

Collective Bargaining Agreement
Between
BENEDICTINE CARE CENTERS, INC.
d.b.a. BENEDICTINE HEALTH CENTER
at INNSBRUCK
and the
UNITED FOOD AND COMMERCIAL
WORKERS UNION,
DISTRICT LOCAL 653

Effective December 1, 2016 – January 30, 2019

<u>Article</u>	<u>Contents</u>	<u>Page</u>
1	Recognition of Union	1
2	Management Rights	2
3	Pay Periods	3
4	Classification of Employees.....	4
5	Hours of Work	4
6	Wages	6
7	Holidays.....	8
8	Seniority	9
9	Job Vacancies / Available Hours	9
10	Termination of Employment.....	11
11	Grievance Procedure	12
12	Rest Periods and Lunch Periods	14
13	PTO Account and Extended Illness Bank.....	14
14	Leaves of Absence.....	18
15	Minimum Standards	20
16	No Strike / No Lockout	20
17	Severability.....	20
18	Benefit Plans	20
19	Bonus and Incentive Programs	21
20	Non-discrimination	21
21	Wage Rate - Case Mix Score	21
22	Miscellaneous.....	22
23	Term of Agreement	23

This Agreement is made and entered into by and between the Benedictine Care Centers, Inc., d.b.a. Benedictine Health Center at Innsbruck, 1101 Black Oak Drive, New Brighton, Minnesota, 55112, hereinafter referred to as the "Employer", and the United Food and Commercial Workers Union, 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: 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 within the bargaining unit certified by the National Labor Relations Board, excluding registered nurses, licensed practical 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 32 hours per month), for the purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified.
- 1.2 **Good Standing:** 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 in good standing. Those who are not members on the effective date of this Agreement shall on the sixtieth (60th) day following the effective date of this Agreement, or on the completion of this probationary period, whichever is later, become and remain members in good standing in the Union. Good standing shall be defined as the payment of standard fees and dues required of all members.
- 1.3 **Dues Deductions:** 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 deduction. Such deduction shall be made by the Employer from the wages of employees so authorizing each calendar month and shall be transmitted to the Union no later than fourteen (14) days after 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 first wages of adequate amount next due the employee and 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 provision 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 and exclusive obligation and responsibility of the Union.

- 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 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 health care facility 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.

ARTICLE 2: MANAGEMENT RIGHTS

The management of the health care facility 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:

- 2.1 Plan, direct and control operations and procedures;

- 2.2 Determine and schedule services to be performed, the schedule and number of hours of work and work shifts, subcontract work, establish job classifications, work assignments and any other matters necessary for the conduct of its operations and business;
- 2.3 Hire, promote, demote, layoff, transfer, discharge or discipline for just cause;
- 2.4 Determine the number of employees in any classification;
- 2.5 Introduce new or improved methods, supplies, equipment or facilities to be utilized;
- 2.6 Make and enforce reasonable rules for the efficient conduct of its business and the maintenance of the discipline and efficiency of the working forces;
- 2.7 Determine quality and quantity of work performed;
- 2.8 Maintain and improve efficiency;
- 2.9 Conclusively determine methods of compliance with, and the correct interpretation of, federal, state and local statutes and regulations affecting long-term care facilities;
- 2.10 Discontinue jobs because of valid management and economic reasons; and,
- 2.11 Decide employee qualifications consistent with federal and state standards.

ARTICLE 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 (14th) day. Employees shall be paid every two (2) weeks or more often.
- 3.2 **Payroll Errors:** Payroll errors of fifty dollars (\$50.00) or more if any, in the computation of an employee's paycheck 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 fifty dollars (\$50.00) shall be corrected on the employee's next paycheck.

