

**AGREEMENT**

**BETWEEN**

**HEALTHCARE SERVICES GROUP, INC.**

**d/b/a**

**THE ESTATES AT BLOOMINGTON**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS UNION**

**LOCAL 663**

**Effective January 1, 2021**

**through**

**December 31, 2023**

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## **AGREEMENT**

This Agreement is made and entered into by and between Healthcare Services Group, Inc., d/b/a The Estates at Bloomington, 9200 Nicollet Avenue South, Bloomington, Minnesota, hereinafter referred to as the "Employer," and the United Food and Commercial Workers Union, District Local 663, 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:

### **1. RECOGNITION OF UNION**

#### **1.1 Sole Representative**

The Employer recognizes said Union as the sole representative of all of its non-professional, regularly scheduled employees and licensed practical nurses, within the bargaining unit certified by the National Labor Relations Board, excluding registered nurses, office clerical employees, administrators, guards and supervisors as defined in the National Labor Relations Act and temporary or casual employees (those employees working less than thirty-two hours a month), for the purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified.

#### **1.2 Union Security**

All employees covered by this agreement who are now or may hereafter become members of the Union, shall during the life of this agreement, or any renewal thereof, remain members of the Union as condition of employment. All present employees who are not members of the Union shall become and remain members not later than, the thirtieth (30) day calendar day or completion of their sixty (60) day probation period, whichever is applicable, following the execution of this agreement. All new employees shall, not later than the completion of sixty (60) calendar days of employment, become and remain members of the Union during the life of this agreement and any renewals thereof, and will become and remain members in good standing in the Union. Good standing shall be defined as the payment of initiation fees and Union dues and uniform assessments to the Union. Any employee who is delinquent in making the payments is required herein for more than ten (10) calendar days shall be terminated by the Employer upon the Employer's receipt of a written notice from the Union.

#### **1.3 Dues Check-Off**

The Employer agrees to deduct union dues, initiation fees, and assessments from the wages of employees in the bargaining unit who provide the Employer with voluntary, written authorization which shall not be revocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deduction shall be made by the Employer from the wages of employees so authoring twice each calendar month and shall be transmitted to the Union no later than fourteen (14) days after the deduction. In the event that no wages are due the employee, or that they are insufficient to cover the desired deduction, the deduction shall nevertheless be made from the wages of adequate amount next due the employee shall 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 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, upon request by the Employer.

The Employer assumes no obligation, financial or otherwise, arising out of any provisions of this Article, and the Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions required by the Union and made by the Employer hereunder, including the cost of defending against such. Once the funds are remitted to the Union, their disposition thereafter shall be the sole exclusive obligation and responsibility of the Union.

The Employer agrees under the contract requirements above to provide a new employee with a Union Membership Application and Dues Authorization at the time of hire.

The Employer agrees to collect complete membership applications and forward them to the Union on a monthly basis.

#### **1.4 Probation**

New employees shall be classified as probationary employees during the first sixty (60) days of their employment; and during said probationary period, they will have no seniority or right to employment and may be discharged or disciplined with or without cause. The sixty (60) day probationary period may be extended on a case-by-case basis by mutual agreement between the Employer and the Union. Timely requests by the Employer for thirty (30) day extensions of this probation will not be unreasonably denied by the Union. Except as otherwise limited within this Agreement, all provisions of the Agreement apply to probationary employees.

#### **1.5 Union Visits**

The duly authorized representative of the Union may visit Employer's nursing home premises and may confer with the employees of Employer thereat, provided that such visitation is on non-work time and does not interfere with the proper conduct of employees' duties and care of the patients or residents and is in non-work areas unless agreed otherwise by the Administrator or Department Head when the representative reports into such individual at the beginning of the visit. The visit must not interfere with the proper conduct of the employees' duties and care of the residents.

### **2. MANAGEMENT RIGHTS**

The management of the nursing home and the direction of the working forces, including all the responsibilities, powers, and authority, except as they are specifically relinquished or modified in this Agreement, are the sole and exclusive rights and responsibilities of the Employer. Such rights shall include, but not be limited to, the rights to:

1. Plan, direct and control operations and procedures;
2. Determine and schedule services to be performed, the schedule and number of hours of work and work shifts, subcontract work, established job classifications, work assignments and any other matters necessary for the conduct of its operations and business;

3. Hire, promote, demote, layoff, transfer, discharge or discipline for just cause;
4. Determine the number of employees in any classification;
5. Introduce new or improved methods, supplies, equipment or facilities to be utilized;
6. Make and enforce reasonable rules for the efficient conduct of its business and the maintenance of the discipline and efficiency of the working forces;
7. Determine quality and quantity of work performed;
8. Maintain and improve efficiency;
9. Determine methods of compliance with federal and state regulations affecting nursing homes;
10. Discontinue jobs because of valid management and economic reasons; and
11. Decide employee qualifications consistent with federal and state standards.

### **3. PAY PERIODS**

#### **3.1 Pay Periods**

Pay periods begin with the beginning of the first shift on the first day of the pay period and terminate at the end of the last shift on the fourteenth (14<sup>th</sup>) day. Employees shall be paid every two (2) weeks or more often.

#### **3.2 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 the employee. Errors of less than \$50.00 shall be corrected on the employee's next paycheck.

### **4. CLASSIFICATION OF EMPLOYEES**

#### **4.1 Classifications**

Employees shall be classified as follows:

1. Full-time employees are those employees regularly scheduled to work at least sixty (60) hours in a two (2) week period.
2. Regular part-time employees are those employees regularly scheduled to work less than sixty (60) hours in a two (2) week period or more than thirty-two (32) hours per month.
3. Temporary and casual employees are those employees who work less than a thirty-two (32) hour per month schedule of hours. Any employee working more than thirty-two (32) hours per month for more than two (2) months will be considered regularly scheduled and will become a bargaining unit member.
4. The Employer will be able to hire "Summer Replacement Employees" during the period of time from May 15 through September 14. These employees will be allowed to work up to a maximum of ninety (90) calendar days during this period and will not be subject to the collective bargaining agreement. No current employee on the payroll at the start of this period each year may have their hours reduced or changed to accommodate the hiring of these employees.

