

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**HIGHLAND CHATEAU SUITES, LLC**  
**AND**  
**UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189**  
**LPNs**

**October 1, 2019 through September 30, 2021**

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COLLECTIVE BARGAINING AGREEMENT

By and Between

HIGHLAND CHATEAU SUITES, LLC

And

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189

THIS AGREEMENT, made by and between HIGHLAND CHATEAU SUITES, LLC, hereinafter described as the Employer and the UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189, chartered by the United Food and Commercial Workers International Union, hereinafter described as the Union.

**ARTICLE 1 – RECOGNITION OF UNION**

1.1 The Employer recognizes said Union as the sole representative of all of its non-professional regularly scheduled licensed practical nurse employees within the bargaining unit certified by the National Labor Relations Board, excluding registered nurses, service and maintenance employees, office clerical employees, temporary employees, administrators, guards and supervisors as defined in the National Labor Relations Act and on call employees, for the purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified.

1.2 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the sixtieth (60th) day following the beginning of such employment, become and remain members in good standing in the Union.

“In good standing,” for the purposes of this Agreement between this Union and this Employer, is defined to mean the payment of a standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues paid bi-weekly through payroll deduction as applied uniformly to all employees covered by this Agreement.

For the purpose of this Article 1, Section 1.2, the execution date of this Agreement shall be considered its effective date.

1.3.1 The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization for such deductions. In no event shall such written authorization extend beyond the termination date of this Agreement. Such deduction shall be made by the Employer from the wages of the employees during each calendar month and shall be transmitted to the Union. In the event that no wages are due

the employee, or that they are insufficient to cover the required deduction, the deduction for such month shall nevertheless be made from the first wages of adequate amount next due the employee and shall thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.

The Union shall refund promptly any dues found to have been improperly deducted and transmitted to the Union and shall furnish the Employer with a record of such refund.

1.3.2 The Employer will deduct contributions to the UFCW Active Ballot Club from the wages of any employee who voluntarily provides the Employer with a written authorization. The Employer will send all such deductions to the Union. The Employer is not responsible for the management or administration of the Club or decisions on Club expenditures.

1.4 The duly authorized representative of the Union may visit Employer's nursing home premises and may confer with the employees of Employer thereat, provided that such visitation does not interfere with the proper conduct of employees' duties and care of the patients or residents.

The Union will provide prior notification of their intent to visit the facility to the Administrator or designee. All discussions related to Union business areas are limited to the employee break room and conference room if available. The Employer will accommodate reasonable requests for private meeting space other than the above noted locations if available in non-resident areas.

1.5 The Employer and the Union agree to work toward fostering and maintaining a respectful environment for all parties.

1.6 The Employer will once per month provide the Union with a list of employees who were newly-hired or newly-transferred into bargaining unit positions, with the list to include employee name, job classification, and authorized FTE.

1.7 The Employer will provide a copy of the Union's membership application to employees who were newly-hired or newly-transferred into bargaining unit positions, provided that the Employer does not disagree with the contents, and with the understanding that the Union has certain obligations that must be met surrounding the collection of union dues or fees, and that it is not the Employer's responsibility to comply with or satisfy the Union's obligations.

## **ARTICLE 2 – CLASSIFICATION OF EMPLOYEES**

Employees shall be classified as follows. Full-time employees are those employees regularly scheduled to work at least sixty-two (62) hours in a two (2) week period. Regular part-time employees are those employees regularly scheduled to work less than sixty-two (62) hours in a two (2) week period. Weekend employees are those employees regularly scheduled to work ONLY on weekends (every or every other). On call employees are those employees who are not regularly scheduled. Temporary employees are those employees hired as temporary for a period of up to 120 days. For purposes of this Article 2, no employee shall be reclassified to defeat the purpose of this

Agreement. On call employees who, in a two (2) month period, work an average of two (2) shifts or more per pay period will be considered regularly scheduled.

### **ARTICLE 3 – PAY PERIODS**

3.1 Employees shall be paid every two (2) weeks or more often.

3.2 In the event of a shortage in pay, due to the Employer's error, a check for the shorted amount will be issued within three (3) business days, at the request of the employee. When pay shortage is less than fifty (\$50) it will be processed on the following payroll.