ARTICLE 4: CLASSIFICATION OF EMPLOYEES

Employees shall be classified as follows:

- 4.1 Full-time employees are those employees regularly scheduled to work sixty (60) or more hours per two-week pay period.
- 4.2 Regular part-time employees are those employees scheduled to work less than sixty (60) hours but thirty-two (32) hours or more per two-week pay period.
- 4.3 Casual employees are those employees who are not regularly scheduled and are available on an as need basis. Temporary employees are those employees who are hired to work for a specified period of time or for a specified period of time or for a specific assignment. Employees working more than thirty-two (32) hours per month for more than two months will be considered regularly scheduled and will become bargaining unit members.
- 4.4 The Employer will be able to hire "Summer Replacement Employees" during the period of time from May 15th through September 14th. These employees will be allowed to work up to a maximum of 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.

ARTICLE 5: HOURS OF WORK

- 5.1 **Regular Full-Time Schedule:** A regular full-time work day shall be between seven and one-half (7½) and eight (8) working hours. A regular full-time work schedule shall be between seventy-five (75) and eighty (80) working hours per two (2) week pay period.
- 5.2 **Posting Work Schedules:** Work schedules shall be posted in ink or by photocopy at least two (2) weeks prior to the start of a 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.
- 5.3 **Scheduling 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. If the Employer schedules an employee to work more frequently than two (2) weekends out of four (4), the employee shall receive overtime pay for the extra weekend.

Employees who do not work their scheduled weekend shift must make up the missed weekend shift either of the two (2) following unscheduled weekends at the discretion of the Director of Nursing or designee. No overtime for seven (7) consecutive days worked will be paid as a result of making up the missed shift. The employee may be required to work days, evenings or nights to make up the missed shift. The Employer shall, however, attempt to first schedule the employee for his or her regular shift.

Employees who do not work their scheduled weekend because of illness shall not be required to make up the missed weekend, provided the employee provides the Employer, on or before their next scheduled day of work, with a medical doctor's verification specifying the illness. If an employee is sent home by their supervisor because of illness, no medical verification is required.

Employees will not be scheduled to make up shifts that will result in overtime.

- 5.4 **Ten Hours Between Scheduled Shifts:** Except in case of emergency, in-service training sessions, as agreed between the Employer and the employee, or as provided below, the Employer shall not schedule employees with less than ten (10) hours rest between shifts. If the Employer schedules the employee with less than ten (10) hours break between shifts, the Employer will pay time and one-half (1½) for the shift following the break of less than ten (10) hours.

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

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.

- 5.6 **Overtime Pay:** Overtime pay shall be one and one-half (1½) time the regular rate of pay. All employees shall be paid overtime for all hours over eight (8) hours per work day, 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.

Employees scheduled by the Employer to work in excess of seven (7) consecutive days shall receive one and one-half (1½) times their regular rate of pay, including straight time pay, for all hours worked in excess of seven (7) consecutive days. This premium pay shall not be pyramided with other overtime or premium pay. Employees who voluntarily work in excess of seven (7) consecutive days shall not be entitled to overtime pay under this paragraph.

- 5.7 **Call-In Notice to Employer:** Employees shall be required whenever reasonably possible to give the Employer at least two (2) hours advance notice when they are unable to report to work.
- 5.8 **No Split Shifts:** Split shifts shall not be used as a routine method of scheduling, except at those times when such method is agreed to between the employee and Employer.

ARTICLE 6: WAGES

- 6.1 **Hours Worked:** Any hour paid directly by the Employer except for overtime or other 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 Classifications:** 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 scales in the Agreement are minimums, which may be adjusted based on employee experience. The Employer shall notify the Union, in writing, as to any experience credit scale that it may establish, and any changes thereto. Said scales are to be applied uniformly both to the future hired employees as well as to existing employees. Based on their applicable prior experience, as determined on an equitable basis by the Employer, the Employer may grant up to eighty percent (80%) of hours worked at other health care facilities to a maximum of eight thousand three hundred twenty (8,320) hours of credit. Employees must submit requests for prior experience no later than the end of their probationary period.
- 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 **Wages:**

Effective December 1, 2016, a three percent (3%) increase will be given to all employees in all classifications.

