

**Collective Bargaining Agreement**

**NEW HORIZON INC.**

**Scenic Shores**

**And**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL**

**EMPLOYEES, COUNCIL 5**

**January 1, 2016 — December 31, 2016**

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**COLLECTIVE BARGAINING AGREEMENT**  
**By and Between**  
**NEW HORIZONS Foods, Inc. at SCENIC SHORES**  
**And**  
**MINNESOTA COUNCIL 5 OF THE**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between New Horizons Foods, Inc. at Scenic Shores of Two Harbors, Minnesota ("New Horizon Foods, Inc." or "the Employer") and Minnesota Council 5 of the American Federation of State, County and Municipal Employees ("Union").

**ARTICLE I**  
**RECOGNITION AND UNION SECURITY**

- A. Recognition of the Union:** New Horizon Foods, Inc. recognizes the Union as the exclusive bargaining agent representative for the bargaining unit composed of all its full-time and regular part-time Food Service employees employed by the Employer at Scenic Shores at its facility located in Two Harbors, Minnesota excluding non-professional employees, licensed practical nurses, professional employees and registered nurses; excluding management employees, confidential employees, guards and supervisors as defined in the Act.
- B. Union Security:** It shall be a condition of employment that all employees of the employer covered by this Agreement shall either become and remain members of the Union or pay to the Union a monthly service charge to reimburse the Union for the cost of negotiations and contract administration, not to exceed the amount of regular monthly Union dues.
- C. Check-off:** Upon receipt of a valid signed authorization, the Employer shall deduct from each employee's pay the duly authorized union dues (or monthly service charge), payable to the Union for the period specified in such authorization.
1. **Remittance:** Payroll deductions shall be made monthly from the salary of the employees and said Union dues (or monthly service charge) shall be remitted to the Union within fifteen (15) days.
- D. Information to the Union:** The Employer agrees to provide the Union with the name, address, telephone number and hiring date of any new employee hired and, further, the Employer shall provide the Union with the name of any employee covered by this Agreement who terminates employment.

**ARTICLE II**  
**DEFINITIONS**

- A. Employer:** The Employer shall mean the New Horizon Food, Inc. or its designated officials or representatives.
- B. Employee Representative:** Employee representative shall mean Minnesota Council 5, AFSCME, or its designated officials or representatives.

- C. Full-Time Employee:** A full time employee is defined as an employee who is regularly scheduled to work sixty-four (64) or more hours in a pay period. Full-time employees whose average quarterly hours fall below sixty-four (64) hours per pay period will lose their full-time benefit level. If during the next consecutive quarter the employee averages sixty-four (64) hours or more during the pay period shall have their full-time benefit level reinstated.
- D. Probationary Employee:** An employee who has worked less than 480 hours; however, the Employer may extend the probationary period an additional 160 hours with written notice to Union.
- E. Part-Time Employee:** A part time employee is an employee who is regularly scheduled to work at least 30 hours in a two week pay period, but not enough hours a pay-period to be considered full time.
- F. Regular Employee:** A regular employee is one who is assigned to fill a permanent position that has successfully completed the probationary period.
- G. Temporary Employee:** An employee who is employed for a specific duration of time or during a period of need, not to exceed 90 working days during a calendar year.
- H. Part-time Casual Employee:** A part-time casual employee is an employee who has no scheduled hours within a two (2) week consecutive period, who is, however, available to fill shifts.
- I. Anniversary Date:** An employee's anniversary date shall be the employee's first actual day of work at Scenic Shores or predecessor Sunrise Nursing Home. Anniversary dates shall remain constant through the tenure of the employee **if** continuously employed.
- J. Year of Service:** A year of service shall mean 2,080 paid working hours.

### **ARTICLE III** **MANAGEMENT RIGHTS**

Except as expressly abridged by an express provision of this Agreement, the Employer retains all rights and privileges necessary for it to manage and operate the Food Services at Scenic Shores including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services performed in the Food Services department of Scenic Shores; to establish and enforce work policies, work rules, and rules conduct and behavior; to determine and direct the techniques, modes, and methods of providing resident Food Services; to decide the number of employees that may be assigned to any shift and/or position (so long as such assignment is not arbitrary or capricious), to the determine the equipment and/or methods to be employed in the performance of such work; to determine appropriate staff levels, subcontract work to a third party, and/or to utilize temporary employees to supplement staff levels; to eliminate or outsource food service functions; to select, hire, promote, and transfer employees; to train employees; and to adopt, amend, change, or rescind reasonable work rules. The Union expressly waives the right to bargain over any management right, privilege, and prerogative not specifically abridged by express provisions of this Agreement.