### **ARTICLE 4 – HOURS OF WORK**

4.1.1 Work schedules shall be posted at least two (2) weeks prior to the start of a work period. The employee may voluntarily agree to changes in work schedules. Posted schedules shall not be changed except in cases of an unanticipated emergency or staff need and then only to the least senior employees necessary to take care of the emergency staff need. When changes in the work schedule are made affecting employees who are scheduled on a day off at the time the changes are made, the employee so affected shall be notified of such change. Employer shall not change the shift of any employee in an arbitrary and capricious manner without the consent of any such employee.

4.1.2 Any open shift/hours known in advance are posted near the schedules for seven (7) days. The available shift/hours will be awarded to the qualified staff person with the most seniority responding to the posting within the seven (7) days time frame, providing the added shift/hours do not create overtime obligations. If no qualified staff is interested in picking up the shifts/hours without involving overtime, the shift/hours will be awarded to the qualified person with the most seniority, knowing that overtime will be paid.

The scheduling of overtime for known available hours: 4 shifts to the most senior employee desiring and available to work the shifts, then rotated to the next senior. There will be no maximum for filling unknown available hours.

4.1.3 The Employer shall maintain a list of employees willing to work additional hours, and shall use said list to temporarily fill hours that unexpectedly become available. Such hours to be temporarily filled will be offered to those signing the above list, starting with the most senior employee and progressing down to the least senior.

4.1.4 In emergency situations or situations where the employer has little or no advanced notice of the shift vacancy the employer may first offer the hours to on premise employees, by seniority.

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

Employees who miss their regularly scheduled weekend due to a work related injury (uncontested) will not be required to make up the weekend missed.

4.3 The standard shift shall be eight and one quarter (8 1/4) hours in length, to allow for overlap between shifts, and the giving of report. The standard shift will consist of seven hours and forty five minutes (7:45) of paid work time and a 30 minute unpaid meal period. Schedules shall provide employees with a minimum of eight (8) hours between scheduled shifts, except in cases of emergency, or by mutual agreement between the Employer and the employee, or where such break time cannot be given as a result of the use of rotating schedules.

4.4 Employees shall not be scheduled to work more than seven (7) consecutive days unless overtime is paid for work in excess of such seven (7) consecutive days. If an employee voluntarily chooses to work more than seven (7) consecutive days (through volunteering or exchanges with other employees), overtime pay for work in excess of such seven (7) consecutive days will not be paid. Employees may waive their right to consecutive days of overtime in writing.

4.5 An employee reporting for work at his regular scheduled starting time who has not been previously notified not to report for work shall receive a minimum of four (4) hours work that day or four (4) hours straight time pay in lieu thereof. A bona fide attempt by the Employer to contact the employee shall be taken as notice under this provision.

4.6 Employees who are called in for work outside their scheduled shifts shall receive a minimum of four (4) hours' pay or actual hours worked, whichever is greater, at the rate of their regular position or the rate of the position they are called in to fill, whichever is greater. Meetings and training shall be paid at the actual hours of time utilized or one (1) hour, whichever is greater.

4.7 Overtime pay shall be one and one-half (1-1/2) times the regular rate of pay. All employees shall be paid overtime for all hours worked over eight (8) hours per day, or forty eight (48) hours in a work week, or eighty (80) hours in a two (2) week pay period. Overtime payments shall not be pyramided. A two (2) week pay period shall begin with the start of a shift on a specified day and time and end with the close of the shift commencing at a specified day and time two (2) weeks or fourteen (14) days later.

Overtime worked on any one day shall be computed based on the hourly rate of pay the employee received on that day.

4.8 Employees working the day shift shall be required whenever reasonably possible to give Employer two (2) hours' notice if they are unable to report for work. Employees working the evening shift and the night shift shall be required whenever reasonably possible to give Employer four (4) hours' notice if they are unable to report for work.