	<u>NAR/ACT/MAIN</u>	<u>HK/LAUNDRY AIDES</u>
Start	14.42	12.44
1040 hours	14.56	12.57
2080 hours	14.68	12.69
4160 hours	15.12	13.07
6240 hours	15.58	13.52
8320 hours	16.04	13.99
10400 hours	16.62	14.56
12480 hours	17.15	15.04

There will be a wage reopener on or by January 15, 2018.

- 6.6 **Nurses Aides in Training:** Nurses Aides in training to become NARs hired on or after October 1, 1993 shall be paid wages at the discretion of the Employer not to be less than the legal minimum wage. Upon certification, they shall be placed at the appropriate wage level under the Collective Bargaining Agreement.
- 6.7 **Overnight Shift Differential:** A one dollar (\$1.00) per hour shift differential will be paid to any employee working the overnight shift.
- 6.8 **TMA Premium:** Any NAR being utilized as a Trained Medication Assistant will be paid a one dollar (\$1.00) per hour premium for any hour they perform those duties.
- 6.9 **Restorative Aide Premium:** Any NAR being utilized as a Restorative Aide will be paid a one dollar (\$1.00) per hour premium for any hour they perform those duties.
- 6.10 **Resident Care Coordinator:** Position to be appointed by Employer; one dollar (\$1.00) rate of pay greater than NAR.
- 6.11 **Shift Call-In Bonus:** All employees will receive a bonus of twenty dollars (\$20.00) when called in to work provided they arrive within one (1) hour of call-in.

ARTICLE 7: HOLIDAYS

- 7.1 **List of Holidays:** The following days shall be considered designated holidays: New Year's Day, Easter, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day.
- 7.2 **Observation of 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.
- 7.3 **Premium Pay for Working on Holidays:** Non-probationary employees working on any of the designated holidays shall receive double time their regular rate of pay for such time worked. (Employees who were employed on or before December 31, 1995 in the first year of the contract and December 31, 1996 in the second year of the contract, shall receive double time and one-half for hours worked when scheduled to work Thanksgiving and Christmas). For purposes of calculating overtime, the holiday premium pay exceeds overtime rates. Therefore, hours worked on a holiday will count towards the calculation of overtime, but employees do not receive overtime pay based on the holiday premium, thus, anyone working a holiday will earn a maximum of two and one-half (2½) times their regular rate of pay. If employees have not completed their probation period, they will receive their regular rate of pay for hours worked on the holiday.
- 7.4 **Holiday Pay to Employees Not Scheduled to Work Holidays:** Non-probationary full-time employees who do not work on a holiday shall receive their regular workday's pay at their regular straight time rate of pay as holiday pay. Part-time employees with at least five (5) years of service who do not work on a holiday shall receive four (4) hours holiday pay at their regular straight time rate of pay.
- 7.5 **Eligibility For Holiday Pay:** In order to be eligible for holiday pay, as provided in this Article, an employee must have worked the regularly scheduled workday before and regularly scheduled workday after the holiday, except in the case of excused absence or illness, where evidence of such illness satisfactory to the Employer is furnished by the employee.
- 7.6 **Absence or Illness on Scheduled Holiday:** Employees who are scheduled to work on a holiday, but do not work on a holiday, shall not receive holiday pay, except in the case of excused absence or illness, where evidence of such illness satisfactory to the Employer is furnished by the employee.

- 7.7 **Floating holiday:** Effective January 1, 2009, regularly scheduled (non-probationary) employees shall receive one (1) floating holiday per calendar year. Request and approval procedures for this floating holiday shall be in accordance with the PTO policy. The floating holiday shall be based on the employee's regularly scheduled hours paid at straight time. The personal holiday shall not be used as a holiday an employee is scheduled to work or used adjacent to Christmas or New Year's holidays. Personal holidays not used will be lost and may not be carried over to the next year.

ARTICLE 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 **Lay Offs:** 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 s/he 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 upon request. Controversies arising over seniority standing are subject to the grievance procedure.