## **5. HOURS OF WORK**

### **5.1 Workday**

A normal full-time workday shall be seven (7) or more working hours. A normal full-time work schedule shall be sixty (60) or more working hours per two (2) weeks' pay period. No one's schedule will be reduced to meet this change.

### **5.2 Work Schedules**

Work schedules shall be posted in ink or by photocopy at least two (2) weeks prior to the start of the pay period. Schedule changes requested by an employee must be approved in advance by the supervisor. When schedules are changed, an employee shall not be changed from one shift to another (for example, from a day shift to a night shift) as a disciplinary measure.

The Employer will post the schedules for Thanksgiving, Christmas, and New Years at least four (4) weeks in advance of the start of the pay period that includes these holidays.

### **5.3 Weekends**

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

### **5.4 Breaks Between Shifts**

Schedules shall provide employees with eight (8) hours rest between shifts, except in cases of emergency, or the Employer will pay time and one half (1½) for the shift following the break of less than eight (8) hours, except where mutually agreed upon in writing between the employee and the Employer, or in the case of in-service training sessions.

### **5.5 Consecutive Days**

Employees shall not, except upon their mutual agreement in writing with the Employer, work more than seven (7) consecutive days unless overtime is paid for work in excess of such seven (7) consecutive days.

### **5.6 Four-Hour Minimum**

An employee reporting for work at their regular scheduled starting time who has not been previously notified not to report to work shall receive a minimum of four (4) hours work for that day or four hours straight time pay in lieu thereof, except in the case of in-service training sessions or except by mutual agreement in writing between the employee and the Employer.

### **5.7 Call-Ins**

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. This does not apply to in-service training sessions. Employees who are called in for a shift other than their scheduled shift will be paid for the whole shift up to eight (8) hours provided upon accepting the shift they inform the employer what time they will be able to make it to work and it is mutually agreeable.

#### **5.8 Overtime Pay**

Overtime pay shall be one and one-half (1½) times the regular rate of pay. All employees shall be paid overtime pay for all hours over eight (8) hours per workday, eight (8) consecutive hours or eighty (80) hours in a two (2) week period. Overtime payments shall not be pyramided. Employees shall not be required to take time off in lieu of overtime pay.

#### **5.9 Notice When Unable to Report to Work**

Employees shall be required whenever reasonably possible to give the Employer advance notice when they are unable to report to work, on the following basis: one and one-half (1½) hours or more for first shift (a.m.) and third shift (nights); and three (3) hours or more for the second shift (evening).

#### **5.10 Split Shifts**

Split shifts shall not be used as a routine method of scheduling, except at those times when such method is mutually agreed upon between the employee and the Employer.

### **6. WAGES**

#### **6.1 Hours Worked**

Any hour paid directly by the Employer except for overtime premium pay for hours not worked (example: the ½ time in the 1½ overtime pay) shall be considered an hour worked for purposes of computing any employee benefits under this Agreement.

#### **6.2 New Classification**

If any new classifications covered by this Agreement are instituted, the rate of pay shall be negotiated at that time.

#### **6.3 Experience Credit**

The wage ranges in this Agreement are minimums, which may be adjusted based on employee experience. The Employer agrees that new employees will be hired at the maximum to the appropriate range on the pay scale. Said scales are to be applied uniformly both to future hired employees, as well as to existing employees, based on their applicable prior experience as determined on an equitable basis by the Employer.

Previous experience not verified prior to employment will only be recognized going forward.



#### **6.4 Promotions**

Employees who are promoted to a higher paying position shall receive a wage increase equal to the difference between the starting rates of the two (2) job classifications as per the wage scales established in this Agreement.

#### **6.5 Minimum Wage Scales**

In accordance with the minimum wage law the progressions will be as follows:

##### **HOUSEKEEPING**

<b>Years</b>	<b>Current</b>	<b>New</b>
<b>0</b>	<b>\$10.56</b>	<b>\$11.00</b>
<b>1</b>	<b>\$10.87</b>	<b>\$11.30</b>
<b>2</b>	<b>\$11.19</b>	<b>\$11.65</b>
<b>3</b>	<b>\$11.50</b>	<b>\$12.00</b>
<b>4</b>	<b>\$11.81</b>	<b>\$12.25</b>
<b>5</b>	<b>\$12.12</b>	<b>\$12.60</b>
<b>6+</b>	<b>\$12.43</b>	<b>\$12.95</b>

There will be a four percent (4%) increase for everyone on or above scale.

There will be wage reopeners in December 2021 and December 2022, with a January 1, 2021 effective date for wage increases.

The contract duration is a three (3) year agreement.

#### **6.6 Preceptor Pay**

All employees who work as a preceptor shall be paid an additional fifty cents (\$.50) per hour for all hours worked as a preceptor.

### **7. HOLIDAYS**

#### **7.1 List of Holidays**

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

#### **7.2 Floating Holiday**

In addition, employees shall receive a floating holiday on January 1 of each year following their first anniversary, which must be used in the following calendar year. The scheduling of the floating holiday shall be upon the mutual agreement of the employee and the Employer. Employees shall request such holidays on a form to be provided by the Employer, and the Employer shall respond on this form to the employee within fourteen (14) days.

### **7.3 Christmas Day and New Year's Day**

On Christmas Day and New Year's Day, the holiday will be observed as a twenty-four (24) hour period commencing with the start of the evening (p.m.) shift on the preceding day.

