due by April 1.
- Requests for time off between September 1 and December 31 must be made by July 15 with the Employer response due by August 1.

Requests made by employees in accord with this schedule shall be granted on the basis of seniority. Employees who do not submit a timely request for PTO or who fail to take approved PTO shall forfeit any seniority claim regarding PTO scheduling.

The Employer shall not change any scheduled PTO once it has been approved.

b. **Unscheduled**

- 1) In order to be able to use PTO on an unscheduled basis there must be a minimum of one (1) hour notification for the day shift and two (2) hours notification for the afternoon and night shifts. An employee may be required to present a statement from a doctor to validate said illness if so requested by management. Excessive use of PTO on an unscheduled basis will subject the employee to discipline. PTO, if available, will not be required to be used two (2) times per rolling calendar year as long as proper call in procedure is followed.
- 2) Any employee who trades shifts with another employee and ends up not working a scheduled shift or is absent for another reason must use PTO hours if they have more than eighty (80) hours accrued in their bank. If they have less than eighty (80) hours accrued the employee may choose whether or not to have the hours paid through PTO.

4. **Compensation**

Employees shall be compensated in accord with the number of PTO hours they have been approved to use. PTO pay of forty (40) hours or more shall be paid to any employee on a separate check preceding the PTO period provided the PTO is requested and approved in writing at least four (4) weeks prior to the PTO period.

5. **Designated Holidays**

If a designated holiday for which a regular full-time employee is eligible for

compensation falls within a period of scheduled PTO, the full-time employee shall not be granted PTO hours in place of the holiday.

Because a regular part-time employee is not eligible for pay for a holiday not worked, the time taken off on a holiday would be charged against and paid through their available PTO.

## **B. SHORT-TERM DISABILITY (STD)**

### **1. Accruals**

Employees shall accrue four (4) hours of STD for each one hundred seventy-three (173) compensated hours (an accrual factor of .023). In addition to the initial notice of account balance, employees shall be notified twice each year of his/her STD account balance. The information shall be provided at the end of the first and third calendar quarters of each year.

### **2. Use**

Employees may use STD hours under the following conditions;

- a. Payment triggered after six (6) consecutive calendar days of disability, personal injury and/or injury, documented to the employer's satisfaction by a Medical Doctor's excuse with a diagnosis, and an MD's certification of the specific dates on which the employee was unable to work due to such personal illness and/or injury. Following such six (6) consecutive calendar days, the payments will be effective the first day of the covered disability causing the inability to work;
- b. Payment beginning with the first day of a personal hospitalization; or
- c. Payment beginning with the day of a visit to an emergency treatment center/facility if the employee receives emergency treatment or a Medical Doctor's office visit for any medical condition which cannot be made non-contagious within three (3) days, or injured and receives written medical orders not to return to work for a specified period of time for three (3) days or more.

Total STD payments will be limited to the total hours an employee accrues based on hours worked.

For c. above, any controversy or disagreement over medical orders to be away from work may require a review by a physician chosen by the company. The opinion of the physician chosen by the company will be final and binding.

### **3. STD Payout upon Retirement**

An employee who retires will be paid forty percent (40%) of the balance in the employee's STD account, providing he/she meets one of the following conditions:

Retirement at age sixty-five (65);  
Retirement with twenty (20) years of service; or  
Years of service plus age at retirement equals seventy (70).

## **ARTICLE 14**

### **LEAVES OF ABSENCE**

#### **A. JURY DUTY**

Employees who are called to serve on jury duty or summoned as a witness shall be paid for actual hours worked for the Employer. If this pay, together with his jury pay, does not equal his regular pay, the Employer will make up the difference for a maximum period of fifteen (15) calendar days annually, which occur within 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 the Employer while serving on a jury will be required to turn in to the Employer the jury duty pay for the period he served on the jury, not to exceed fifteen (15) calendar days annually.

#### **B. FUNERAL 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, children, step children, brother, sister, legal guardian, grandchildren). One extra day will be provided for the death of a parent, spouse or child. If the employee is required to make arrangements for a parent, spouse or child, one additional day will be granted (up to a maximum of five [5] days total). Such leave shall be the day of the funeral and the days before and after unless different days are agreed to between the employee and the Employer. A significant other may be substituted for a spouse at management discretion.

Two (2) days shall be granted for attending the funeral of a current spouse's parents, grandparents, brothers or sisters. An employee must attend the funeral in order to receive funeral leave.