To the extent not addressed above, the Employer reserves and retains, solely and exclusively, all of the management rights, privileges, and prerogatives that it would have in the absence of this Agreement, except to the extent that such rights, privileges, and prerogatives are specifically abridged by express provisions of this Agreement.

#### **ARTICLE IV** **HOURS OF WORK**

- A. Work Period:** The normal work day will be up to eight (8) worked hours per day and the normal work week will consist of up to seven (7) worked days.
- B. Work Week:** The work week schedule begins on Sunday and extends to the end of last shift on the following Saturday. A weekend shift shall be defined as a period beginning with the Saturday day shift and ending with the Sunday evening shift.
- C. Rest and Meal Breaks:** Employees working a minimum of five (5) hours but less than eight (8) hours, may take a thirty (30) minute unpaid meal break. Employees working an eight (8) hour shift are also allowed a thirty (30) minute unpaid meal break included in their work shift, in addition to one fifteen minute break within each four (4) hour period. Meal times will be assigned by the employee's Supervisor. Breaks are to be taken in designated areas at designated times and not without first checking with the employee's supervisor.
- D. Scheduling:** Employees must sign in and out on their time sheets.

The determination of the daily and weekly schedule is based upon seniority and is left to the exclusive discretion of the Food Service Manager or the Food Service Manager's designee. If necessary, the Employer reserves the right to schedule Part-Time employees up to two additional shifts per payroll period. The schedule for all Full-Time and Part-Time employees for the next month shall be posted one week in advance. All requested days off will be submitted in writing at least two weeks prior to the posting of the schedule. All open shifts will be posted by the employer at least one week prior to the posting of the schedule, to allow employees to submit requests in writing to work additional shifts. Such requests are due by 2:00 pm on the Tuesday prior to the posting of the schedule, and will be processed in Seniority order. Shifts not signed up for by this process shall be assigned in reverse seniority. Once the schedule is posted, employees are responsible for working all of their shifts, and must find their own replacement to cover their shifts except due to illness, approved funeral or jury duty leave, or an emergency

- E. Tardiness:** Excessive tardiness, or failure to notify the employee's shift supervisor that the employee will be arriving late for work, may result in disciplinary action.
- F. Reporting an Absence:** Employees who will be absent from duty must notify the Food Service Department Supervisor at least two (2) hours prior to the start of the employee's scheduled shift. The employee must continue to give such notice of absence each day if the employee's return date is undetermined. When the employee's return date has been determined by a physician, the employee may report the estimated date of return. Failure to report an absence at least two (2) hours prior to the start of the employee's shift may result in disciplinary action, including possible forfeiture of any sick leave benefits, at the discretion of

the Employer. An unreported absence for two (2) consecutive scheduled days or two (2) unreported absences is grounds for termination of employment.

**ARTICLE V  
HOURLY COMPENSATION**

- A. Pay Period:** For compensation purposes, the two (2) week pay period is composed of a 14 consecutive day schedule. The first two (2) week payroll period starts on the 1st of each month and ends on the 15<sup>th</sup> of the month. The second two (2) week payroll period shall start on the 16<sup>th</sup> of the month and shall continue until the end of that month.
- B. Wage Rates:** The wage rates for the employees covered under this Agreement are set forth in below. The employer has the right to place new hires on the wage scale with up to five (5) years of experience. Effective 1/1/2016, employees shall receive a 3.0% increase.