### **7.4 Premium Pay**

Non-probationary employees working on any of the above holidays shall receive double time their regular rate of pay for such time worked (for example, an employee who works nine [9] hours on July Fourth will be paid for eighteen [18] hours), except that on Thanksgiving and Christmas, they shall receive double time and one-half starting in 1990. Such premium pay may not be counted toward no pyramided with overtime. If an employee has not completed their probationary period, they will receive their regular rate of pay for hours worked on the holiday.

### **7.5 Holiday Pay**

Full-time employees who do not work on a holiday shall receive one day's pay at their regular straight time rate of pay as holiday pay, provided they have completed their probationary period. Part-time employees with five (5) or more years of service and who do not work on the holiday shall receive four (4) hours of pay at their regular straight time rate of pay.

### **7.6 Part-Time Employees**

Any part-time employee with less than five (5) years of service shall not receive holiday pay.

### **7.7 Part-Time Employees Floating Holiday**

Part-time employees will receive one floating holiday with pay after one (1) year of service. Floating holidays for part-time employees are unscheduled, unpaid days off, except that once approved, if the Employer requires the employee to work on such day, the employee will receive their regular pay plus holiday pay for all hours worked on said floating holiday.

### **7.8 Eligibility for Holiday Pay**

In order to be eligible for holiday pay per Section 7.5, an employee must have worked the regularly scheduled workday before and the regularly scheduled workday after the holiday, except in case of excused absence or illness, where evidence of such illness from a physician satisfactory to the Employer is furnished by the employee.

### **7.9 Absence or Illness on Scheduled Holiday**

Employees who are scheduled to work on a holiday but who do not work on a holiday shall not receive holiday pay, except in case of excused absence or illness, where evidence of such illness from a physician satisfactory to the Employer is furnished by the employee.

#### **7.10 Previous Employee Now on Probation**

An employee who has been previously and continuously employed by Healthcare Services for more than ninety (90) days, but who is now a probationary employee under this Agreement, shall not be considered a probationary employee for purposes of the Holiday provisions of this Agreement.

### **8. SENIORITY**

#### **8.1 Date of Hire**

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 date, seniority shall be based upon total hours worked since most recent date of hire.

#### **8.2 Layoffs**

Employees shall be laid off by inverse order of seniority within the affected departmental job classification and recalled in reverse order (the last laid off in a job classification is the first recalled), provided the remaining employees are qualified to perform the available work. An employee so laid off shall have the right to exercise their seniority by bumping back into a position which he or she had previously held within this facility, provided the employee's most recent evaluation in this position had been satisfactory, and there is currently an employee of lesser seniority employed in such a position. Any employees so displaced shall have the right to similarly bump less senior employees in the department.

#### **8.3 Seniority List**

The Employer shall send the seniority list to the Union every six (6) months.

#### **8.4 Controversies**

Controversies arising over seniority standing are subject to the grievance procedure.

### **9. JOB VACANCY**

#### **9.1 Job Vacancy**

1. 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 for at least seven (7) calendar days (to include at least one [1] Saturday or one [1] Sunday) that such job vacancy exists. During this time employees interested in the vacancy may submit a written application to the department supervisor.
2. Full-time and part-time employees shall have an equal and the first opportunity to apply for such vacancies.
3. 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.

4. If the vacancy is not filled from within the department through the posting requirement, then the vacancy will be filled from outside of the department. The Employer may temporarily fill vacated positions until permanent job assignments are made.
5. Employees granted a transfer to a different position shall enter a ten (10) scheduled workday window period. During this ten (10) day window period, the Employer shall have the right to evaluate and choose to return the employee to his or her previous position; and the employee shall have the right to choose to return to his or her previous position. Seniority, hours since hire, and accrued benefits will transfer without loss.

## **9.2 Additional Hours**

Employees desiring additional hours of employment shall advise the Employer in writing of their desire of such additional hours. In the event hours become available in a department other than a position to be posted as above, the Employer will offer such hours, up to a normal full-time work schedule as defined in this Agreement, to employees in the department who have so requested in order of seniority, provided that:

1. Employees who have been reduced in hours during the previous twelve (12) months will be offered such hours on a seniority basis, up to their previous number of hours prior to the reduction, provided that those hours are available on the shift in which they were reduced and can all be added to the employee's schedule;
2. Such employees are not regularly scheduled so as to create overtime payment obligations under the overtime article of this Agreement;
3. All available hours not taken by requests may be filled by any method at the discretion of the Employer; provided, however, the Employer shall make a reasonable attempt to utilize bargaining unit employees for the hours not taken by request. It is understood that the Employer is only obligated to offer hours that, in the opinion of the Employer, are available; and that the Employer is under no obligation to create additional hours of work to bring an employee up to or exceeding the number of hours normally provided to full-time employees. If the Employer decides to offer premium pay to employees for additional hours, this offer shall also be made according to the above procedure;
4. Once added to the schedule, if an additional shift assigned to an employee is then removed from the schedule with less than six (6) hours advance notice, the employee shall receive four (4) hours pay at their straight time rate.

## **10. TERMINATION OF EMPLOYMENT**

### **10.1 Suspensions, Demotions or Discharges**

The Employer agrees that in the case that a suspension or termination meeting of an employee is going to be scheduled in advanced, the facility will notify a Union Representative. In cases that determine immediate suspension or termination needs to be done, the facility will move forward without notifying the Union. Employees shall be allowed to include their own written accounts and rebuttals to all Employer generated documents in employees' personnel files. Employees shall be paid for scheduled time lost during investigatory suspensions if the allegations are found to be not true. In the event that the Union Representative is not notified prior to the suspension or discharge, the Facility will notify the Union within 72 hours of the discipline.

Employees may not be suspended, demoted or discharged except for just cause. No grievance relating to any disciplinary action shall be valid unless received by the Administrator or Acting Administrator in writing within ten (10) calendar days after 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.