#### **C. MEDICAL LEAVE**

After the completion of an employee's probationary period, he/she will be eligible for an unpaid medical leave. The request for a medical leave must be written and submitted to the Employer within a reasonable time in advance of the desired commencement date. The leave request will not be unreasonably denied. The written request must be accompanied by a physician's statement documenting the medical necessity for the leave, including an estimate of the approximate length of time of the absence and the intended commencement date, and in case the leave commencement date is not defined (such as pregnancy), when the employee will no longer be able to perform all position responsibilities. An unpaid leave of absence will be granted for a maximum of six (6) months.

However, upon written request by the employee, certified in writing by a physician, a medical leave may be extended for a reasonable period of time as agreed upon between the Administrator and the employee, beyond the agreed upon ending date of the original leave in the event of a medical necessity which endangers the

employee's health.

Accumulated STD days must be applied before the leave of absence begins. In any event, the employee must begin using STD, PTO, or commence the leave of absence no later than the date his physician has stated it is no longer safe for the employee to perform his full range of duties.

If the employee chooses to return to work early, prior to the originally agreed ending date of the leave, he/she must give the Administrator thirty (30) days written notice of desire to return.

Prior to return to work, the employee must furnish the Administrator with a report from the physician certifying that he/she is capable of performing the full range of duties to which he or she is assigned.

No wages are paid during the medical leave and all benefits are suspended, except that seniority will continue to accrue.

For leaves of less than ninety (90) days, the employee's job will be held for them. For leaves greater than ninety (90) days, the employee will be returned to a similar job, and every effort will be made to return them to the same job.

**D. PERSONAL LEAVE OF ABSENCE**

Requests for leaves of absence for reasons other than illness, disability pregnancy or jury duty shall be made in writing and a copy thereof sent to the Union by the Employer. This request is to be made to the Director of Nursing (or designee) or the Administrator. Such requests may be granted at the discretion of the Employer where conditions warrant on a nondiscriminatory basis. No such leave of absence shall be granted for gainful employment. No employee shall accrue seniority while off on a personal leave of absence except when an employee is on a personal leave of absence for educational purposes.

**E. LEAVES OF ABSENCE - SENIORITY**

Any employee granted a leave of absence for illness, pregnancy, physical disability or jury leave, shall not have his seniority changed unless his leave of absence exceeds six (6) months. No credit for purposes of wage increments, vacation or sick leave shall be given during the period of a leave of absence, but an employee shall not lose service previously accrued.

**F. FAMILY AND MEDICAL LEAVE ACT**

An employee shall receive a leave of absence for child rearing, or serious medical condition of a parent, spouse or child for up to twelve (12) weeks in any twelve (12) month period consistent with the provisions of the Family and Medical Leave Act (FMLA) of 1993.

**G. MILITARY LEAVE**

**ARTICLE 15**  
**MINIMUM STANDARDS**

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 violative of this Agreement or state or federal law.

**ARTICLE 16**  
**STRIKES AND LOCKOUTS**

The Union agrees that for the full term of this Agreement and any renewal or extension thereof, it will at all times cooperate fully with the Company in maintaining a level of care deemed necessary by the Company and to operate an efficient center.

The Union agrees not to call, authorize, condone, or support any strike, slow-down, stay-in, or sympathy strike at the Company's operation covered by this Agreement during the life of this Agreement, and agrees not to authorize, condone or support any interference with the level or quality of care or interference with egress or ingress to the Company's property. In the event that any employee engages in a strike, slow-down, stay-in, sit-down, picketing, or boycott of the company, there shall be no financial liability on the part of the Signatory International Union, Local and/or its officers thereof, provided the Union, upon notification of the existence of such condition, issues a written statement directed to its members, advising them to return to their jobs, and to cease any action that will adversely affect care of services to residents, including maintenance and recognition of any representative of the local Union, and a copy will be sent to the Company. Such notice shall be signed by an authorized representative of the local Union and a copy will be sent to the Company. The Union further agrees that it will promptly take such other action and reasonable steps as may be appropriate in an effort to terminate any such interference with care or services to residents. Upon the Union's meeting the herein listed conditions, the Company agrees not to institute an action for damages.

It is further agreed that if any employee, or employees, violates any provision of this Article, such employee, and those participating with him, may be disciplined up to and including discharge. In administering such discipline, the Company may distinguish between leaders and other participants in an unauthorized work stoppage, strike, or slowdown, or interference with care of services to residents, or interference with egress or ingress to the employer's operation.