4.9.1 In the event of a job vacancy or permanent available hours in the bargaining unit, the Employer shall give written notice of such job vacancy by posting upon appropriate bulletin board for a period of seven (7) days, a notice that such job vacancy or hours exist, setting forth therein the job category and schedule of work hours available. Seniority as defined in Section 7.1 of Article 7 in this Agreement shall be the primary criteria with the following exceptions: The Employer may deny the position based on performance; if there were a disagreement over this matter it would be subject to Article 9. Employees within the department where the position or hours are being offered shall

have first opportunity to bid for the position or hours. If no employee in the department bids, all employees in the bargaining unit, if qualified, shall have first opportunity to bid for the position, with seniority prevailing. Bids shall be made in writing to the Employer before the expiration of the seven (7) day posting period. Such employee who exercises their option and is selected shall be granted a reasonable length of time to achieve proficiency in the position. Employees may take on additional hours provided that: 1) Such employees are not regularly scheduled so as to create over-time payment obligations under Article 4, Section G of this Agreement and 2) Such employees must take all available hours or arrangements must be made so that all available hours are taken.

On call employees shall have the right to apply for a full-time, part-time or weekend only, opening and shall be considered for the job ahead of a non-employee, but not a part-time or weekend only employee.

If no bargaining unit employees bid for an available position or permanent available hours, the Employer may fill the position with personnel from outside of the bargaining unit. During the seven (7) day posting period, the Employer shall fill the available hours by means of volunteers, without regard to seniority.

4.9.2 All time limits are waived if all employees are contacted and offered the position by seniority.

4.10 Mandated Work Time. If the Employer finds it necessary to mandate an employee to stay on duty after the end of their shift to fill open hours arising from call-ins within twelve (12) hours prior to the start of a shift, the following procedure will apply:

- 1) The Employer must first designate the open hours as mandated;
- 2) The mandated hours will be offered by seniority, to all on-premises licensed practical nurses;
- 3) Should no one accept, the least senior on premises licensed practical nurse must work until a replacement can be found.

An employee cannot be mandated more than one time in a one month period nor can they be required to work more than 16 hours in one day; however, there will be no limit to the number of mandated shifts the employee may voluntarily work. All hours designated by the Employer as mandated will be paid at double time. There will be no pyramiding of the double time pay with any other overtime pay.

#### **ARTICLE 5 – MINIMUM WAGE PROVISION**

5.1 The minimum schedule of wages shall be contained in Appendix “A” attached to and made part of this Agreement.

5.2 Any hour paid shall be considered an hour worked for purposes of computing any employee benefits under this Agreement.

5.3 Experience Credit. The Employer may afford experience credit to new hires, thereby paying them a wage rate that is higher than the Start rate for the respective job classification. New

employees with equal or less experience than existing employees will not be paid at a higher rate of pay.

5.4 Building Charge Premium: When no RN is present in the building, an LPN will be designated to work as building charge and will receive a one dollar (\$1.00) per hour premium for all such hours worked, in addition to any evening/night or weekend premium they may receive.

5.5 Night Shift Premium: Effective November 7, 2019, employees scheduled to work on a night shift or shifts will receive an additional one dollar (\$1.00) per hour for all such hours worked.

## ARTICLE 6 – SENIORITY

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

6.2.1 Seniority will be defined as the length of continuous service with the Employer as an LPN since the employee's most recent date of service. Seniority for benefit purposes will be defined as the length of continuous service with the Employer since the employee's most recent date of service.

6.2.2 The Employer will establish, maintain and post a current seniority list at all times.

6.3 A non-voluntary reduction in hours shall be considered a partial lay off. When a layoff or reduction in hours shall be deemed by the Employer as necessary, the Employer shall first request volunteers. Any employee who volunteers may be reinstated to original position or hours by written notification prior to the scheduling of the next pay period. If no Employees volunteer, seniority shall apply. When a non-voluntary reduction of hours is necessary employees by seniority may have to move to different shifts to maintain their hours. The employees may opt to take the altered schedule or may accept a reduced schedule.

6.4 Probation.

6.4.1 Full time and regular part time employees will be on probation for the first sixty (60) days and weekend only employees for the first ninety (90) days of employment, and during such period may be discharged by the Employer with or without cause without the same causing a breach of this Agreement or constituting a grievance. Such probationary period may be extended by an additional thirty (30) days at the discretion of the Administrator. The facility will provide notification to the Union per the probation extension prior to the expiration of the initial probationary period.

6.4.2 Temporary employees who work beyond the continuous one hundred and twenty (120) day period, all days a temporary employee works will count toward the probationary period as defined in 6.4 of this Agreement.

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

6.6 If any new classifications are instituted, the rate of pay shall be negotiated at that



time.

