AGREEMENT

Between

UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION
LOCAL 1546

And

BAYSIDE TERRACE

February 1, 2020 - January 31, 2023
<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Purpose</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Recognition</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Union Affiliation</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Union Security</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>Maintenance of Standards</td>
<td>6</td>
</tr>
<tr>
<td>6</td>
<td>Management Rights</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>Hours of Work and Overtime</td>
<td>6</td>
</tr>
<tr>
<td>8</td>
<td>Rates of Pay</td>
<td>8</td>
</tr>
<tr>
<td>9</td>
<td>Seniority</td>
<td>9</td>
</tr>
<tr>
<td>10</td>
<td>Holidays</td>
<td>11</td>
</tr>
<tr>
<td>11</td>
<td>Vacations</td>
<td>12</td>
</tr>
<tr>
<td>12</td>
<td>Grievance Procedure</td>
<td>13</td>
</tr>
<tr>
<td>13</td>
<td>No Strike No Lockout</td>
<td>15</td>
</tr>
<tr>
<td>14</td>
<td>Absence from Work</td>
<td>15</td>
</tr>
<tr>
<td>15</td>
<td>Additional Benefits</td>
<td>17</td>
</tr>
<tr>
<td>16</td>
<td>General Provisions</td>
<td>18</td>
</tr>
<tr>
<td>17</td>
<td>Discharge and Suspension</td>
<td>20</td>
</tr>
<tr>
<td>18</td>
<td>Successorship</td>
<td>21</td>
</tr>
<tr>
<td>19</td>
<td>Severability Clause</td>
<td>21</td>
</tr>
<tr>
<td>20</td>
<td>Health and Welfare</td>
<td>21</td>
</tr>
<tr>
<td>21</td>
<td>Pension Plan</td>
<td>23</td>
</tr>
<tr>
<td>22</td>
<td>Complete Agreement and Duration</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>Exhibit “A”</td>
<td>26</td>
</tr>
</tbody>
</table>
AGREEMENT

This Agreement is entered into between UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, Local 1546 (herein called the “Union”) and BAYSIDE TERRACE, WAUKEGAN, ILLINOIS, (herein called the “Employer”).

ARTICLE 1 - PURPOSE

1.1 The purpose of this Agreement is to establish and maintain harmony and cooperation between the Employer and the employees covered hereunder, by setting forth the complete understanding between the Employer and the Union with respect to wages, hours and other terms and conditions of employment of such employees and providing an orderly procedure for the prompt and fair disposition of any grievances or problems that might arise.

1.2 Both the Employer and the Union, in entering into this Collective Bargaining Agreement, agree to jointly work together in providing and maintaining conditions that will permit employees to perform their work in a safe, efficient, energy-conscious manner. It is essential that both parties be committed to carrying out the complete terms of this Agreement for the benefit of the employees, residents and the community in general.

ARTICLE 2 - RECOGNITION

2.1 The Employer recognized the Union as the exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time and part-time nurses aides, resident service assistant (RSA), orderlies, housekeeping employees, laundry employees, dietary employees and activities aides employed by the Employer at Bayside Terrace, excluding registered nurses, licensed practical nurses, all office and clerical, department heads, guards and supervisors as defined in the Act.

If during the term of this contract, the State of Illinois changes the license requirement or “Aides” under the new rules covering “SMHRF” locations in the State of Illinois. The Company will offer training to allow current employees to maintain his/her employment before hiring new employees. The Company and the Union will meet thirty (30) days prior to discuss the implementation of any such training.
2.2 Unless the context clearly indicates otherwise, the term “employee” as used in this Agreement means only a person employed by the Employer in the bargaining unit as described in Section 2.1.

2.3 A regular full time employee is an employee who is regularly scheduled to work five (5) days per week, with a minimum of thirty-seven and one half (37½) hours per week.

The Company will maintain at least sixty percent (60%) of its unionized work force as full-time employees as outlined in Section 2.3 of this Agreement. Should the Company fall below this average; the Company will post openings for full-time positions. Part-time employees wishing to become full-time must be able to work the scheduled hours the Company has open. Notwithstanding the language herein, the Company will not be in violation of the contract in the event that the Company falls below this sixty percent (60%) average where the open, full-time positions are posted, but no part-time employee has indicated a willingness to work the available hours.

2.4 A regular part-time employee is an employee who is regularly scheduled to work less than thirty-seven and one half (37½) hours with a minimum of fifteen (15) hours per week.

2.5 A PRN (casual employee) employee is a non-union employee and will receive no benefits of this contract. PRN employees will not earn an hourly rate higher than a union employee. PRN employees are limited to working no more than thirty (30) hours per calendar month.

PRN employees will only be hired as a CNA/RSA and at no time will the Company employ more than three (3) PRN employees at any one time.

2.6 The basic workweek shall be Monday through Sunday, in a two (2) week pay roll period.

**ARTICLE 3 - UNION AFFILIATION**

3.1 The Union and the Employer agree that there shall be no discrimination against any employee because of Union membership or lawful Union activity.
3.2 It is agreed that an employee of the Employer, upon being elected or appointed to office in the Union, shall be granted a leave of absence for the period up to three (3) months, and upon expiration of such leave, shall be reinstated to the first available position. The Employer in good faith will attempt to reinstate the employee as close to the previous responsibilities as possible without sacrificing resident care and safety.