The Company agrees that during the terms of this Agreement there shall be no lockout, provided, however, that neither this provision nor any other provision of this Agreement shall be construed as requiring the Company to stay in continuous operation.

**ARTICLE 17**  
**SEVERABILITY CLAUSE**

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



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 18**

### **INSURANCE BENEFITS**

#### **A. BASIC LIFE INSURANCE**

The Employer will provide, at no cost to the employee, \$10,000 of basic life insurance coverage to RNs and LPNs working between forty-eight (48) and sixty (60) hours per pay period who have completed their probationary period. This coverage will be available on the first day of the month following completion of the employee's probationary period for new employees. For current employees, coverage is effective January 1, 2010.

For those RNs and LPNs who are scheduled for at least sixty (60) hours per pay period, the Employer will provide, at no cost to the employee, basic life insurance coverage equal to one times their basic annual earnings, rounded up to the next \$1,000, subject to a maximum of \$250,000. This coverage will be available on the first day of the month following first thirty (30) days of probationary period for new employees. Coverage is effective January 1, 2010, for current employees.

#### **B. FLEX PLAN**

The employer will permit employees covered under this contract, who work at least forty-eight (48) hours per pay period, to participate in an employer-sponsored program (Flex Plan) which will allow employees to pay for medical and/or dental premiums and certain medical and dependent care expenses on a pre-tax basis. The administration of this plan is subject to applicable laws and IRS regulations as well as guidelines provided by the Employer.

##### **1. Medical/Dental Premium Conversion**

This program allows the employee to have his/her medical and/or dental insurance contributions deducted from his/her paycheck on a pre-tax basis. This program is automatic upon enrollment in medical or dental insurance. An employee who does not wish to have the contributions made on a pre-tax basis must notify the Employer in writing upon insurance enrollment.

##### **2. Medical Expense Reimbursement**

This program allows the employee to have pre-tax dollars deducted from his or her paycheck to cover medical expenses not reimbursed by insurance. The maximum amount allowable will be set each year by the Employer. The employee must complete the required annual enrollment form by the date specified by the Employer.

##### **3. Dependent Care Expense Reimbursement**

This program allows the employee to have pre-tax dollars deducted from his or her paycheck to cover dependent care expenses up to \$5,000 (family) maximum. The employee must complete the required annual enrollment form by the date specified by the Employer.

**C. ANNUAL ENROLLMENT**

Each year the Employer will hold an annual enrollment period to allow employees to make certain changes in their benefit plans. The employees will be able to renew or discontinue participation in the Flex Plan, to change medical plans (EPO/PPA+), or change from benefits plan to "no benefits" pay, for the upcoming calendar year.

**ARTICLE 19**  
**RETIREMENT PLAN**

**A. EMPLOYER CONTRIBUTION PLAN**

Employees covered under this contract become eligible for the Volunteers of America Retirement Plan once all of these requirements are met: completion of twelve (12) months of Volunteers of America service, one thousand (1,000) hours of service in the past twelve (12) months, and attainment of age twenty-one (21).

Under this plan, Volunteers of America makes a contribution on behalf of an employee, as a percentage of the employee's wages. This percentage is subject to change from time to time. Employee pension benefits under this plan are fully and automatically vested upon completion of five (5) years of continuous service or the attainment of early retirement age (age fifty-five [55]).

**B. EMPLOYEE CONTRIBUTION PLAN**

Employees covered under this contract who are scheduled to work at least one thousand (1,000) hours per year may elect to contribute to a voluntary tax-deferred 403(b) plan any time after hire.

Through a salary reduction agreement with Volunteers of America, employees may have a portion of their compensation contributed to this plan. Employees may choose from a number of different investment options for their contributions.

**ARTICLE 20**  
**NON-DISCRIMINATION**

An employee covered by this agreement shall not be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement on account of race, color, religious creed, national origin, sex, sexual orientation or handicap. Any employee complaint subject to the grievance and arbitration provision of this contract must be filed to the Employer before any action is commenced by the employee to an outside agency. Failure to file a timely grievance holds the Employer harmless from being required to respond to the alleged complaint through an outside agency or this contract.

## ARTICLE 21

### LABOR-MANAGEMENT MEETINGS AND AMENDMENT TO AGREEMENT

#### **A. LABOR-MANAGEMENT MEETINGS**

Labor-Management meetings shall be set at the discretion of the Union and the employer.

#### **B. 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 so long as it does not interfere with the Employer's business.