## **10.2 Resignations**

Employees electing to resign or quit their employment will give the Employer two (2) weeks written notice and shall continue in the Employer's service during this two (2) week period, with the exception that the employee may request to leave sooner provided competent replacement can be made by the Employer. The Employer will furnish printed forms for employees' use in resignation.

## **10.3 Two-Week Notice**

The Employer shall give regular full-time employees two (2) weeks written notice of termination, not including layoff subject to recall, or two (2) weeks pay in lieu thereof, except in the case of a discharge for just cause.

## **10.4 Failure to Report**

If an employee fails to report for 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 service record. This clause is for emergency purposes only.

## **10.5 Just Cause**

It is mutually agreed by the Employer and the Union that just cause for termination shall include but is not limited to: resident neglect or abuse, dishonesty, insubordination, job abandonment, or reporting for work or working while under the influence of alcohol, chemicals, drugs or other intoxicants.

# **11. GRIEVANCE PROCEDURE**

## **11.1 Complaints, Disputes, Controversies or Grievances**

All complaints, disputes, controversies, or grievances arising between the Employer and the Union, or any employee covered by this Agreement on or after the effective date of this Agreement, which involve only questions of interpretation or application of any of the provisions of this Agreement, shall be adjusted by and between the parties in the manner provided herein.

An employee with or without his/her steward may submit a grievance orally to the employee's supervisor and must identify a grievance as such. The supervisor shall give the employee an oral response to the grievance within five (5) workdays following the date the grievance was presented. For purposes of this Article, a workday is a day other than Saturday, Sunday or a holiday recognized by this Agreement. Any

grievance based upon the suspension or discharge of an employee shall be referred directly to Step 2 of this procedure within seven (7) workdays following the suspension or discharge. If the grievance has not been settled by oral discussion, the following procedure will apply:

### **11.2 Formal Steps**

**Step 1:** The grievance must be presented in writing to the employee's department head no later than ten (10) workdays after the occurrence of the event which led to the dispute or the date on which the employee should reasonably have known of the event. The written grievance shall state the Article and Section of the Agreement alleged to have been violated, the nature of the violation, the remedy or correction to be desired, and it shall be signed and dated by the employee or the Union Representative involved. The department head will answer all written grievances in writing within five (5) workdays.

**Step 2:** If the grievance is not settled in Step 1, the written grievance must be submitted to the Administrator within five (5) workdays following receipt of the answer from the department head. The Administrator shall reply in writing to the employee and the Union Representative within ten (10) workdays after receipt of the grievance. At the Union's request, the Administrator should meet to discuss the grievance prior to replying to the grievance. If both parties agree to such a meeting, the meeting should be held expeditiously.

**Step 3:** If the grievance is not resolved above, the aggrieved employee and/or Union shall submit the written grievance to the Regional Director of Human Resources, or designee, within five (5) days of receipt of the response from the Administrator.

**Step 4:** If the grievance is not resolved above, then either the Union or the Employer, on a case-by-case basis, may petition the State of Minnesota Bureau of Mediation Services no later than ten (10) workdays after the receipt of the answer in Step 3. 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 as provided pursuant below.

### **11.3 Arbitration**

If the grievance is not settled under Step 4 above, then either party, within ten (10) workdays following the termination of mediation or forty-five (45) days from initiation of the grievance, whichever is later, may:

1. Submit the matter to the FMCS for a list of seven (7) arbitrators, and the parties shall select therefrom one arbitrator as follows: Beginning within seven (7) workdays of the receipt of the list, the Union and the Employer, in that order, shall each alternately strike one name until six (6) names have been eliminated and the one person whose name remains shall be selected arbitrator. The above order of striking arbitrators shall apply for the first arbitration under this Agreement. Thereafter the initiation of the striking process shall be done on an alternating basis.
2. In the further event, should one party fail to participate in a scheduled arbitration proceeding, the other party may proceed unilaterally, and the decision of the arbitrator shall be final and binding upon all parties.

3. The arbitrator shall have no authority to amend, alter, change or set aside any of the terms of this Agreement. The award of the arbitrator shall be made within thirty (30) days from the date of the arbitration.
4. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union and all other expenses will be paid by the party incurring them.

#### **11.4 Miscellaneous**

The retroactive effect of an award of back pay shall be limited to sixty (60) days prior to the time the grievance is filed.

The time limits specified in this Article may be waived or modified by mutual written agreement of the parties at any time. Absent such written agreement, the time limits contained herein shall be strictly construed.

If the Union fails to process the grievance at any step within the above limits, the grievance shall be deemed to have been withdrawn. If the Employer's designated representative fails to answer a grievance within the specified time limits, the Union shall have the right to immediately appeal the grievance to the next step of the grievance procedure. All notices required herein shall be in writing.

### **12. VACATIONS**

#### **12.1 Calendar Year**

Vacation time will be awarded on January 1 of each calendar year and must be taken by December 31 of that year, except as outlined below. Vacation time not taken by December 31 of each year will be forfeited.

#### **12.2 Eligibility**

All full-time and part-time employees shall be eligible for vacation according to the following schedule:

- One (1) week after one (1) year of employment
- Two (2) weeks after two (2) years of employment
- Three (3) weeks after five (5) years of employment
- Four (4) weeks after ten (10) years of employment

Vacation hours paid each week shall be based on the average hours worked the previous year. A vacation week is seven (7) consecutive days including an unscheduled weekend.

#### **12.3 Holidays**

If a holiday falls during an employee's vacation, the employee will receive an extra day of vacation or holiday pay, at the discretion of the employee, if the employee would otherwise have been eligible for holiday pay as provided for in this Agreement.

#### **12.4 No Carryover**

There shall be no carryover of vacation from one calendar year to the next except where an Employee has delayed vacation time at the request of, or for the convenience of, the Employer, or the employee returns from an approved leave of absence, and no time remains in the calendar year in which the vacation can be scheduled.