ARTICLE 4 - UNION SECURITY

4.1 The following employment condition shall be effective: 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 execution date of this Agreement, shall remain members in good standing and those who are not members on the execution date of this Agreement, shall on the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union as provided for in Section 8(a) (3) of the National Labor Relations Act. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. The Employer may secure new employees from any source whatsoever.

New full-time employees shall be on a sixty (60) day probationary trial period and new part-time employees shall be on a ninety (90) day probationary trial period and may be discharged during the probationary time without just cause. With a mutual agreement between the Employer and the employee there may be a written extension with cause for another thirty (30) days. Upon completion of the probationary time, his/her seniority shall revert back to the beginning date of his/her employment. There may be an extension of this probation period for another sixty (60) days to enable the employee to qualify and complete all the educational requirements as required by the facility SMHRF and CARF (when accredited) and the Nursing Home Reform Act. Upon completion of this probationary period, seniority shall revert back to the date of hire. The Union will be informed of any extensions. All employees are eligible for holiday pay after completing his/her original probationary period.

4.2 The Employer shall pay said person so employed during the period said person is not a member of the Union at the regular Union wage provided for in this Agreement and shall
in all other respects require said person to work under and live up to all provisions of this Agreement.

4.3 **Dues/Fees Check Off and Notification:** The Employer agrees to deduct Union dues and fees upon written authorization by an employee, in accordance with the provisions of the Labor Management Relations Act of 1947, and remit the same to the Union along with a list of individuals for whom the deductions were made. Dues will be checked off on a monthly basis in advance. The Employer agrees to notify the Local Union when new employees are hired. The Employer shall furnish the following information by the first (1st) of each month: a) Any change in the regular rate of pay for any employee; b) Any change in the job classification of any employee; c) Any newly hired employee’s Union application.

4.4 **Active Ballot Club (A.B.C.):** The Employer agrees to honor and transmit to the Union, contribution deductions to the United Food & Commercial Workers International Union Active Ballot Club from employees who are union members and who sign deduction authorization cards. The deductions shall be in the amounts and with the frequency specified on the political contribution authorization cards; however, such deductions shall be remitted in conjunction with regular monthly dues deductions. While the deductions will be remitted at the same time of the regular monthly dues deduction, such payment shall be in the form of a separate check from the regular monthly dues deductions. When the Employer remits the deduction to the United Food & Commercial Workers International Union Active Ballot Club the Employer shall include a list of individuals for whom the deductions were made.

4.5 **Credit Union:** The Employer agrees to honor an employee’s request to belong to the UFCW Local 1546 Credit Union. The Employer shall make wage deductions upon authorization by employee and forward funds to the UFCW Local 1546 Credit Union.

4.6 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by the purpose of complying with Sections 4.3, 4.4 and Section 4.5.
4.7 Authorized Union representatives shall be allowed reasonable access to all bargaining unit work areas upon notice to the Administration to ensure that the terms and conditions of this Agreement are being complied with. Such permission shall not be unreasonably withheld.

**ARTICLE 5 - MAINTENANCE OF STANDARDS**

5.1 No employee shall, as a result of this Agreement, suffer any reduction in wages previously granted by the Employer. Further, this Agreement provides minimum standards only and shall not prevent this Employer from granting additional payment of benefits so long as such granting is not otherwise violative of this Agreement or State or Federal Laws.

**ARTICLE 6 - MANAGEMENT RIGHTS**

6.1 Management of the Center, the control of the premises, and the direction of the working force are vested exclusively in the Employer, subject to the provisions of this Agreement. The right to manage includes, but is not limited to the following: the right to discipline, suspend, layoff or discharge for any violation of the facility’s policies or work and safety rules and supervise employees, to determine starting times and shifts, procedures and equipment to be utilized by employees, to achieve the highest level of employee performance and production consistent with safety and good health.

**ARTICLE 7 - HOURS OF WORK AND OVERTIME**

7.1 The provisions of this Article are intended to provide the basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or days of work per week, or pay in lieu thereof, except as expressly provided for in Sections 7.11 and 7.12. The basic workweek shall be Monday through Sunday.

7.2 Time and one-half (1½) of the regular straight-time hourly rate will be paid for all hours worked:

(a) in excess of eight (8) hours in any working day; and
(b) in excess of eighty (80) hours worked in any two (2) week payroll period.

7.3 Overtime must be approved by the Supervisor prior to working overtime. (No overtime is to be worked without the approval of his/her supervisor) Employees desiring to work
overtime shall indicate this desire and their availability, in writing, to the Administrator or their designee. When the Company is posting the schedule and overtime hours are available, the Center shall first offer those hours to the most senior employee who has indicated a desire first. After an employee has signed up for three (3) full shifts of overtime in a bi-weekly pay period, overtime hours shall then be distributed to other employees on a rotation, starting with the next most senior employee. If the open shifts are not filled after this rotation the company will offer these open shifts by seniority to employees that have already signed up for three (3) full shifts of overtime. When overtime hours become available as a result of a call off, the Employer shall offer those hours to the most senior employee who is at work at the time when the call off occurs first, (regardless if the senior employee has already worked or has signed up for three (3) full shifts of overtime during this pay period.) When it is necessary for the Employer to assign (mandating) overtime, those hours shall be assigned to the least senior employee on duty first and rotated as outline below.