Job Classification	Hours						
	Entry	2080	4160	8320	10400	20800	41600
Dietary Aide	\$ 9.92	10.18	10.43	10.94	11.45	11.55	11.70
Cook	\$11.19	11.45	11.70	11.96	12.46	12.56	12.71

**C. Overtime:**

1. **Overtime Rate:** All employees are expected to work overtime as needed to provide necessary service, at the discretion of the Employer. All overtime worked must have prior approval of the employee's immediate Supervisor. Employees who work a schedule of ten (10) hour days will be compensated at the rate of time and one-half their regular hourly rate for each hour worked in excess of ten (10) hours per day or eighty (80) hours in a fourteen (14) calendar day period. Employees who work a schedule of eight (8) hours per day will be compensated at the rate of time and one-half their regular hourly rate of pay for all hours worked over eight (8) hours per day or eighty (80) hours in a fourteen (14) calendar day period.
2. **Mandatory Overtime:** The Employer can mandate overtime and require that an employee stay on duty after the end of their shift to fill open hours arising during the shift due to call-ins. The following procedure shall apply to filling the mandatory overtime shifts: (A) The Employer must first designate the open hours as mandated; (B) The mandated hours will first be offered by seniority, to effected employees; (C) Should no one accept, the least senior effected qualified employee on-premises must work until a replacement can be found. An employee cannot be mandated more than three times in a one month period nor can they be required to work more than sixteen (16) hours in one day; however, there will be no limit to the number of open shifts the employee may voluntarily work. All hours mandated by the Employer will be paid at time and one half the employee's regular hourly rate. There is no pyramiding of overtime pay.



## **ARTICLE VI SENIORITY**

- A. **Application:** Seniority for all employees shall consist of the employee's number of hours of service in a classification. Ties in seniority shall be broken by referring to unit-wide seniority. Seniority shall not be established during an employee's probationary period. Upon successful completion of the probationary period, seniority shall be retroactive to the first day of actual work.
- B. **Layoff and Recall:**
1. When the Employer determines that it is necessary to reduce the number of staff, reduction shall take place by laying off employees in the reverse order of seniority in the employee's job classification. Any reduction in hours shall be accomplished by reducing hours of employees within their classification in the reverse order of seniority, unless otherwise agreed to between the Union and the Employer.
  2. An employee who receives notice of layoff may exercise his/her accumulated seniority in a formerly held classification to bump an employee with less seniority in the formerly held classification.
  3. When it becomes necessary to recall employees from layoff, employees shall be recalled to a position in a classification in the reverse order of layoff in the classification.
  4. Upon recall, if an employee refuses to accept an appointment Offer to Kim/her, the -- Employer may remove the employee's name from the re-employment list and the employee shall be deemed separated from employment.
  5. Recall rights shall cease one (1) year after an employee is laid off and thereupon such employee shall be deemed separated from employment and shall have no further recall rights.
  6. Notice of recall shall be by certified mail to the last mailing address which the employee has furnished to the Administrator. Employees must respond within seven (7) days of receipt, at the last mailing address, of any offer of recall. An offer of recall returned by the Post Office shall constitute a refusal of the recall offer. Failure to respond on time to a recall offer shall constitute refusal of the offer.
- C. **Filling a Vacancy:** When a vacancy occurs in a classification, notice of the vacancy shall be posted for five (5) calendar days. Any employee may apply in writing for such vacancy during the five (5) day posting period. If one or more of the employees posting for the vacancy is qualified, in the Employer's determination, then the Employer shall fill the vacancy from among the qualified employees on the basis of the Employer's determination of who has the most experience, ability, and seniority. A vacancy posted as full-time shall be filled by one employee who will serve full-time. The Employer may assign any employee to fill the vacancy on a temporary basis pending completion of the posting period and selection of the employee

to permanently fill the vacancy. A vacancy includes a position which is temporarily vacant due to a leave of absence of more than twenty-one (21) days.

- D. Filling a Temporary Vacancy:** When an employee changes classification to fill a temporary vacancy, the employee will earn seniority in that temporary classification.
- E. Loss of Seniority:** Full time employees as defined in Article II.C. shall continue to accrue seniority for up to six (6) months when on an approved medical or parental leave of absence. Accrual of seniority under this Section shall be only for seniority purposes and not for longevity or other accrual purposes. An employee who resigns, is terminated by the Employer, fails to accept recall, or whose recall rights expire under Art VLB.5. shall lose all seniority. Employees who promote to a position outside the bargaining unit shall retain their accrued seniority but not accrue additional seniority while working outside the bargaining unit.
- F. Seniority List:** The seniority list shall be posted on the Department Official bulletin board. The Employer shall on a quarterly basis prepare a seniority list of employees and post it on the Department Official bulletin board. Such seniority list shall specify seniority by classification within the department.