## **ARTICLE 7 – TERMINATION OF EMPLOYMENT AND DISCIPLINE**

7.1 Employees may not be suspended, demoted or discharged except for just cause. No grievance relating to any disciplinary action shall be valid unless submitted to the Employer in writing within seven (7) days after the suspension, demotion or discharge in question. In case of discharge, the employee affected may request and shall receive from the Employer in writing the reason for said dismissal.

7.2 An employee who wishes to resign shall give the Employer fourteen (14) calendar days' notice. Employees must work all scheduled shifts during the notice period. Employees who quit without giving this 14-days' notice, or who do not work all of their scheduled shifts during the notice period, shall forfeit all benefits to which such employee may be entitled, except earned wages through their last date of employment.

7.3 The Employer shall give regular full-time employees two (2) weeks' written notice of termination or two (2) weeks' pay in lieu thereof, except in the case of a discharge for just cause.

7.4 If the employee fails to report for work as scheduled or to furnish the Employer with a justifiable excuse within twenty-four (24) 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, provided, however, that if such employee can within two (2) days furnish the Employer with reasonable proof that such employee could not notify the Employer of his absence because of unforeseen emergency, then such employee shall be reinstated without any break in the service record.

7.5 Employees who are disqualified from providing direct care to residents under the background check requirement of the revised V.A.A. requirements of 1995 or the Office of Inspector General requirements will be suspended without pay immediately. If the employee exercises their right to appeal to the State for reconsideration within thirty (30) calendar days and the State concludes their disqualification is to be revoked, the employee will be reinstated to their prior shift and hours with the posting of the next schedule. The employee benefits and seniority shall also be reinstated. Should the employee fail to appeal within the thirty (30) days, the facility may terminate their employment. Further, should the State uphold their decision to disqualify an employee after the employee has been given their appeal, the facility may terminate that employee.

7.6 All disciplines will be issued by the employer within seven (7) days from when the employer knew or had reasonable opportunity to know of the facts giving rise to the discipline. If the situation requires an extensive investigation, the employer may extend the period upon written notification to the affected employee and the union. Disciplines will remain valid for disciplinary purposes for no longer than eighteen months.

## **ARTICLE 8 – ARBITRATION**

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

Step 1: The aggrieved employee and/or Union shall attempt to adjust the grievance with the Employer.

Step 2: If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the Agreement, and shall be received by the Employer no later than ten (10) calendar days following the Step 1 meeting. Grievances relating to wages shall be timely if received by the Employer no later than sixty (60) calendar days following the date of receipt of the check by the employee.

Within ten (10) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet and attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

Step 3: If the parties are unable to resolve the grievance in Step 2 they may by mutual agreement, take this matter to Federal Mediation and Conciliation Services.

Step 4: If the grievance is not resolved in Steps 2 or 3, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) calendar days following the Step 2 or Step 3 meeting. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, 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 Union shall each alternately 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 parties will alternate who strikes first.

8.2 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.

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

8.4 The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited, and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.

## **ARTICLE 9 – PAID TIME OFF – PTO**

9.1 Definition: PTO combines the traditional vacation holiday and sick leave programs into one paid time off plan, Eligible employees accrue PTO per pay period based upon the hours actually worked and paid, up to 80 hours per pay period. Years of service are used to determine

when an employee moves from one accrual rate to the next. PTO is available to be used as it is earned upon completion of the probationary period for all new hires.

9.2 Accrual: PTO may accumulate up to the maximum as outlined in the PTO Table. Once the maximum is achieved, no further accrual will occur until the balance falls below the maximum accrual. Employees will not be paid for hours in excess of the PTO Balance.

9.3 Vacations: employees may use PTO in one (1) hour increments for pre-approved time off. A time off request form shall be completed by the employee at least thirty (30) days in advance of the requested time off. All time off requests are subject to approval by the department manager and/or administrator. Time off requests will not be unreasonably denied.

9.3.1 Sick/Absences: Employees will be required to use PTO for unscheduled days off, (sick calls, weather absences, etc.) if available.

9.3.2 Holidays: To be paid for the following observed holidays, the employee must request to be paid a PTO day. PTO pay for the holiday will be in addition to time and one-half pay for hours worked on the holidays:

New Year's Day	Easter Day
Memorial Day	July 4 (Independence Day)
Labor Day	Thanksgiving Day
Christmas Day	

Highland Chateau will honor Martin Luther King Day. The employees who request Martin Luther King Day off may use PTO hours. The Employer may limit the number of employees requesting the day off.