7.4 There shall be no pyramiding or duplicating of overtime rates. Hours compensated for at overtime rates under one provision of this Agreement shall be excluded as hours worked in computing overtime under any other provision.

7.5 Holidays paid for but not worked by an employee shall not be counted as time worked for the purpose of computing overtime.

7.6 Employees working a shift of more than four (4) hours will normally be allowed a thirty (30) minute meal period with pay. No meal period will be provided for employees working a shift of four (4) hours or less. A normally prepared meal will be provided at nominal cost per employee for the term of the Contract, in accordance with the appropriate regulations. Meals will be taken on the premises.

7.7 Employees working a shift of seven and one-half (7½) hours or more will be granted an uninterrupted rest period or periods, except for emergencies, totaling thirty (30) minutes. The rest periods will be scheduled to provide fifteen (15) minutes of rest before the meal period and fifteen (15) minutes of rest after the meal period. Employees working a shift of three and one-half (3½) hours but less than seven and one-half (7½) hours will be granted a rest period of fifteen (15) minutes. Employees assigned to work overtime for a continuous period of four (4) hours or more after the end of their regular shift will be
granted an additional rest period of fifteen (15) minutes during the overtime period.

7.8 Work schedules shall be posted at least five (5) days prior to the start of the work period. If the Employer makes a change in the work schedule of any individual employee, two (2) days’ notice of the change in the work schedule of the individual employee shall be given by the Employer to the employee, except in emergencies or to provide for absent employees.

7.9 Schedules shall provide employees with twelve (12) hours’ rest between shifts, except in emergencies, overtime assignments or to provide coverage for absent employees.

7.10 No employee shall be scheduled to work for more than six (6) consecutive days in the same workweek unless overtime pay is paid for work in excess of six (6) consecutive days, unless the employee requests such schedule.

7.11 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 emergencies or to provide coverage for absent employees. When extra weekend work is needed it will be rotated between all employees by department and shift.

7.12 An employee reporting to work at his/her regularly scheduled starting time, who has not previously been notified not to report for work shall receive a minimum of four (4) hours of work for that day or four (4) hours’ pay in lieu thereof.

7.13 Employees who are called in to work outside their regularly scheduled work shifts shall receive a minimum of four (4) hours’ pay or pay for hours actually worked, whichever is greater.

**ARTICLE 8 - RATES OF PAY**

8.1 Job classifications in existence on the date of this Agreement, the rates of pay and the progression schedules applicable thereto, and the effective dates of said rates are set forth in Exhibit A, attached hereto and made a part hereof.

8.2 If during the term of the Agreement new job classifications are established within the bargaining unit or the duties of an existing job classification are substantially changed, the
Employer will put the new or changed job classification into effect and establish a rate of 
pay therefor. Such rate will be negotiated with the Union in advance. A grievance 
protesting the rate may be filed under the grievance procedure in Article 12, provided that 
the sole grounds for any such grievance should be that the rate does not bear a proper 
relationship to existing rates.

8.3 Employees shall be paid every two (2) weeks and shall receive, therewith, a statement 
showing the number of hours worked, the amount of deductions and for what purpose. 
Each employee’s time card shall be available on request.

8.4 Payroll shortages, from regular or overtime hours, of more than Twenty-Five Dollars 
($25.00) will be paid to the employee on a special check no later than three (3) business 
days following the payday.

ARTICLE 9 - SENIORITY

9.1 Seniority shall be defined as a length of continuous employment with the Employer. Under 
this definition, the last employee hired shall be the first to be laid off. Temporary absence 
from work, as set forth in this Agreement, shall not break seniority. Seniority may be 
broken only by:

(a) quit;
(b) justifiable discharge;
(c) if an employee has been continuously laid off for a period of more than six (6) 
months;
(d) failure by the employee to notify the Employer within two (2) days of recall that 
he/she will return to work;
(e) failure of an employee to return to work after recall from layoff within two (2) days 
from date of notification of recall;
(f) failure of an employee to return to work in accordance with the terms of leave of 
absence;
(g) if the employee is absent from work for one (1) day without advising the Employer 
(no call/no show), in a rolling twelve month period, this employee will be 
suspended for up to three (3) days. If the employee has a second no call/no show in 
the rolling twelve month period, this will be grounds for termination; or
(h) if the employee gives a false reason for obtaining a leave of absence, or engages in
other employment during such leave.

Recall to work shall be governed by the same principles of seniority.

9.2 Part-time employees shall be given preference to full-time employment over new hires. Full-time and part-time employees, by seniority within their department, may claim the greater number of available hours if such employees are available and qualified to work such hours.

9.3 Upon the Union’s request, the Employer shall semiannually furnish the Union with a current seniority list covering all names, rates of pay, dates of hire and classification of each employee.

9.4 When an employee is promoted or transferred from a bargaining unit job to a position outside the unit, his/her seniority status shall be frozen as of the date of promotion or transfer. If he/she is transferred back to the bargaining unit, he/she shall be entitled to a job in accordance with such accumulated seniority and ability as if he/she had been on layoff. An employee who is employed by the Employer originally in a supervisory position outside the bargaining unit shall not accumulate seniority while working as a supervisor.

9.5 An employee may request a transfer from one shift to another. When a transfer from one shift to another becomes necessary, the principle of seniority and ability shall apply.