#### **ARTICLE VII TERMINATION/RESIGNATION OF EMPLOYMENT**

- A. Employees covered by this contract electing to resign or quit their employment will give the Employer two (2) week written notice. The employee may leave sooner when a qualified replacement can be made by the Employer.
- B. Employees who give proper notice of termination shall receive all earned and accrued unused Paid Personal Leave.
- C. During the probationary period, any new employee shall be subject to discharge at the option of the Employer. After successful completion of the probationary period, no employee shall be suspended, demoted or dismissed without sufficient cause.
- D. Employees discharged for cause or who fail to give proper notice of resignation, shall forfeit all accrued and unused earned Paid Personal Leave.
- E. If the employee fails to report to work as scheduled, or to furnish the Employer with a justifiable excuse (as determined within the sole discretion of the Employer) within forty-eight (48) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from the service of the Employer, and termination of such employee's seniority and employment.

**ARTICLE VIII**  
**DISCIPLINE OR DISCHARGE FOR CAUSE**

A. **Discipline/Discharge:** The Employer shall not discharge nor suspend any employee without just cause.

B. **Cause Includes:** Just cause for purposes of discipline or termination includes but is not limited to;

1. Dishonesty
2. Incompetence
3. Physical or verbal harassment or abuse of co-workers, patients, residents, visitors, vendors, or management personnel
4. Failure to obey reasonable instructions from a supervisor or manager
5. Reporting to work intoxicated or drinking on the job.
6. Failure to notify the Employers or managers to be excused from work
7. Abuse or neglect of Vulnerable Adults as defined by the Vulnerable Adults Statute

C. **Notice:** With respect to discharge, the Employer shall typically give one (1) warning notice of the complaint against such employee to the employee in writing and a copy of the same to the Union. No warning notice needs to be given to an employee where he is discharged for egregious acts of misconduct.

D. **Investigatory Interview:** An employee shall be entitled to Union representation upon request when being interviewed when such interview may result in discipline or termination of that employee. Prior to the start of an investigatory interview that may lead to discipline, the Employer shall provide notice to the Employee of his or her right to representation by a union steward as provided for in NLRB v. J. Weingarten, Inc. 420 U.S. 251 (1975). If potential disciplinary action becomes apparent during the course of the investigatory interview, the supervisor/manager will suspend the questioning and notify the employee of his/her rights under this section. Upon being informed of his/her right to representation, the employee will be requested to sign a written acknowledgement confirming that he/she received such notice. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. If the employee's choice of union representative is unavailable, the employee may elect to postpone the meeting up to two (2) hours so that a Steward, the Union representative, or union co-worker of the employee's choosing is located and made available to attend the meeting.

**ARTICLE IX**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

Should any differences or disputes arise over the interpretation of, application or compliance with the terms or provisions of this Agreement, there shall be an earnest effort on the part of both parties to settle promptly through the following Steps.

**Step 1:** The Employee shall within seven (7) work days of the incident, first informally discuss the grievance with his/her immediate supervisor. A steward may accompany the aggrieved Employee, if he or she requests.

**Step 2:** If the grievance is not resolved in Step 1, it shall be reduced to writing and submitted to the Employer's Department Manager based on the following time limitations:

- a. A written grievance relating to any disciplinary action or question of contract interpretation must be received by the Employer within fourteen (14) work days of the employee receiving the disciplinary action;
- b. A written grievance over wages, hours, and/or PPL provisions of this Agreement must be **received by the Employer within fourteen (14) work days after the regular pay day of the period** in which the alleged violation occurred;
- c. A written grievance must specify the particular Articles or Articles of the contract allegedly violated and state the specific remedy sought by the union or the grievant filing the grievance.
- d. The Employer's Department Supervisor shall meet with the Union's Representative or Designee in an attempt to resolve the grievance within fourteen (14) work days of receipt of a written grievance. The Employer shall have fourteen (14) work days after the Step II conference to respond in writing to the grievance.

**Step 3:** If a grievance is not resolved at Step 2, either party may, in writing, request within fourteen (14) work days of receipt of the Step 2 response to submit the matter to mediation. If the parties mutually agree to do so, then Federal Mediation and Conciliation Services will be contacted and a time will be set to meet with the mediator in an attempt to resolve the grievance.