The PTO accrual has been adjusted to include one (1) personal holiday for full-time employees after the completion of one year of service.

PTO requests for holiday pay must be submitted before the end of the pay period in which the holiday occurs.

9.3.3 Cash Out: Employees may cash out accrued PTO at anniversary date provided a minimum of eighty (80) hours is maintained and the request is made in writing.

*[Remainder of page intentionally left blank]*

Accrual Charts Current Employees

**Paid Time Off – Full Time with Personal Holiday**

Length of Service	PTO Accrual Factor	Maximum Hour Accrual
3 – 12 months	.03846	80
1 year < 2 years	.06923	160
2 years < 4 years	.08846	200
4 years < 10 years	.10769	240
10 years plus	.12692	280

**Paid Time Off – Without Personal Holiday**

Length of Service	PTO Accrual Factor	Maximum Hour Accrual
3 – 12 months	.03846	80
1 year < 2 years	.065385	136
2 years < 4 years	.084615	176
4 years < 10 years	.103846	216
10 years plus	.123077	256

**Paid Disability Leave**

PDL Accrual Per Year (max per year)	Accrual Rate	Maximum PDL Accrual Hours
48 Hours	.023077	220

Accrual Chart – New Employee

**Paid Time Off – Full Time with Personal Holiday**

Length of Service	PTO Accrual Factor	Maximum Hour Accrual
3 – 12 months	.03846	80
1 year < 5 years	.06923	160
5 years	.08846	200

**Paid Time Off –without Personal Holiday**

Length of Service	PTO Accrual Factor	Maximum Hour Accrual
3 – 12 months	.03846	80
1 year < 5 years	.065385	136
5 years	.084615	176

**Paid Disability Leave**

PDL Accrual Rate Per Year (max per year)	Accrual Rate	Maximum PDL Accrual Hours
48 Hours	.023077	220

9.3.4 Negative balances will not be allowed.

9.3.5 Any hours less than regularly scheduled hours require the use of PTO to make the employee whole with the exception of an employer request due to low census, approved bereavement leave or jury duty.

9.4 An employee who wishes to resign shall give the Employer fourteen (14) calendar days' notice. Employees who quit without giving this 14-days' notice, or who leave their employment or stop working prior to the end of this required notice period, shall forfeit any accrued unused PTO, and such hours shall not be paid-out to the employee. Employees who give proper notice but fail to work and complete all scheduled shifts during the notice period shall forfeit any accrued unused PTO hours and pay, except that an absence protected by federal, state, or lawful local law – or an absence due to jury duty or funeral leave under the terms of this Agreement, or an absence for purposes of valid and proper union business requested in advance by the Union's business representative – shall not disqualify an employee from receiving a payout of accrued unused PTO hours. The Employer shall not pay-out accrued unused PTO hours to an employee who is involuntarily terminated. The Employer shall not pay-out accrued unused PTO hours to an employee who has not completed one full year of service with the Employer. A former employee whose employment is terminated and who is subsequently re-employed by the Employer assumes the same status as a new employee in regards to PTO accruals.

#### **ARTICLE 10 – REST PERIODS AND MEAL PERIODS**

10.1 All employees shall be entitled to a fifteen (15) minute rest period for each four (4) consecutive hours worked. Employees who work seven (7) or more hours in a day will be entitled to an additional fifteen (15) minute paid rest period. There will be no combining of the fifteen minute rest breaks.

10.2 All meal periods shall be unpaid time and consist of thirty (30) minutes. Employees who work six (6) hours or more are entitled to the unpaid meal period. Employees may not skip their meal period to shorten the workday. If it becomes necessary to miss a meal period, the employee must notify their supervisor. The Employer will make every attempt to relieve the employee for their breaks and meal period. If the meal period is missed the employee must complete the appropriate form to receive compensation for the missed meal period.

#### **ARTICLE 11 – PAID DISABILITY LEAVE – PDL (EXTENDED SICK)**

11.1 **Definition:** Paid Disability Leave (PDL) is intended to function as a short term disability plan. PDL may be used after the employee has missed three (3) consecutive days of work as the result of an employee illness/disability or the illness/disability of the employee's dependent children.