#### **12.5 Waiting Period**

All new employees must wait twelve (12) months before any vacation is awarded.

#### **12.6 Pro-Rated Amount**

At the end of the twelve-month waiting period, the employee is eligible to receive a pro-rated amount of vacation time which is based on the months remaining in the calendar year. For example, if the employee's waiting period ends in October, there are two (2) months remaining in the calendar year. The employee would receive 2/12 of the yearly vacation amount and must use the vacation time by December 31 of that year. The same system will apply to anniversary vacation increases that fall during the calendar year.

#### **12.7 Pay in Lieu of Vacation Time**

Vacation pay in lieu of vacation time is permitted only upon mutual written agreement between the employee and the facility Administrator or designee.

#### **12.8 Unused Vacation Time**

All employees (excluding LPNs) with less than ten (10) years of experience who give a two (2) week notice and work through it—only emergencies excused by the Administrator will be allowed—will receive a 50% payout of their vested vacation hours. All employees (excluding LPNs) with more than 10 years of experience who give a two (2) week notice and work through it—only emergencies excused by the Administrator will be allowed—will receive a 100% payout of all vested vacation hours. All LPNs who give a thirty (30) day notice and follow the above conditions will receive a 100% payout of all vested vacation hours.

#### **12.9 Arrangements for Vacation**

Arrangements for vacation must be made in a timely fashion and with the approval of the Employer. Every effort will be made to grant vacation at the time requested, providing, however, it does not affect the operations of the facility in a detrimental manner. Requests for vacation must be submitted to an employee's supervisor at least four (4) weeks prior to the requested vacation period, except in the case of a bona fide emergency.

Vacation requests submitted October 1 through November 15 for January 1 through March 1 of the upcoming calendar year shall be approved on a seniority basis. Thereafter, a vacation request calendar will be posted from January 1 through February 15, during which time seniority shall be the deciding factor. The approved seniority schedule will be posted by March 1. After March 1, all vacation requests shall be granted on a first-come, first-served basis. Employees will be limited to using their seniority for



vacations during Christmas week once every five years. Employees may exchange scheduled vacation time with other employees with the approval of the supervisor.

#### **12.10 Pay Prior to Vacation**

Employees shall be paid their vacation before starting their vacation, provided this request is made three (3) weeks prior to the start of the vacation.

### **13. REST PERIODS AND LUNCH PERIODS**

All employees shall be entitled to a fifteen (15) minute rest period for each four (4) hours worked. However, two (2) rest periods shall be provided whenever an employee is required to work seven (7) or more hours in a day. All lunch periods shall be on the employee's own time and rest periods on the Employer's time. Rest periods for the individual employees shall be scheduled by the Employer so as not to interfere with the operation of the Employer's nursing home or health care facility. Employees shall only be required to take the one-half (1/2) hour unpaid lunch break if scheduled to work a shift of six (6) hours or greater.

### **14. SICK LEAVE**

#### **14.1 Rate of Accumulation**

Employees shall accumulate sick leave at the rate of eight (8) hours for each one hundred seventy-two (172) hours worked up to a maximum of two hundred eighty-eight (288) hours for those employees with over ten (10) years of service to the facility and two-hundred forty (240) hours for those employees with less than ten (10) years of experience with the facility. Any employee with less than ten (10) years experience that is above the two hundred forty (240) hours threshold will be frozen at their current level and will be subject to the new limits when their accumulation falls below the cap. Sick leave accumulation shall begin from the first day of employment, but eligibility for paid sick leave shall not begin until after completion of the probationary period and shall apply only to illnesses occurring after completion of such probationary period.

#### **14.2 Sick Pay**

Sick pay shall be based on the regular rate of pay of the employee's position at the time of illness. In any event, any payments received by an employee for any sick leave or injury from other sources, such as worker's compensation payments, insurance payments or similar payments as provided by the Employer, shall be offset against any sick pay due and owing to such employee. Except as provided below, sick leave payment shall begin with the second day of any period of illness.

#### **14.3 First Day Paid Sick Leave**

Any employee who has accumulated one hundred (100) hours or more of sick leave may use such excess sick leave on the first day of any period of illness. Employees with ten or more years of service will be allowed to use sick pay on the first day of an illness, provided they have available sick pay.

When an employee drops below one hundred (100) hours, they become ineligible for first day sick pay until one hundred (100) hours are attained once again. In any case, with any employee eligible for sick

pay, if they are hospitalized as an in-patient on the first day of an illness, the employee is eligible for first day sick pay.

#### **14.4 Pattern of Excessive Absenteeism**

Sick pay shall not be granted for absences from work on the day immediately preceding or following a holiday, or on any day that an employee has requested personal time off and was subsequently denied, without supplying satisfactory evidence of such illness to the Employer. The Employer may require evidence of illness or injury from a physician as a condition for sick leave payment when an employee's absentee record indicates a pattern of absences or excessive absenteeism.

### **15. LEAVE OF ABSENCE**

#### **15.1 Jury Duty**

Non-probationary employees who are called to serve on jury duty shall be paid for actual hours worked for the Employer. If this pay, together with jury duty pay, does not equal 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/she 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 served on the jury, not to exceed fifteen (15) calendar days annually. Probationary employees are not eligible for jury duty pay.

#### **15.2 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, brothers, sisters, current mother-in-law and father-in-law, grandchildren, stepchildren, domestic partner, or any person for whom the employee is/was the employee's legal guardian. Such leave shall be the day of the funeral or memorial service and the days before and after, unless different days are agreed to between the employee and the Employer. The employee must attend the funeral/memorial service in order to receive funeral leave. Probationary employees are only entitled to one (1) day funeral leave, on the day of the funeral.