An employee may request, in writing, a continuing preference of shift. The Employer shall take all reasonable means to transfer employees to their preferred shifts. An employee with greater seniority may be transferred if he or she had previously indicated his/her desire for such a transfer.

9.6 Layoffs will be guided by the principles of seniority, by classification (full time, part time) and by seniority group. A full time employee may elect to become a part time employee to avoid a layoff. If a full time position becomes available the last full time employee reduced to a part time employee should be offered that position first. A senior employee from one seniority group may bump into another seniority group, provided the employee can work the hours of that employee and perform the duties of that employee with a reasonable period of training. An employee that bumps into a position with a lower rate of pay will receive the lower rate in accordance with their seniority. No employee will be allowed to
bump into a position that requires license or a certificate. A one week notice of layoff will be given to any effected employee before such layoff begins.
ARTICLE 10 - HOLIDAYS

10.1 The following days shall be recognized as holidays for all eligible employees under this Agreement: New Year’s Day; Martin Luther King, Jr.’s Birthday, Easter Sunday; Memorial Day; July Fourth; Labor Day; Thanksgiving Day; and Christmas Day.

All fulltime employees after one (1) year of service shall receive their Birthday as a paid Holiday.

10.2 To be eligible for holiday pay an employee must satisfy all of the following requirements:

(a) he/she must have worked his/her scheduled workday before and his/her scheduled workday following the holiday and if scheduled the Holiday, unless excused by the Employer for good cause;
(b) he/she must have worked in the two (2) week payroll period in which the holiday falls unless on vacation or sick leave.

10.3 Because the Employer operates every day of the year, twenty-four (24) hours a day, and that it is not possible for all employees to be off duty on the same day, the employees shall be scheduled to work holidays on a rotating basis.

10.4 If a holiday falls within an employee’s scheduled vacation, the employee, if otherwise eligible, shall be paid holiday pay in addition to his/her vacation pay, or granted an additional day of paid vacation.

10.5 Hours worked on holidays will be paid for at the regular rate of pay in addition to the holiday pay. All employees shall receive holiday pay based upon the proportion that their hours worked per week bear to forty (40) hours measured over the eight (8) week period immediately preceding the holiday.

10.6 An eligible employee who is laid off on the day immediately preceding or on the day immediately following a recognized holiday shall receive holiday pay for the recognized holiday.
10.7 The employee shall have the option of (a) taking time off on his/her birthday if he/she notifies the Employer in writing at least two (2) weeks in advance, or (b) working and receiving holiday pay plus his/her regular rate of pay for hours worked.

10.8 The employee’s birthday, as a paid holiday under this Agreement, may be granted thirty (30) days before, but no later than thirty (30) days after, the actual dates and shall be paid if not taken should the employee be terminated or voluntarily quits after said holiday.

10.9 During the first sixty (60) days of an employee’s probationary period, said employee shall accrue no holidays. After sixty (60) days elapse, all holiday benefits will revert back to the employee’s date of hire.

**ARTICLE 11 - VACATIONS**

11.1 All employees shall be granted vacations with pay based upon their years of continuous service with the Employer in accordance with the following schedule:

- 1 week per year .......................................................... after 1 year of service
- 2 weeks per year ........................................................... after 2 years of service
- 3 weeks per year ........................................................... after 5 years of service
- 4 weeks per year ........................................................... after 10 years of service
- 5 weeks per year ........................................................... after 15 years of service

11.2 All employees shall receive, for each week of vacation, pay equal to the average number of hours paid per week, measured over the preceding fifty-two (52) weeks, up to a maximum of 2080 hours (per year) shall count toward vacation accrual. Vacation pay will be computed based upon the rate received by the employee as of the time the vacation is taken.

11.3 An employee’s vacation eligibility year is the twelve (12) month period immediately preceding the anniversary of his/her last date of hire and is the period in which he/she earns his/her vacation.

11.4 Employees must take their vacation during the twelve (12) month period following their vacation eligibility year. Employees who have worked at least three (3) months past their anniversary date, resign and give two (2) weeks’ notice of termination of employment will
be entitled to receive vacation pay in lieu of vacation to the extent that such vacation pay has been earned on the date of termination of employment. An employee discharged for just cause shall not receive pro rata vacation pay.

11.5 An employee will receive vacation pay on the last established payday prior to the start of the vacation. Vacations earned must be taken; no vacation pay will be given in lieu of vacation, unless agreed to by the Employer and the employee. Employees shall request their vacation thirty (30) days prior to the end of their vacation eligibility year in writing to their supervisor. Unused vacation time will not roll over from year to year without the approval of the employer, but will be paid out at the end of the employee’s vacation eligibility year.

11.6 The Company will post a vacation schedule and take vacation requests by January 1st of each year. All vacation scheduled by March 31st shall be scheduled on a seniority basis, based upon reasonable availability. After March 31st, vacations will be scheduled by first come first serve. Once approved, there will be no change unless by mutual agreement. Employees are encouraged to submit their vacation request by January 1st or as soon as practical thereafter.

Employees will request vacation time in writing, dated and signed by the employee. The Company will respond to the employee in writing within seven (7) days, if the request is turned down the reason will be given and the parties will attempt to reschedule. If the Company does not respond in writing within seven (7) days then the vacation request will be considered as granted. Employees that request vacation time with at least a thirty (30) day notice will receive vacation pay on the last established payday prior to the start of the vacation. Employees are encouraged to take their vacation time during their vacation year of eligibility.