**Step 4:** If mediation does not resolve the grievance, then in writing, either party may elevate the matter to arbitration within fourteen (14) work days of mediation meeting. If mediation is not used, then either party, in writing, may refer to the grievance to arbitration within fourteen (14) work days of receipt of the Step 2 response.

The arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The Employer and the Union by e-mail shall within fourteen (14) calendar days, each alternatively strike one (1) name, and the order of striking shall be determined by chance. The remaining arbitrator, after each party has made three (3) strikes, shall hear and determine the dispute. The Union or the Employer may each unilaterally reject one panel of arbitrators and request a second panel of arbitrators from the FMCS. The party requesting the second panel will be responsible for paying for the second panel.

- a. The arbitration hearing must be held with forty-five (45) days from the date the arbitrator was selected, or a different Arbitrator shall be selected from a new list. The authority of **the arbitrator shall be limited to making an award relating to the interpretation of** or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue.
- b. The Arbitrator is to issue his or her award within thirty (30) calendar days following the close of the record or the submission of post-hearing briefs, absent mutual agreement of

the parties. The award of the arbitrator shall be final and binding upon the Employer, the Union and Employee(s) involved. The fees and expenses of the arbitration shall be divided equally between the Employer and the Union, provided however each party shall bear the expense of preparing and presenting its own case.

- c. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. A party's failure to respond to a grievance on any level shall be treated as a denial of the grievance. Failure to follow said time limitations for filing a grievance and/or demanding arbitration shall result in the grievance being permanently barred, waived and forfeited, and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.

**ARTICLE X  
NO STRIKE I NO LOCKOUT**

The union or its officers shall not call nor sanction any picketing, strike, or concerted work stoppage of any kind by the employees covered under this Agreement during the term thereof. During the term of this Agreement, the Employer shall not lockout any of its employees.

**ARTICLE XI  
PERSONAL LEAVE (PL)**

- A. What is Personal Leave?** Personal Leave is paid time off for eligible employees who are regularly scheduled to work a minimum of 1000 hours or more per year. PL may be used for vacations, personal illness, sick leave, family illness, holidays or for any other pre-approved reason. PL may also be used for routine dental or medical appointments. Employees may not borrow against future or anticipated PL eligibility.

Employees are eligible to receive PL at their regular rate of pay. PL is based on hours worked.

- B. Doctor's Slip:** A doctor's slip may be requested for illness of three or more days.
- C. Accrual of PPL:** The chart below illustrates the hours available per pay period. Personal leave hours accrue at the rates indicated below based on years of service and become available for use after completion of the initial probationary period.

PL eligibility is as follows:

Calculation Period : Hours	Hours Paid	PPL Hours Earned
0-10,400 Hours	Each 10 hours	1 hour
10,401-20,800 Hours	Each 8 hours	1 hour

20,801-41,600 Hours	Each 7 Hours	1 hour
41,601-and After.	Each 6.5 Hours	1 hour

Based on actual hours worked as defined above.

The Personnel/Payroll Department will calculate the number of PPL hours each employee is to be awarded as of each pay period.

Options for unused PL hours:

PL hours will continue to accrue until the maximum of 250 hours accrual is reached. At that time, hours will stop accruing until the employee uses PL time. Once PL time is taken, such hours will begin to accrue again, however, any hours lost during this time are considered lost eligibility and cannot be added back to their balance.

- D. **PPL Utilization:** To utilize PPL for short-term illness, the sick employee must notify their Department Supervisor two (2) hours prior to the beginning of their shift.
- E. An employee may as often as the employee desires, request to receive payment of a minimum of ten (10) PPL hours in their bank or choose to receive payment for all unused PPL hours in their bank. Requests for PPL will be honored with the next pay period immediately following such request. The payment for PPL hours banked under this provision shall be at 100% of the employees regular rate of pay.
- F. Upon termination of employment, an hourly employee may elect to be paid for any unused PPL hours in their bank. Any unused, banked PPL hours will be paid at the rate of 100% of the employee's actual rate of pay.
- G. An employee must request PPL time off and payments in advance except in the case of illness or emergency. Requests must be received and approved prior to the posting of the schedule that reflects work requirements for the time desired. The Employer shall approve requests before posting schedule. Payment for PPL under this provision will be at 100% of the employee's regular rate of pay.
- H. A part-time employee may request time off without payment of accumulated PPL that are banked.
- I. To receive payment an employee must indicate on their "time register" the number of PPL hours they want deducted from their bank.
- J. Vacations will be scheduled by seniority for May 1<sup>st</sup> through April 30 of the succeeding year. After April 30, vacations will be scheduled on a first come first serve basis. While every effort will be made to meet the requests of employees, seniority and staffing will be taken into consideration. The Employer reserves the right to cancel an employee's vacation time off due

to unforeseen circumstances, i.e., medical and employee terminations, up to fourteen (14) days before the start of the employee's vacation.