ARTICLE 9: JOB VACANCIES / AVAILABLE HOURS

- 9.1 **Job Vacancies:** In the event of a bargaining unit job vacancy which the Employer intends to fill, the Employer shall give written notice of such job vacancy by posting a notice that such job vacancy exists upon an appropriate bulletin board for at least five (5) calendar days (to include at least one [1] Saturday or one [1] Sunday). During this time employees interested in the vacancy may submit a written application to the department supervisor.
- A. Full-time and part-time employees shall have an equal and first opportunity to apply for such vacancies.

- B. 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.
- C. If the vacancy is not filled from within the department through the posting requirement, then the vacancy will be filled from outside the department. The Employer may temporarily fill vacated positions until permanent job assignments are made.
- D. Employees granted a transfer to a different position shall enter a ten (10) scheduled work day 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 work shall advise the Employer in writing of their desire for such additional hours. In the event hours become available in a department other than a position to be posted above, the Employer will offer such hours up to a regular full-time work schedule as defined in this Agreement to employees in the department who have requested additional hours in order of seniority, provided that:

- A. Employees who have been reduced in hours during the previous twelve (12) months will be offered such hours based on seniority, 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;
- B. Such employees are not regularly scheduled so as to create overtime payment obligation under the overtime article of this Agreement; and,
- C. 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 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 be made according to above procedures.

- D. 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.

ARTICLE 10: TERMINATION OF EMPLOYMENT

- 10.1 **Suspensions, Demotions or Discharges:** 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 seven (7) work 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 discharge for just cause.
- 10.4 **Failure to Report:** If an employee fails to report for work as scheduled, and to furnish the Employer with a justifiable reason within twenty-four (24) hours of the start of the scheduled shift, such failure to report shall be conclusively presumed to be a resignation of employment with termination of seniority. However, if such employee can, within forty-eight (48) hours after the start of the scheduled shift, furnish the Employer with reasonable proof that such employee could not notify the Employer of his or her absence because of illness or unforeseen emergency, then such employee shall be reinstated without break in service record.
- 10.5 **Just Cause:** It is mutually agreed by the Employer and the Union, that just cause for termination shall include but not be 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.

ARTICLE 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.

If any Union representative or employee desires to question a resident, advance notice will first be given to the Employer's Administrator, and no questioning shall take place until the consent of the resident, resident's family, legal guardian or advocate is obtained and documented. The Employer may require a representative of the Employer be present at any interrogation, and may discontinue the interrogation at any time the Employer deems necessary to protect the resident's rights. Evidence gathered contrary to this procedure or in any way connected with a violation of this procedure shall not be considered in resolution of any grievance.

An employee may submit a grievance orally to the employee's supervisor, with or without his or her steward. If the grievance is not settled by oral discussion, the following procedure will apply.

For purposes of this Article, a work day is a day other than Saturday, Sunday or a holiday recognized by this Agreement.

- 11.2 **Formal Steps: Step 1:** The grievance must be presented in writing to the Administrator no later than ten (10) days 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. Any grievance based upon the suspension or discharge of an employee shall be referred directly to the Administrator in writing within seven (7) work days following the suspension or discharge. 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.

Step 2: The Administrator will answer all written grievances in writing within five (5) work days, unless, at the union's request, the Administrator agrees to 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, then either the Union or the Employer, on a cases-by-case basis, may petition the State of Minnesota Bureau of Mediation Services, with a copy to the other party, no later than ten (10) work days after the receipt of the answer in Step 2. Either party may within (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 2 or Step 3 above, then either party may, within ten (10) work days following the notice to bypass mediation or the termination of mediation or thirty (30) calendar days from the initiation of the grievance, whichever is later:

- A. Submit the matter to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators. Upon submission of a matter to the FMCS, the Union and the Employer shall jointly request that the potential arbitrators on the list have knowledge and experience of statutes, rules and regulations pertaining to the long-term care industry. The parties shall select one arbitrator from the list as follows:

Beginning within seven (7) work days of the receipt of the list, the Union and the Employer, in that order shall each 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 or the striking process shall be done on an alternating basis.

- B. 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.
- C. 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.
- D. 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.

ARTICLE 12: REST PERIODS AND LUNCH PERIODS

All employees shall be entitled to a fifteen (15) minute rest period for each three and three-quarters (3-3/4) consecutive 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 the 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.