11.7 Employees who earn four (4) or more weeks of vacation shall have the right to request up to a maximum of two (2) weeks’ vacation pay each year. In order to receive vacation pay in lieu of vacation time off, an employee must provide the Company with no less than thirty (30) days’ notice.

**ARTICLE 12 - GRIEVANCE PROCEDURE**
12.1 Subject to the provisions of Section 12.2, any grievance by the Union or an employee against the Employer with respect to the interpretation or application of, or compliance with, this Agreement or with respect to disciplinary action taken with any employee, including the reasonableness of any Employer rules of conduct or regulations under which the disciplinary action may have been taken, shall be settled in the following manner:

(a) The union Representative involved shall orally discuss the grievance with the Administrator. The Administrator shall reply orally to the grievance.

(b) If the matter is not satisfactorily adjusted in step (a) above, the grievance shall be reduced to writing and submitted to the Administrator of the facility. The written grievance shall contain a brief statement of the nature of the grievance and shall state the relief sought. The Administrator or his/her designee shall reply to the grievance within ten (10) days.

(c) At the conclusion of step (b) above and by mutual agreement of both parties, the Employer and the Union may enlist a mediator from Federal Mediation and Conciliation to attempt to resolve the outstanding grievance. This provision does not affect the Union’s rights with regards to arbitration but will freeze the timelines set forth below to allow the parties the time to go through the mediation process.

12.2 When in the judgement of either party arbitration is necessary, either party may initiate the same by notifying the other party in writing that it has invoked the arbitration provisions of the Contract and that it has requested the American Arbitration Association to submit a panel of arbitrators to the parties. In no event shall arbitration be initiated earlier than seven (7) days following the mailing of the written grievance. The parties shall promptly proceed to select an arbitrator from the panel and proceed to arbitrate the grievance all in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.

12.3 Expenses incurred in connection with the arbitration, to wit, fees of the American Arbitration Association, the arbitrator’s fees and expenses and rental of a hearing room, if necessary, shall be shared equally by the parties.

12.4 All grievances except those hereinafter specified must be presented in the first step of the grievance procedure within ten (10) days, except for wage claims which shall be presented
within a reasonable time, from the date the cause for the grievance occurs or the employee or the Union has knowledge of the cause for the grievance.

Grievances involving the discharge, suspension, or layoff of an employee, must be presented within ten (10) business days subsequent to the date of the discharge, suspension or layoff. Unless grievances are so presented, the right to file a grievance shall be waived, provided the company has given a timely notice as outlined in section 17.2 of this contract.

**ARTICLE 13 - NO STRIKE - NO LOCKOUT**

13.1 The Union will not cause or permit its members to cause, and will not sanction in any way, any strike, slowdown, picketing, or other curtailment, restriction, or interference with any Employer functions or operations for any reason whatsoever, and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

13.2 The Employer agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

**ARTICLE 14 - ABSENCE FROM WORK**

14.1 All employees may be granted a leave of absence without pay for a period not to exceed ninety (90) days, provided a written application is submitted to the Employer setting forth a good cause for the leave of absence and such leave does not interfere with the efficient operation of the department; and, provided further, that the leave may be extended by the Employer at the request of the employee for an additional period or periods of ninety (90) days.

Normally, a leave of absence will not be granted during the first (1st) year of employment except for a short duration in emergency circumstances.

14.2 Military leave of absence and the re-employment rights of employees who serve in the armed forces of the United States will be determined on the basis of the applicable federal law of the land.

14.3 All employees who apply will be granted a maternity leave of absence without pay. It is
the responsibility of the employee to inform her supervisor and the Administrator, in writing, of her pregnancy as soon as she becomes aware of it, and a letter must be submitted from her doctor stating the anticipated date of birth and a determination of how long the pregnant employee may physically continue to work. An employee desiring to return to work after a maternity leave must notify the Employer in writing in advance of the date she desires to return to work and must submit a letter from her physician stating that she is physically able to return to normal, unrestricted duties.

14.4 **Injury or Illness Leave:** Employees with at least six (6) months of service time will be granted a leave of absence of up to six (6) months shall be granted to employees unable to work because of injury or illness. Upon return to work from a leave of absence, the employee shall be reinstated to the job previously held, or to a comparable job. The employee shall be restored to the work schedule for the next work period following notice to the supervisor of his/her availability. The employee will provide medical documentation stating that the employee is released to work with no restriction.

14.5 **Jury Duty:** Employees must immediately notify the Employer that they are called upon to serve on jury duty. The Employer may ask for the employee to be excused from jury duty. An employee who is called upon to serve on jury duty shall be paid for actual hours worked for the Employer. If this pay, together with his/her jury duty pay, does not equal his/her regular weekly pay, the Employer will make up the difference for a maximum period of two (2) 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-time pay from his/her Employer while serving on a jury will be required to turn in to his/her Employer the jury pay for the period he/she served on the jury, not to exceed two (2) weeks.