- K. Part-Time employees who have worked for the Employer for over 1 year, but did not work 1000 hours or more will receive two (2) paid days off per year. This pay will be at the employee's normal number of hours of work and pay.

**ARTICLE XII**  
**LEAVES OF ABSENCE, JURY DUTY, FUNERAL LEAVE**

- A. **Jury Duty:** A regular employee may be granted leave for jury duty and will be paid the difference between the amount received from the court for jury duty and the employee's regular daily wage for those scheduled work hours necessarily missed due to jury duty service. The employee must present the jury check or a statement from the court as evidence of the employee's services as a juror.

**Leave of Absence Without Pay**

1. An employee shall be granted a leave of absence without pay due to a personal illness or injury, not to exceed six (6) months. Such absence shall be renewable if requested in writing by the employee on a monthly basis up to a maximum of 1 year.
  2. A leave of absence for any other reason may be granted at the discretion of the Employer for a period not to exceed ninety (90) days.
  3. All requests for leave of absence must be in writing, with the leave of absence commencing on the first day away on the approved leave.
  4. Employees on leave may participate in fringe benefits at their own expense, and shall not be entitled to holiday pay. However, the Employer shall continue to pay their portion of the health insurance for ninety (90) days while employees are on a medical leave of absence, including maternity leave.
  5. Time on leave shall not be counted in determining the length of service for the purpose of progression in the wage schedules and vacations.
  6. Upon return from a leave of absence within three months, the employee shall return to the same job and hours that they had before going on leave of absence. An employee on leave of absence will maintain recall rights for an additional nine months (for a total of twelve months), and during that period may return to any open position they are qualified to fill.
- C. **Funeral Leave:** Employees shall be allowed to use up to three (3) paid days of funeral leave in case of death in the employee's immediate family. Immediate family shall mean: spouse, brother, sister, children, step children, grandchildren, parents, grandparents, step parents, mother-in-law, father-in-law,. Depending upon the circumstances, the Administrator has the

discretion to grant additional unpaid funeral leave if needed and business needs allow and may also grant unpaid funeral leave as business needs allow for relations not specifically listed in this Section. Employees may utilize available PL to cover any unpaid funeral leave granted by the Employer.

### **ARTICLE XIII** **HOLIDAYS**

- A. Paid Holidays:** Regularly scheduled full-time employees shall be granted paid holidays as follows: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day and one Floating Holiday.
- B. Pay for Holidays Worked:** When a holiday is worked, full time and part time employees will be paid two times their regular hourly rate of pay for each hour worked
- C. Rotating Holidays:** All employees will be scheduled and expected to work every other holiday in order to allow all employees the opportunity to have time off with their families.
- D. Eligibility:** In order to be eligible for holiday pay, an employee must have worked his/her last regularly scheduled work day before and first regularly scheduled work day after the holiday unless she/he is on excused illness, approved leave, or on approved vacation.
- E. Meals Provided:** Employer will furnish a meal to employees who work on the Christmas Day, Thanksgiving Day, and Easter Sunday holidays.
- F. Pay for Holidays Not Worked:** Eligible employees must be regularly scheduled to work eighty (80) hours per pay period to receive the time off holiday benefit. To be eligible, the employee must work the previous two (2) consecutive 80-hour pay periods.

### **ARTICLE XIV** **INSURANCE COVERAGE**

- A. Medical Coverage:** New Horizon Foods, Inc., will provide full time bargaining unit employees (as defined in Article II.C.) with group health insurance. The Employer reserves the right to select, discontinue and/or change the carrier and the coverage's. The health insurance premium payment will be shared by both the Employer and the union employee. The employee's contribution towards the premium costs for Medical and Dental insurance will remain at the same level it currently is at through the term of this Agreement. Copies of the insurance contract and any amendments shall be furnished to the Union and Summary Plan Descriptions shall be provided to the Union and any employee, upon request.
- B. Retirement Benefit:** The Employer shall maintain a qualified 401(k) Plan not limited to this bargaining unit for the duration of this agreement. Eligibility for the 401(k) requires the



participant to be twenty-one years of age; (2) to have completed one year of service; (3) and work 1,000 hours of service during that year.