ARTICLE 13: PERSONAL TIME OFF (PTO) AND EXTENDED ILLNESS BANK (EIB)

Effective January 1, 2005, the facility will implement a PTO and Extended Illness Bank, which combines hours for vacation, sick leave, family emergencies, health and dental care, personal business and other elective absences into "one bank". PTO provides time during which the employee may be absent from work with pay. (Note: Six [6] holidays are in a separate account.)

A former employee whose employment was terminated and who is subsequently re-employed by the employer assumes the same status as a new employee in regard to this Plan.

13.1 Personal Time Off

- A. **Accruals:** PTO is accrued, but is not earned until the completion of 6 (six) months of continuous service. PTO will accrue on all hours paid, up to eighty (80) hours per pay period. PTO will not accrue during an unpaid Leave of Absence.

Employees shall accrue Personal Time Off at the following rates. The accrual factor, multiplied by the number of hours worked (up to

80 hours per pay period) equals the number of PTO hours accruing to each employee.

The PTO Accrual Table is as follows:

Years of Service	Accrual Rate	Maximum Days Per Year (based on 2,080 hours)
1 year	.0500	104 hours
2-5 years	.0692	144 hours
5-10 years	.0884	184 hours
10-15 years	.1077	224 hours
15+ years	.1269	264 hours

- B. **Accrual and Carryover Maximums and Liquidation:** Effective December 1, 2016, the balance of your PTO account will be distributed on your anniversary date as follows: One hundred twenty (120) hours may be carried over. No PTO will be paid out in cash except upon voluntary termination with a minimum two-week notice.
- C. **Use of Personal Time Off:** The Employer shall not change any scheduled PTO once approved, except in cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving residents of care, or by mutual agreement between the Employer and the employee. Scheduled PTO hours must be requested from the supervisor as early as possible, but at least two (2) weeks in advance of the posting of the schedule which includes the requested PTO hours.
1. **Scheduled:** An employee shall be entitled to remain away from work for seven (7) consecutive days for each week of scheduled time off (PTO). Whenever practicable, the Employer will cooperate in scheduling PTO hours to coincide with the employee's regularly scheduled days off.
 2. **Short Notice Scheduled:** If mutually agreed upon between the Employer and the Employee, the employee may request use of PTO hours on a per diem basis dependent on scheduling needs.
 3. **Unscheduled:** Use of PTO hours must be approved in advance, except in the case of illness, injury, unforeseen need or emergency. In order to use PTO hours on an unscheduled basis, the employee must provide a minimum of two (2) hours advance notification. An employee may be required to present a statement from a doctor to verify the

illness, if so requested. Unscheduled PTO hours will not be approved for absences from work immediately preceding or following a holiday, weekend or day(s) off. Excessive use or abuse of unscheduled PTO hours will result in discipline up to and including discharge.

Use of unscheduled PTO hours shall not be approved for absences from work on the day preceding or following a holiday or on any day that an employee has previously requested personal time off and was subsequently denied without supplying satisfactory evidence of illness or injury to the Employer. The Employer may require evidence of illness or injury from a physician as a condition for use of unscheduled PTO hours payment when an employee's absentee record indicates a pattern of absences or excessive absenteeism. Employees shall not be eligible to receive pay for more than six (6) occurrences of unscheduled PTO hours in any rolling twelve (12) month period, except upon the specific, written approval and at the discretion of the facility Administrator, or in the case of an occurrence of inpatient hospitalization.

- D. **Compensation:** Employees shall be compensated in accord with the number of PTO hours approved for use. No unpaid time off is authorized, for instance in lieu of claiming PTO – under normal conditions, employee cannot take unpaid time off from work, PTO hours must be used. Payments received by employees for illness or injury from other sources, such as worker's compensation, insurance or similar payments shall be offset against PTO and EIB hours.
- E. **Designated Holidays:** If a designated holiday (New Year's, Christmas, Memorial Day, July 4th, Labor Day, and Thanksgiving) on which the employee is eligible for holiday compensation falls within a period of scheduled PTO hours use, the employee's PTO shall not be charged for the number of holiday pay hours the employee is eligible to receive.
- F. The period for selecting PTO hours will be from January 1 through February 15, for the period beginning February 16 of that year through February 15 of the following year. During this period, seniority will prevail. Such PTO hours requested during that period will be posted by March 15. PTO request after the above period must be submitted to the employee's supervisor (or scheduling coordinator) at least four weeks prior to the commencement of the requested period, except in the case of a bona fide emergency.