14.6 **Employees required to appear in court or in legal proceedings on behalf of their Employer shall receive compensation at their regular straight-time hourly rate of pay for the time spent in making such appearances, less any witness fees received.**

14.7 **F.M.L.A:** The Company will comply with the Family Medical Leave Act. Eligible employees may take a family leave of absence (without pay) for a period of up to twelve (12) weeks, without loss of seniority or other rights. Employees are advised to refer to the Company Human Resource Department or call your Local Union representative for information regarding eligibility or other requirements.
ARTICLE 15 - ADDITIONAL BENEFITS

15.1 All employees shall accrue one (1) day’s paid sick time, up to six (6) per year. One (1) day shall be earned between January 1 through February 28; March 1 through April 30; May 1 through June 30; July 1 through August 31; September 1 through October 31; and November 1 through December 15. Paid sick time that is earned for the months of January through October and has not been used shall be paid to each employee prior to Christmas each year. Paid sick time that is earned and not used for the months of November and December shall be paid to each employee with the prior to the end of January of the following year. Employees who are scheduled to work less than full-time shall receive paid sick time on a pro rata basis based on the average number of hours worked during the year. Any employee who terminates prior to the week before Christmas, and has earned sick time pay, shall receive his/her sick time pay at the time of termination. Paid sick time shall be paid as of day one in the event an employee is sick, if the employee takes more than three (3) consecutive scheduled days off of work, the employee must provide medical documentation if requested by the Employer.

In the event of an employee illness all employees may request and be paid vacation time if the employee has ran out of paid sick time, provided the employee has available vacation time to equal the time missed by the employee as a result of illness or injury. The Company may request medical documentation if the employee is absent more than three (3) days.

15.2 Funeral Leave: All full-time employees shall be allowed paid time off at regular straight-time rate up to but not to exceed three (3) workdays as normally scheduled for the employee in the case of death of the employee’s parent, child, legally adopted stepchildren, brother, sister (same parents), grandparents, grandchild or current spouse, who resides with the employee or with whom the employee resides. Part-time employees shall be allowed paid time off at regular straight-time rate up to but not to exceed one (1) workday as normally scheduled for the employee in the case of the death of the employee’s parent, current spouse or children. Moreover, if the employee is notified of such death while at work, the employee shall be excused from further work on that day without loss of pay and the time off provided for above shall begin with the following day.

Employees unable to attend the Funeral of a family member listed above because of the time required to travel out of the country will be allowed to use earned vacation time to
travel out of the country to attend the funeral. A maximum of ten (10) vacation days will be allowed. The Company reserves the right to request documentation prior to this benefit being granted.

ARTICLE 16 - GENERAL PROVISIONS

16.1 The Employer and the Union agree that neither the Employer nor the Union shall discriminate with respect to employment or personnel action by reason of Union affiliation, race, color, creed, sex, national origin or age, as provided by law.

16.2 The Employer will continue to make reasonable provisions for the safety of its employees during their hours of employment. Any safety concern brought up to the Employer by the Union should be addressed within thirty (30) days. Employees from the bargaining unit may be asked by the Employer to serve on the Employer’s safety committee without loss of wages.

16.3 The employee agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established. Non-Union employees are also be subject to these guidelines.

16.4 The Employer and the Union agree to cooperate in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the establishment, and in caring for the residents or patients in the best manner possible in conformation with all rules and regulations of the Illinois Department of Public Health.

16.5 Voluntary organizations and workers perform services for the Employer that are valuable and necessary contributions to the welfare of the residents and to the operation of the facility. Also, the Employer engages in education and research which involves persons performing tasks and being sought to perform tasks which are similar or identical to those of employees of the facility. The Employer continues to have the right to avail itself of any and all such voluntary services and to engage in such educational and research activities. Volunteers and persons engaged in educational and research activities shall not be used for the purpose of displacing regular employees.
16.6 Employees making a written request at least five (5) days in advance of a national, state or local election, may be granted two (2) hours off without pay for the purpose of voting.

16.7 The Employer agrees to grant necessary time off without pay and without discrimination to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business so long as it does not interfere with the Employer’s business and provided that written notice is given to the Employer by such employee at least one (1) week prior to the start of the affected shift.

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

16.9 The Employer will provide sufficient space on a bulletin board for the posting of Union notices.

16.10 The Employer may not require employees covered by this Agreement to submit to a lie detector tests unless required by State or Federal Law.

16.11 Staff Dining: A suitable lounge and restrooms shall be made available and maintained by the Center for the employees’ use.

16.12 New employees may be required to take a physical examination, to show their physical fitness to perform the work for which they have been employed. The cost of the initial or subsequent annual physical examinations shall be paid by the Employer, if the employee obtains these physicals at the Public Health Facility in Waukegan, Illinois. Employees can choose their own doctors at their own expense.

16.13 Employees required to attend meetings or in-service classes shall be paid for time spent at these meetings or classes at the applicable rate of pay. If the employee chooses to take the classes off premises, it is at the employee expense.

16.14 The Employer agrees not to enter into any Agreement or Contract with his/her employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
16.15 All employees must return to work following an injury and be certified as ready and able to perform all regular duties. If the employee requires medical treatment as a result of the injury, the Employer shall adjust the work schedule, without penalty to the employee, to provide both the time for medical care and the number of hours of work for which the employee is regularly scheduled to work.

16.16 Employees shall not be monetarily responsible for damages or repairs of equipment which result from the ordinary use of any of the Center’s equipment.