#### **15.3 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 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 imminent (such as pregnancy), the date it is no longer safe for the employee to perform the full range of duties. An unpaid leave of absence will be granted for a period of time agreed upon between the employee and the Administrator. 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 sick days must be applied before the leave of absence begins. All earned and unused vacation shall be applied to any medical leave of more than ninety (90) days duration. Prior to this, the application of vacation days to medical leave is at the discretion of the employee, provided the employee requests this in a timely fashion that permits crediting to the appropriate payroll. In any event, the employee must begin using sick days, vacation, or commence the leave of absence no later than the date his/her physician has stated it is no longer safe for the employee to perform his/her 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/she is assigned.

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

Upon return from medical leave, an employee will be returned to his or her same position, shift and hours if the leave is ninety (90) days or less. If the leave is more than ninety (90) days, the Employer need only return the employee to the same position/job classification, except that an additional thirty (30) days of guaranteed return to the same shift and hours may be granted in writing at the discretion of the Administrator.

#### **15.4 Unpaid Leaves of Absence**

Healthcare provides three types of leaves of absence, depending upon the circumstances of the employee's need and the employee's employment status: Military Leave, Family and Medical Leave, and Personal Leave. Each is described below.

Requests for any type of unpaid leave of absence must be submitted to your supervisor at least one (1) month in advance of the expected starting date, or as soon as reasonably possible. You will need to state the reason for the leave, the requested date of the beginning of the leave, and the date you expect to return from the leave. Requests normally will be approved or denied within ten (10) days of receipt of the request.

Employees who have been granted unpaid leave are prohibited from working elsewhere in any capacity that is inconsistent with the reason for their leave, without the written permission of their supervisor. Violators may be discharged.

##### **A. Military Leave**

Employees will be granted Military Leave in accordance with applicable law.

##### **B. Family and Medical Leave**

Employees who have been employed for at least one (1) year, and for at least one thousand two hundred fifty (1,250) hours during the preceding twelve (12) month period, and who are working at a worksite where at least fifty (50) Healthcare employees are employed within a seventy-five (75) mile radius, are

eligible for family and medical leave ("FMLA leave"). Employees who are granted such a leave generally will be returned to the same or to an equivalent position upon their return from leave.

FMLA leave is unpaid leave, except that employees will be required to use any available paid sick time during their leave. FMLA leave is not counted against the employee under the Company's attendance policy (until the employee has exhausted the leave time he or she is entitled to).

All employees eligible for FMLA leave may be granted a total of twelve (12) weeks of leave during the twelve (12) month "rolling backward" period that commences with their most recent FMLA leave. In other words, if you are requesting a leave, Healthcare looks backwards from the start date of the requested leave to see if any days were used for FMLA over the prior twelve (12) month period. If so, your current leave, if approved, would be reduced by that amount.

Reasons for FMLA Leave: FMLA leave is available for the following reasons:

- The birth, adoption, or foster care placement of an employee's child or in order to care for the child. This type of leave must begin within one (1) year of the child's birth, adoption, or placement.
- To care for a spouse, child, or parent who has a "serious health condition."
- A "serious health condition" that makes the employee unable to work at all or unable to perform any of the essential functions of his or her job. (This includes absence time covered under workers' compensation.)

Serious Health Condition: A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- Hospital Care. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity<sup>1</sup> or subsequent treatment in connection with or consequent to such inpatient care.
- Absence Plus Treatment. A period of incapacity of more than three (3) consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves: (1) treatment<sup>2</sup> two (2) or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or (2) treatment by a health care provider on at least one occasion which results in "a regimen of continuing treatment"<sup>3</sup> under the supervision of the health care provider.
- Pregnancy. Any period of incapacity due to pregnancy, or for prenatal care.

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<sup>1</sup> "Incapacity" means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

<sup>2</sup> "Treatment" includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

<sup>3</sup> A "regimen of continuing treatment" includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

- **Chronic Conditions Requiring Treatments.** A chronic condition which: (1) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (2) continues over an extended period of time (including recurring episodes of a single underlying condition); and (3) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)
- **Permanent/Long-Term Conditions Requiring Supervision.** A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
- **Multiple Treatments (Non-Chronic Conditions).** Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

**Intermittent and Reduced Work Schedule:** Under certain limited circumstances, employees may take leave intermittently (i.e., in separate blocks of time) or by reducing their normal weekly or daily work schedule. If leave is taken for the birth, adoption, or placement of a child, an employee may take intermittent or reduced work schedule leave only if mutually agreed to, in writing, by the Company.

**Medical Certification of FMLA Leave:** A request for FMLA leave based on the serious health condition of the employee or the employee's spouse, child, or parent must be accompanied by a Certification of Health Care Provider form completed by the applicable health care provider. The Certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. If the employee is needed to care for a spouse, child, or parent, the Certification must so state, along with an estimate of the amount of time the employee will need. If the employee has a serious health condition, the Certification must state that the employee cannot work at all or is unable to perform any of the essential functions of his or her job. (Certification forms can be obtained from Healthcare's Benefits Department or through your supervisor.)

**Benefits During FMLA Leave:** If you are already covered under the Company's health insurance plan at the start of your FMLA leave, you will be retained on the Company's health insurance plan under the same conditions that applied before leave commenced. To continue this insurance coverage, you must continue to make any contributions that you were making before taking leave. Failure of the employee to pay his or her share of the health insurance premium may result in loss of coverage.

If you fail to return to work after the expiration of the FMLA leave, you will be required to reimburse the Company for its payment of health insurance premiums during the leave, unless the reason you fail to return is due to the presence of a serious health condition which prevents you from performing your job, or to circumstances beyond your control.

**Status Updates:** At least once during every thirty (30) days an employee is on FMLA leave, he or she must contact his/her supervisor to provide an update on his/her status and his/her intention to return to work.

**Restoration to Employment:** An employee returning from FMLA leave will be restored to his or her former position and shift or to a position with equivalent pay, benefits, and other terms and conditions of employment. However, the Company cannot guarantee that an employee will be returned to his or her original job. Moreover, an employee returning from FMLA leave has no greater right to reinstatement than if that employee had been continuously employed during the leave period.