Such PTO requests will be handled on a first-come-first-served basis.

Employees may use seniority, during the January 1 through February 15 sign-up period to request PTO for the holiday period December 15 to January 2. Such requests shall be limited to one (1) employee from environmental services and one (1) employee from nursing per day. Requests for this period shall be limited to once every three (3) years.

- G. Employees are responsible for replacing themselves on scheduled holiday shifts.
- H. No PTO will be paid out in cash except upon voluntary termination with a minimum two-week notice.
- I. PTO will be paid out in the event of an employee's death.

13.2 Extended Illness Bank

- A. **Accrual:** Employees shall accrue EIB hours at the rate of .0231 times each 173 hours of compensated straight-time hours, to a maximum of 400 hours. Unused EIB shall not be paid upon termination of employment.
- B. **Use of EIB Hours:** Employees may use EIB hours under the following conditions:
 - 1. On fifth (5th) consecutive calendar day of illness.
 - 2. Beginning with the first day of hospitalization or injury
 - 3. Management will consider extraordinary cases that do not fit within 13.2 B.1. and B.2. Such cases must be serious and the decision to deviate from the strict language of the two (2) previous clauses is strictly management's. Management would, however, visit with the union or a concerned employee about its decision.

The Employer reserves the right to request a physician's statement verifying the illness or injury and the need of the employee to be away from work.

ARTICLE 14: LEAVES OF ABSENCE

- 14.1 **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 work day 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 s/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 served on the jury, not to exceed fifteen (15) calendar days annually. Probationary employees are not eligible for jury duty pay.
- 14.2 **Funeral Leave:** A leave 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, grandchildren, brothers, sisters, current mother-in-law and father-in-law, and any person for whom the employee is/was the 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.
- 14.3 **Medical Leave:** After the completion of an employee's probationary period s/he 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, 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. All available PTO and EIB hours shall be applied to any medical leave of more than ninety (90) days duration. Prior to this, application of PTO and EIB hours 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 account. In any event, the employee must begin using PTO and EIB hours, or

commence the leave of absence no later than the date his or her physician has stated it is no longer safe for the employee to perform his or her full range of duties.

At least two (2) weeks prior to returning to work, the employee must provide evidence of examination by a physician which establishes that the employee is again capable of performing his or her essential job functions, with or without reasonable accommodation. "Reasonable accommodation" shall be determined in the sole discretion of the Employer. The Employer shall meet with the Employee upon request when the Employee has permanent restrictions that affect, or may be perceived as affecting his or her ability to perform his or her essential job functions, for the purpose of discussing what accommodations to the restrictions may be possible.

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

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.

Any FMLA qualified leave will run concurrent with medical leave.

- 14.4 **Personal Leave:** An employee may be granted an unpaid leave of absence not to exceed ninety (90) days upon written permission from the Administrator, Acting Administrator, or other person designated by the Employer.
- 14.5 **No Change of Anniversary Date:** An employee shall not have an anniversary date or date of hire changed because of leave of absence.
- 14.6 **Unpaid Leave of Absence:** Unpaid leaves of absence shall not be computed as working time for the purposes of computing PTO hours, EIB hours, rates of pay or other purposes under this Agreement.

ARTICLE 15: 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 the 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 in violation of this Agreement or State or Federal Laws.

ARTICLE 16: NO STRIKE / NO LOCKOUT

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

ARTICLE 17: SEVERABILITY

- 17.1 **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.
- 17.2 **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.