16.17 Labor Management meetings shall be set mutually at the discretion of the Union and the Employer.

16.18 The Union has the right to appoint up to two union stewards.

**ARTICLE 17 - DISCHARGE AND SUSPENSION**

17.1 Employees will be suspended or discharged in accordance with any violation of the facility’s policies or work and safety rules.

17.2 The Employer shall notify the Union of any discharge or suspension, stating the date of discharge or suspension and the reason, no later than the Union’s seventh (7th) regular business day.

17.3 The Employer will utilize written warning notices along with individual counseling sessions. Copies of the written notices will be available to the Union.
A written warning will expire one (1) year after the date it is given to an employee and may not, thereafter, be used in computing the number of written notices an employee has received.

17.4 It is mutually agreed by the Company and the Union that no warning notices need be given prior to discharge for employees terminated for just cause.

17.5 Discipline will be conducted on an instructional basis designed to encourage an employee to improve performance and/or become more aware of the need to adhere to and conform with established Company policy.

ARTICLE 18 - SUCCESSORSHIP

18.1 In the event of any sale, purchase, merger, or other transaction affecting ownership of the Employer’s business or ownership of the assets of the Employer’s business, the Employer agrees to make the existence of this Agreement and its terms and conditions to the other party to any such transaction. The Employer agrees to provide the Union with all contact information of the new ownership group prior to any such transaction.

ARTICLE 19 - SEVERABILITY CLAUSE

19.1 If any part of this Agreement is held to be in violation of any Federal or State Law, the provision held to be invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to be binding on the parties hereto.

In the event any provision is held 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 20 - HEALTH AND WELFARE

20.1 The Company agrees to maintain a Company sponsored private (Bayside Terrace) Healthcare plan from United Healthcare (either a PPO or HMO) for the life of the contract and should the Company change plans during the life of the contract, the changes will be
to a similar plan or to a plan that offers greater coverage than the plan it replaces. The Company agrees to notify and meet with the Union thirty (30) days prior to any changes.

The Employer shall have the right to, among other rights as spelled out in the plan documents, change carriers, change administrators, change funding methods, insure, or self-insure all or any part of the benefits provided. The program is as set forth in the plan documents and given to the Union on February 11, 2020, (as those documents may from time to time be amended and which are hereby incorporated by reference into and made a part of this Agreement).

20.2 Effective December 1, 2014 the Company agrees to offer to all eligible employees a Company sponsored private health insurance program that meets or exceeds all State or Federal healthcare requirements. The Company plan will provide employee only coverage as part of the base plan but will also offer other optional coverage’s to include but not limited to dental, vision, employee and spouse, employee and child or children and family coverage.

20.3 The Company will give the employee’s a thirty (30) day notice before the start of the yearly open enrollment period.

20.4 The employees cost of coverage will be deducted pre-taxed from the employee’s paycheck. The deductions will be done bi-weekly (26 times per year). The employee bi-weekly cost will be limited to Ninety-Five Dollars ($95.00) for single coverage for the first year. If there is an increase in the cost of Health Insurance in June 2020, 2021 and/or 2022, the Company will pay for sixty percent (60%) of the increase and the employee will pay for forty (40%) per cent of the increase, in the base single plan. The cost of optional cost (if any) chosen by the employee is the employees responsibly.

20.5 Effective December 1, 2014 all employees who average thirty (30) or more hours per week shall be offered coverage under the Company Insurance Plan at the start of the first day of the first month following sixty (60) days of employment. If an employee is hired to work for less than thirty (30) hours per week, but at a later point of time begins working thirty (30) or more hours per week for a two (2) month period of time this employee would become eligible for insurance coverage at the start of the next month.
An employee, who falls below the thirty (30) hour weekly average for four (4) consecutive payroll periods, shall be dropped from the Company Insurance Plan. All vacation time, paid holiday, paid sick day, and overtime, paid to the employee shall be counted as time worked.

To regain insurance coverage, employees must average thirty (30) or more hours per week for four (4) consecutive payroll periods. Coverage will begin at the start of the first day of the first month following the completion of the payroll period.

20.6 Employees on an approved FMLA leave of absence will receive three (3) months of coverage. Employees will be required to pay his/her bi-weekly co-pay while on such leave.

**ARTICLE 21 - PENSION PLAN**

21.1 Effective July 1, 2012, the Employer agrees to a contribution of forty-seven cents (.47¢) per hour on all straight-time hours for employees who have completed one (1) year of employment. Such contributions shall be made to the United Food and Commercial Workers Unions and Employers Midwest Pension Fund. The contribution shall also be made on hours for which employees receive holiday pay and vacation pay, and hours worked on Sunday, except that no contribution shall be made on hours in excess of eight (8) per day or forty (40) per week. Effective January 1, 2011, the Company contribution on all employees will begin after one (1) year of service.

21.2 Effective November 1, 2019, the supplemental contribution rate shall increase to ninety-six cents (.96¢) per hour in addition to the basic contribution rate specified above.

Effective February 1, 2020, the supplemental contribution rate shall increase to One Dollar and One Cent (1.01¢) per hour in addition to the basic contribution rate specified above.

Effective February 1, 2021, the supplemental contribution rate shall increase to One Dollar and Six Cents (1.06¢) per hour in addition to the basic contribution rate specified above.

Effective February 1, 2022, the supplemental contribution rate shall increase to One Dollar and Eleven Cents (1.11¢) per hour in addition to the basic contribution rate specified above.