#### **C. AMENDMENT TO AGREEMENT**

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

## ARTICLE 22

### Termination

This Agreement shall be effective from the date hereof, except as otherwise specifically provided, and shall continue in full force and effect through the 30<sup>th</sup> day of September 2019, except as otherwise specifically provided, 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 on the date and year first above written.

#### **FOR THE EMPLOYER:**

By:   
Representative for the Homestead at Anoka, Inc.

3-27-2018  
Date:

#### **FOR THE UNION:**

By:   
Paul Crandall, Secretary-Treasurer UFCW Local 653

3-27-18  
Date:

**ARTICLE 23**  
**SUCCESSORSHIP**

In the event of any sale, purchase, merger or other transaction affecting the ownership of Employer's nursing home business or ownership of the assets of Employer's nursing home business, Employer shall make known to the Union prior to said transaction the nature of the transaction and further, 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, all employees of employers who are parties to the transaction and this Agreement shall be provided employment by the successor employer, whether the successor be a signatory party to this 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 shall 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 reverse order according to the amount of continuous service with the employee's respective predecessor employer.

## APPENDIX A

### LETTER OF UNDERSTANDING BY AND BETWEEN THE HOMESTEAD AT ANOKA, INC. AND UFCW LOCAL 653

#### RE: ONE OUT OF THREE (3) WEEKENDS

It is agreed by and between The Homestead at Anoka, Inc., hereinafter the Employer, and UFCW Local 653, hereinafter the Union, that the following employees be kept in the one out of three (3) weekend scheduling system subject to the conditions herein. The nurses covered are:

Robin Wallace

These nurses will maintain their one out of three (3) weekend schedules until they leave their employment, choose to change voluntarily, or bid into another shift or department. The top three (3) senior employees will be allowed to work one out of three (3) weekends once the employees that are there now leave that position. The least senior employee will work every other weekend if the number of active nurses in the bargaining unit falls below nineteen (19).

#### FOR THE EMPLOYER:

By: Nancy L. [Signature]  
Representative of The Homestead at Anoka, Inc.

Date: 3-27-2018

#### FOR THE UNION:

By: Paul Crandall [Signature]  
Paul Crandall, Secretary-Treasurer UFCW Local 653

Date: 3-27-18

**Letter of Understanding**  
**By and Between**  
**The Homestead at Anoka Inc.**  
**And**  
**United Food and Commercial Workers Local 653**

**Addendum:**

Allow any VOA discretionary bonuses to be paid to union members without negotiations until contract ends.

**FOR THE EMPLOYER:**

By: Nancy [Signature] Asst Secretary  
Representative for The Homestead of Anoka Inc.

Date: 3-27-2018

**FOR THE UNION**

By: Paul Crandall  
Paul Crandall, Secretary-Treasurer UFCW Local 653

Date: 3-27-18


**Letter of Understanding**  
**By and Between**  
**The Homestead at Anoka Inc.**  
**And**  
**United Food and Commercial Workers Local 653**

**Addendum to weekend call-in:**

If you call off on a scheduled weekend shift to work, and you make up your weekend absence, it will not count as an occurrence. This make-up shift will need to occur on your next unscheduled weekend and will not count as an occurrence one (1) time in a rolling calendar year.

For example, if you are scheduled to work October 14, 2017 and call in, using the proper call-in procedure, you will be required to work a full shift the next unscheduled weekend. In this example, the next unscheduled weekend would be October 21, 2017, which you would be assigned a shift to work, in order to have this not count as an occurrence on your attendance tracking.

**FOR THE EMPLOYER:**

By:  Date: 3-27-2018  
Representative for The Homestead of Anoka Inc.

**FOR THE UNION**

By:  Date: 3-27-18  
Paul Crandall, Secretary-Treasurer UFCW Local 653


**Uniform/Footwear allowance**  
**By and Between**  
**The Homestead at Anoka Inc.**  
**And**  
**United Food and Commercial Workers Local 653**

Sunsets at the end of the contract period, September 30, 2019.

All RN's and LPN's, after one (1) continuous year of employment, will receive a uniform allowance of \$50.00 in 2018 and \$50 in 2019. The employee must complete the required paperwork and submit a receipt upon purchase in order to be reimbursed.

This allowance will sunset at the end of the collective bargaining agreement.

**FOR THE EMPLOYER:**

By:  Date: 3-27-2018  
Representative for The Homestead of Anoka Inc.

**FOR THE UNION**

By:  Date: 3.27.18  
Paul Crandall, Secretary-Treasurer UFCW Local 653