- C. Life Insurance:** The Employer will provide and pay one (1) time the employee's annual salary up to a maximum of \$ 50,000 for Life Insurance Coverage for full time employees as defined in Article II.C.
- D. Dental Insurance:** The Employer will offer full-time bargaining unit employees with group dental coverage.
- E. Vision Plan:** The Employer will offer full-time bargaining unit employees with group vision plan coverage at the employee's own expense.
- F. Disability Insurance:** The Employer will offer full-time bargaining unit employees with group disability insurance at the employee's own expense.

#### **ARTICLE XV IN-SERVICE EDUCATION**

**Attendance:** Employees are expected to attend all required in-service classes and meetings offered during the calendar year (January-December) as a condition of continued employment. The Department Supervisor may consider requests for exceptions based on good cause shown by the employee. Except where in-service or staff meetings occur during an employee's scheduled work shift, employees will be paid a minimum of one (1) hour or actual time in attendance of straight time for attending mandatory in service and a minimum of one hour or actual time in attendance of straight time for attending staff meetings and in services. The employer will make every reasonable effort to ensure that all employees are able to attend all in-service classes and meetings.

#### **ARTICLE XVI UNION ACTIVITY**

- A. Union Access:** A non-employee representative of the Union may enter the premises in accordance with this provision to conduct proper union business. The Union representative must provide the Department Supervisor at least 24-hours advance notice of the desire to enter the premises. Under extenuating circumstances, the Department Supervisor may deny, limit, or restrict a visit depending on operational needs and circumstances. For safety and security reasons, the Union representative must enter the facility through the main doors; check-in and check-out with the Receptionist; and sign any required "Visitors" log. The Union representative may confer with bargaining unit employees only during the employees' non-working time and only in non-working areas not open to residents and families, such as employee cafeterias, employee break areas or employee lounge areas. Any conferences or meetings between the Union representative and employees shall not interfere with facility operations and shall not interrupt the work of employees on working time for any reason. Union representatives will not enter enclosed work areas or other areas designated for residents and families that are not open to visitors other than employee cafeterias, employee break rooms, or employee lounge areas. Upon request and based on availability, the Employer will provide the Union with a designated room or non-working area to meet with the employees.
- B. Union Orientation:** The Union will be permitted up to a maximum of fifteen (15) minutes with new Employees during the Employee orientation process to provide "Union Orientation." The Union representative will not lose pay or time if already scheduled to work. The purpose of Union Orientation will be to provide the Union representative opportunity to familiarize new Employees with the Union's roll and the bargaining unit agreement. The Employer and Union Representative will determine a mutually agreeable time and place to conduct the Union-

Orientation. An Employer representative involved with the employee orientation process may be present during Union Orientation.

**C. Bulletin Boards:** The Employer will provide one (1) bulletin board designated for the Union to use in the Department in an area non-visible to residents. Prior to posting, a copy of the posting will be provided to and must be approved by the Department Supervisor . The union agrees no political or controversial material will be posted and no materials may be distributed that are critical of any policy or of any rule relating to food service and/or resident care or the facility. The Department Supervisor has the sole authority to determine whether material is "controversial."

**ARTICLE XVII**  
**SEPARABILITY**


Should any of the provisions of this Agreement be found to be in violation of any law, it's status will not affect any other provisions of this Agreement and they shall remain in full force and effect for the duration of this Agreement.


**ARTICLE XVIII**  
**DURATION AND TERMINATION**

Except as otherwise provided herein, the period of this Agreement shall be from January 1, 2016 through December 31, 2016 and shall automatically renew each year thereafter unless ninety (90) days prior to the anniversary date the Union gives written notice of the Union's intention to amend or modify this Agreement. **IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed the day and year first above written.

New Horizon Foods, Inc. Scenic Shores

AFSCME Council 5

By   
District Manager

By   
President local 2032

By \_\_\_\_\_

By   
Field Rep, AFSCME Council 5

By \_\_\_\_\_

By   
Northern Field Director, Council 5