**Return from FMLA Leave/Certification of Ability to Return:** If an employee wishes to return to work prior to the expiration of the FMLA leave of absence originally requested, notification must be given to the employee's supervisor at least two (2) working days prior to the employee's planned return. Furthermore, if the leave was based upon the employee's own serious health condition, and the leave was longer than two (2) weeks in length, the employee must present a note from his or her health care provider stating that the employee is able to return to work.

**Failure to Return from FMLA Leave:** The failure of an employee to return to work upon the expiration of FMLA leave will subject the employee to immediate termination, unless an extension is granted as a Personal Leave. Requests for such extensions must be made to the employee's supervisor. This request for Personal Leave (see Personal Leave below) should be made as soon as the employee realizes that he or she will not be able to return at the expiration of the FMLA leave period.

#### **C. Personal Leave**

Employees who have completed their probationary period may apply for a Personal Leave for a period of up to three (3) months for reasons other than those listed above. Personal Leave may also be requested by employees who have completed their probationary period but who do not meet the eligibility requirements for FMLA leave, or who have exhausted their FMLA leave, or by employees who need a period of leave due to a "disability" within the meaning of the Americans with Disabilities Act (or similar state law).

Personal Leave requests are not granted automatically; rather, the decision whether to grant a request for Personal Leave is within the sole discretion of the Company. Factors that the Company will consider include: the employee's work history, including attendance records; the Company's operational/staffing needs; and requirements under the Americans with Disabilities Act (and comparable state laws).

An employee returning from Personal Leave usually will be restored to his or her former position and shift or to a position with similar pay, benefits, and other terms and conditions of employment. However, Healthcare cannot guarantee that an employee out on a Personal Leave will be returned to his or her former position.

Employees on a Personal Leave shall not accrue vacation, holiday, or sick leave. Employees on a Personal Leave of more than one (1) month who are covered under the Company's health insurance plan at the start of that Personal Leave shall be offered the opportunity, under COBRA, to continue that coverage at their own expense, provided they make timely payments.

#### **15.5 No Change of Anniversary Date**

An employee shall not have an anniversary date or date of hire changed because of leave of absence.

Unpaid leaves of absence shall not be computed as working time for the purposes of computing vacation allowances, pay or other purposes under this Agreement.

#### **16. HEALTH AND SAFETY**

The Employer agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard. This includes the Employer's commitment to comply with all federal, state, and local laws and regulations. The Employer agrees to promptly investigate all hazards, unsafe conditions, and accidents brought to its attention and promptly remedy all hazards and unsafe conditions its investigation reveals.

There shall be up to two (2) UFCW Local 663 members with a Union Representative selected by the Union to participate in Monarch's Health and Safety Committee. The Company shall choose two (2) representatives of its own. This committee will be responsible for reviewing all safety incidents, concerns, planning and evaluation, and will make recommendations for corrective action and improvements. This committee shall meet quarterly, scheduled around business needs, not to exceed three (3) hours in length, with minutes and action items to be posted in the facility.

#### **17. INFECTIOUS DISEASE PREVENTION**

A. The Employer and the Union recognize the importance of maintaining and protecting the health of employees and patients and patients within the Facility and throughout the community. The Employer shall maintain Infectious Disease program and policies in compliance with state and/or federal regulations. Policies and procedures related to infectious diseases shall be readily accessible to all employees.

B. **Personal Protective Equipment:** The Employer will provide adequate and appropriate personal protective equipment, unless unavailable due to supply chain shortages, and appropriate training on its use. It is the responsibility of the employee to properly utilize the appropriate protective equipment once trained.

The employer will train employees during paid work time how to properly put on, remove and dispose of PPE.

The Employer will provide employees adequate paid work time to put on, take off and dispose of PPE.

C. **Pandemic Specific Agreements:** In the event that the peacetime emergency is a pandemic, the Employer agrees to:

1. Maintain a confidential log of employees who are ill, have been tested if applicable, are quarantined, are on leave, or are eligible for government provisions during the peacetime emergency. Employees are required to alert employer as to testing status.

2. Regular communication with employees regarding decisions that affect the workplace, provisions to address the declared peacetime emergency, local and state-wide guidelines that are related to the declared peacetime emergency, and other necessary information.
3. The Employer will alert employees who shared workspace with an employee who tests positive as long as doing so does not violate the privacy rights of the employee who tested positive.
4. Inform employees of eligibility for available leaves under government provisions and/or the contract, including the Employees must inform the employer of their need for leave.

#### **Continuation in Working Conditions and Benefits**

**Employee Status:** All employees who during the declared peacetime emergency who the Employer lays off or whose hours the Employer reduces will maintain their status as employees of the Employer as is provided for in the provisions of this agreement including leave allotments, recall rights from layoff, continuation of seniority, maintenance of wage rate and restoration of leave upon recall from layoff.

### **18. MINIMUM STANDARDS**

No employee shall suffer, as a result of the execution of this Agreement, any reduction in wages or lose any benefits not part of this Agreement which were previously mutually agreed upon between the Employer and an employee, except for benefits which may have increased or decreased as a result of the execution of this Agreement.

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 violative of this Agreement or state or federal laws.

### **19. NO STRIKE/NO LOCKOUT**

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



## **20. SEVERABILITY**

### **20.1 Force and Effect**

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.

### **20.2 Invalidation**

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.

## **21. SUCCESSIONSHIP**

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. The new Employer shall recognize the Union and the Agreement with all its provisions and grant to all Employees all rights and benefits provided. The new Employer shall have the contractual probationary period applied to all Employees including the extension if the Employer has reasonable doubt of an Employee's performance.