This supplemental contribution shall be to provide funding to the Pension Plan in
accordance with the Plans Alternate Rehabilitation Schedule as adopted by the Funds Trustees on October 22, 2010 and amended on April 1, 2016.

21.3 Contributions shall be made to a jointly administered Pension Trust Fund, to be trusteeed and administered in accordance with existing law and in accordance with the Pension Plan and Trust Agreement existing between the parties. Said contributions shall be for the sole purpose of providing pension for eligible employees as defined in such Pension Plan.

21.4 Collection of Delinquent Contributions: Any Employer who is sixty (60) days delinquent in the payment of any or all of the contributions required of it by Articles 20 and 21, shall pay, as liquidated damages, a sum of Twenty Dollars ($20.00) or ten percent (10%) of the amount delinquent, whichever is greater. Such damages shall be computed monthly and on a separate basis for the Pension Fund. The amount of liquidated damages shall be added to the cumulative total of delinquent contributions and shall be included in the computation of damages.
ARTICLE 22 - COMPLETE AGREEMENT AND DURATION

22.1 This Agreement is the complete Agreement between the parties, and, except as expressly provided for herein, relieves the parties of the obligation to bargain on any subject during the term of this Agreement.

22.2 This Agreement shall be effective from the date hereof, except as otherwise specifically provided, and shall continue in full force and effect from **February 1, 2020 to January 31, 2023**, and shall continue from year to year thereafter, unless either party serves a written notice upon the other party ninety (90) days prior to January 31, 2023 of its desire to terminate, modify or amend the provisions of this Labor Agreement.

Executed this __________ day of ______________________, 20__________

BAYSIDE TERRACE
WAUKEGAN, ILLINOIS

__________________________
Signature

__________________________
Robert W. O'Toole, President

UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION
LOCAL 1546

__________________________
Print Name/Title

Contract # 001776
EXHIBIT A

A.1 Effective at the start of the first full payroll period after **February 1, 2020** a new minimum wage rate for all Certified Nurse’s Aides and RSA’s *(that have a CNA certification)* of Twelve Dollars ($12.00) per hour will go into effect.

Minimum wage rate for RSA’s without this certification will be Eleven Dollars and seventy-five cents ($11.75) per hour.

Effective at the start of the first full payroll after **February 1, 2020** all employees will be moved to the new rates in A.1 or receive a Fifty-Five cents ($0.55) per hour increase whichever is greater.

A.2 Effective at the start of the first full payroll period after **February 1, 2020** a new minimum wage rate for all other departments of Ten Dollars and Twenty-Five Cents ($10.25) per hour will go into effect.

Effective at the start of the first full payroll period of **February 1, 2020** all employees will be moved to the new rate in A.2 or receive a Fifty-Five Cents ($0.55) per hour increase whichever is greater.

A.3 Nothing in this Agreement shall prevent the Employer from paying to any Employee a wage increase in excess of the increases provided. Should the Company need to increase the base rates in any of the years listed above the Company shall notify the Union and increase all employees (under the new amount) to the new amount.

A.4 Effective at the start of the first full payroll period after February 1, 2021 a new minimum wage rate for all Certified Nurse’s Aides and RSA’s *(that have a CNA certification)* of Twelve Dollars and twenty five cents ($12.25) per hour will go into effect.

Minimum wage rate for RSA’s without this certification will be twelve dollars ($12.00) per hour.
Effective at the start of the first full payroll after February 1, 2021 all employees will be moved to the new rates in A.4 or receive a fifty five cents (55¢) per hour increase whichever is greater.

A.5 Effective at the start of the first full payroll period after January 1, 2021 a new minimum wage rate for all other departments of Eleven Dollars and twenty five cents ($11.25) per hour will go into effect.

Effective at the start of the first full payroll period of January 1, 2021 all employees will be moved to the new rate in A.5 or receive a fifty five cents (55¢) per hour increase whichever is greater.

A.6 Nothing in this Agreement shall prevent the Employer from paying to any Employee a wage increase in excess of the increases provided. Should the Company need to increase the base rates in any of the years listed above the Company shall notify the Union and increase all employees (under the new amount) to the new amount.

A.7 Effective at the start of the first full payroll period after January 1, 2022 a new minimum wage rate for all Certified Nurse’s Aides and RSA’s (*that have a CNA certification*) of Thirteen Dollars ($13.00) per hour will go into effect.

Minimum wage rate for RSA’s without this certification will be Twelve Dollars and seventy five cents ($12.75) per hour.

Effective at the start of the first full payroll after January 1, 2022 all employees will be moved to the new rates in A.7 or receive a fifty five cents (55¢) per hour increase whichever is greater.

A.8 Effective at the start of the first full payroll period after January 1, 2022 a new minimum wage rate for all other departments of Twelve Dollars and twenty five cents ($12.25) per hour will go into effect.
Effective at the start of the first full payroll period of January 2022 all employees will be moved to the new rate in A.5 or receive a fifty-five cents (55¢) per hour increase whichever is greater.

A.9 Nothing in this Agreement shall prevent the Employer from paying to any Employee a wage increase in excess of the increases provided. Should the Company need to increase the base rates in any of the years listed above the Company shall notify the Union and increase all employees (under the new amount) to the new amount.