ARTICLE 18: BENEFIT PLANS

- 18.1 **Group Health Insurance:** Eligible full-time employees may participate in the group health insurance coverage for Benedictine Health Center at Innsbruck. 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 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.
- 18.2 **Group Dental Insurance:** Eligible employees may enroll in the available group dental insurance plan, at the employee's expense. All details of this

plan, including specific benefits and premiums, are subject to change at the Employer's sole discretion.

18.3 Other Benefit Plans and Programs: Eligible employees may participate in other benefit plans made available to non-management employees at Benedictine Health Center at Innsbruck. At present, these include a flexible benefit spending plan, and a retirement savings plan. Eligible employees may also participate in professional development programs made available to non-management employees at Benedictine Health Center at Innsbruck. All details of these plans and programs, including specific benefits, are subject to change at the Employer's sole discretion.

18.4 Life Insurance: Eligible employees are provided with a term life insurance policy, with a benefit of five thousand dollars (\$5,000.00), at the Employer's cost.

ARTICLE 19: BONUS AND INCENTIVE PROGRAMS

In order to promote and maintain quality resident care and operational efficiency, the Employer may offer premium pay to health care staff who assume additional hours or responsibilities. Any such action may be implemented, modified or discontinued at the discretion of the Employer.

The Employer reserves the right to continue, in its discretion, to implement, modify and discontinue incentive award programs not in this Agreement for the purpose of promoting or rewarding positive conduct of employees.

The Business Agent will be notified at least ten (10) days in advance as to the terms, effective date and probable duration of any such programs.

ARTICLE 20: NON-DISCRIMINATION

The Union and the Employer shall comply with all applicable federal, state and local statutes and regulations containing prohibitions against discrimination based on protected personal characteristics, including, but not limited to, race, color, creed, religion, national origin, sex, age, disability, affectional preference, marital status or status with regard to public assistance, or any other personal characteristic protected by federal, state or local law.

ARTICLE 21: WAGE RATE - CASE MIX SCORE

If the facility's case mix score falls below 2.00 in the course of a single federal or state Quality Assurance and Review Evaluation, then the wage and benefits provisions of this Agreement shall be void upon the giving of notice from either party to the other and the parties shall enter into negotiations as to such wages and benefits provisions.

ARTICLE 22: MISCELLANEOUS

- 22.1 **Labor - Management Meeting:** Labor - Management meetings shall be set at the discretion of the Union and the Employer.
- 22.2 **Labor Conventions:** The Employer agrees to grant the necessary time without pay and without discrimination 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.
- 22.3 **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.
- 22.4 **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 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 citizen's rights to appeal to government agencies regarding such issues.
- 22.5 **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. Management may use nursing assistants to train new employees. Choosing such Preceptors will be solely at management's discretion. Any employee in any department utilized to precept new employees will receive a premium of one dollar (\$1.00) per hour for only the hours spent precepting.
- 22.6 **Uniforms:** Employees will receive a fifty dollar (\$50.00) per year allowance for uniforms. Employees with three (3) years or more shall receive one hundred dollars (\$100.00) per year for uniform allowance. Management and the Union shall work together on the selection.
- 22.7 **Double Shift Meal** – An employee who is already working and is asked by the Employer to work a double shift will be eligible for a free meal in accordance with the Employer's procedures.

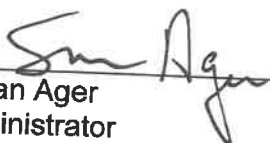
ARTICLE 23: TERM OF AGREEMENT

This Agreement shall be in force and effect from December 1, 2016 through January 30, 2019. This Agreement shall continue in force and effect from year to year after January 30, 2019, 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 January 30, 2019, or any subsequent annual expiration date thereafter.


Either party may reopen this Agreement for negotiations on wages by providing the other party with written notice at least ninety (90) but not more than one hundred twenty (120) days prior to January 15, 2018.

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:


Susan Ager
Administrator
Benedictine Health Center at Innsbruck

FOR THE UNION:


Paul Crandall
Secretary-Treasurer
UFCW Local 653

Date: 1/29/17

Date: 1-27-17