## **22. BENEFIT PLANS**

### **22.1 Healthcare Services Group Health Plan**

Eligible full-time employees may participate in the Healthcare Services Group Health Plan on a corporate-wide basis. The specific benefits of the plan, as well as the plan itself, are subject to change or improvement at the Employer's sole discretion, including the amount paid or coverage of such plans by the Employer and employees who elect the coverage. In the event such changes or improvements occur during the life of this Agreement, the Employer need not seek the Union's prior agreement, but the Employer will promptly notify the Union in advance of the changes or improvement and the effective date thereof. The current level of Employer contribution is seventy-five percent (75%) of single employee coverage.

#### **22.1B Group Life Insurance**

The Employer shall continue to provide, at no cost to full-time employees, a life insurance policy that pays up to \$10,000.00. The actual life insurance payout will be determined at the time the claim is filed, and in accordance with the plan document.

## **22.2 HMO**

The Employer will provide an HMO alternative to be mutually agreed upon between the Employer and the Union (provided the HMO agrees to establish this arrangement in a fashion acceptable to both the Union and the Employer). The specific details of participation in and provisions of this plan may occasionally be changed or improved at the discretion of the Employer. In the event that such changes occur during the life of this Agreement, the Employer need not seek the Union's prior agreement, but the Employer will promptly advise the Union in advance of such changes or improvements and the effective date thereof.

## **22.3 Employer's Contribution to HMO**

The Employer will contribute the same amount that is applicable toward the Healthcare Services Group Health Plan to the HMO alternative, should an employee select this coverage.

## **22.4 Dental Coverage**

Eligible employees may enroll in the Healthcare Services Group Dental Plan in accordance with the provisions of said plan, provided the employee pays the full premiums for such. All details of this plan, including specific benefits and premiums, are subject to change at the Employer's sole discretion.

## **22.5 Healthcare Services 401(K) Savings Plan**

Employees may participate in the Healthcare Services, Inc. 401(k) Savings Plus Plan. This plan and plan benefits are subject to change. In the event that such changes occur during the life of this Agreement, the Employer need not seek the Union's prior agreement, but the Employer will promptly advise the Union in advance of such changes or improvements and the effective date thereof.

## **23. NONDISCRIMINATION**

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 will discriminate against any employee covered by this Agreement on account of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, status with regard to public assistance, or handicap.

## **24. HEALTH PROGRAM**

- A. The employer will provide, without cost to all employees, any vaccines that are deemed a condition of employment.
- B. In the event test is required by the Minnesota Department of health for infection control, the Employer agrees to provide testing to all Employees at no cost to the Employee. With the understanding that Employee may be required to submit health insurance information to the facility so it can be billed to the health plan. Any employees that do not have any health insurance will not be billed.

#### **25.7 Uniforms**

The Employer shall supply two (2) uniforms at the completion of the probationary period and two (2) each year for full-time employees, and one (1) for part-time employees thereafter on employee's anniversary date.

#### **25.8 Orientation**

The Employer agrees that it will permit union representatives and/or stewards to attend all orientations to discuss for at least fifteen (15) consecutive minutes the benefits under the agreement and of union membership.

The Employer agrees to provide the union advance notice of the dates, times and locations of all orientation sessions and provide a list of workers including name, address, home number, cell number, email, department, job classification, date of hire, social security number, wage rate, work location, hours and company employee ID number.

#### **25.9 Bulletin Boards**

The Employer agrees to provide a bulletin board in the facility and will permit the Union to post and maintain any notices pertaining to Union business in connection with employees covered by this Agreement.

#### **25.10 Shop Stewards**

The Employer shall recognize shop stewards appointed by the Union in all areas of the facility however the performance of his/her duties shall not affect his/her work and shall not interfere with the operation of the business.

## **25. MISCELLANEOUS**

### **25.1 Labor-Management Meetings**

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

### **25.2 Labor Conventions**

The Employer agrees to grant the necessary time without pay and without discrimination to any employee covered by this Agreement 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.

### **25.3 Amendments**

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.

### **25.4 Staffing**

The Employer agrees to continue scheduling employees so as to maintain staffing at or above State Minimum Standards. The Employer will endeavor to staff each department on each shift so as to provide adequate employees to accomplish all necessary tasks required by the Employer. Staffing and scheduling shall be proper subjects for discussion at Labor-Management meetings, and the Employer shall give due consideration to all such complaints. In addition, it is understood that employees may fully exercise their citizens' rights to appeal to government agencies regarding such issues.

### **25.5 Training**

Nursing assistants will not be required to train new employees, other than general introduction to the facility and its practices, unless there is an offsetting reduction in workload made which allows sufficient time for such training.

### **25.6 Special Incentive Programs**

The Employer and the Union recognize that from time to time, due to ever-changing staffing, legislative, and safety needs, and requirements of operating a healthcare facility, and, occasionally, due to circumstances beyond anyone's control, the Employer may initiate, change, or terminate, at its sole discretion, any special incentive programs as it sees fit to address these needs which may be necessary to maintain the efficient operation of the facility. Any special incentives made available shall exceed the minimum requirements of the Agreement and shall be applied in an equitable fashion to all employees deemed eligible under the terms and conditions established by the Employer.

The Union will be notified in writing prior to the initiation, change, or termination of any such special incentives program, except when the initiation or change of a special incentive results from emergency situations.

**26. TERM OF AGREEMENT**

This Agreement shall be in force and effect from January 1, 2021 through December 31, 2023. This Agreement shall continue in full force and effect from year to year after December 31, 2023, unless written notice of desire to change, modify or terminate the Agreement is received by either party from the other at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, 2023, or any subsequent annual expiration date thereafter. There will be wage reopeners in December 2021 and December 2022.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Collective Bargaining Agreement on the day and year indicated below.

FOR THE EMPLOYER:



Healthcare Services

Date 6/9/21

FOR THE UNION:



Paul Crandall  
Secretary-Treasurer  
UFCW Local 663

Date 5/14/2021