11.2 **Accrual:** PDL may be accrued up to forty-eight (48) hours per year and is based upon hours worked. PDL will accrue at the rate of .023077 for each hour worked. PDL may accumulate to a maximum of 220 hours. Once the maximum accrual is reached, no further accrual will occur. Employees are not compensated for hours in excess of their PDL balance.

PDL Accrual Per Year	Accrual Rate	Maximum PDL
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(max per year)		Accrual Hours
48 Hours	.023077	220

11.3 PDL Use: The first three (3) days of an illness/disability must be paid from the employee's PTO account (if available) prior to accessing PDL. Should an employee be absent from work for more than three (3) consecutive work days due to an illness/disability or the illness/disability of the employee's dependent child or spouse, a Time Off Request form needs to be completed by the employee or the employee's manager. Should an employee exhaust their PDL account, he/she must return to the use of PTO for the illness/disability to make them whole. The Employer may request a physician certification for the payout of PDL. The Employer may request a physician return to work certification following an employee illness/disability when the use of PDL is involved.

11.4 Cash Out: No cash out of PDL.

## ARTICLE 12 – LEAVES OF ABSENCE

12.1 Jury Duty: An employee who is called to serve on a jury duty shall be paid for actual hours worked for the Employer. If this pay, together with such employee's jury duty pay, does not equal such employee's regular weekly pay, the Employer shall make up the difference for a maximum period of three (3) weeks, provided such employee works such hours as he is available during the hours when Court is not in session. An employee receiving full pay from his Employer while serving on a jury shall be required to turn in to his Employer the jury duty pay for the period he served on the jury, not to exceed three (3) weeks. Hours spent on jury duty shall count as hours worked for purposes of this Agreement.

12.2 Funeral Leave: A leave of absence of up to three (3) days (or five (5) days in the event of the death of a spouse, or minor child) without loss of pay shall be granted in case of death in the immediate family (parents, grandparents, grandchildren, grandparents-in-law, spouse, domestic partner, children, brothers, sisters, stepparents, stepchildren, stepbrothers and stepsisters, father-in-law, and mother-in-law). Such leave shall be of consecutive days, one of the days being the day of the funeral. The employee must attend the funeral in order to receive funeral leave. The Employer may require verification.

Domestic partner shall be defined to mean a person who: 1) is in a committed and mutually exclusive relationship, jointly responsible for the other domestic partner's welfare and financial obligations; 2) reside with the domestic partner in the same principle residence and intends to do so permanently; 3) is at least eighteen (18) years of age and unmarried; 4) is not a blood relative of the other domestic partner; 5) has been in the relationship for six (6) months, prior to the date on which the person seeks benefits under this section.

12.3 Family and Medical Leave:

12.3.1 FMLA: the Employer will abide by all State (Minnesota Parental Leave Law) and Federal (Family Medical Leave of Absence – FMLA) Laws.

12.3.2 Medical Leave: A leave of absence up to ninety (90) days may be granted for all employees who have completed the probationary period and are unable to work due to a personal

illness, injury, maternity or disability due to maternity and who do not meet the Federal FMLA guidelines. Should the employee meet the FMLA guidelines, the FMLA statutes will take precedence. The employee shall complete the appropriate forms for the LOA. A physician report certifying the need for the LOA will be required. Paid Disability Leave will be required to be utilized if available to the employee.

12.3.3 Family Leave: A leave of absence of up to thirty (30) days may be granted to employees who have completed probation and who don't otherwise qualify for FMLA or the MPLA to care for a seriously ill member of their immediate family (spouse, child, parent). PDL will be required to be utilized for only the care of a child, if available to the employee,

12.4 Personal Leave of Absence: A leave of absence may be granted to employees who have completed the probationary period. This leave of absence is not to exceed ninety (90) days upon written permission from the Employer.

12.5 Extensions: The Employer may grant an extension of up to sixty (60) days in conjunction with any of the above listed leaves of absence. The employee's position will not be held during any extension of an LOA. The employee will be returned to work in the same job class without guarantee of the same shift, hours and schedule. Any employee who is unable to accept an available open position shall be given the opportunity to work On-call or voluntarily resign.

12.6 Return to Work: For all leave listed above, with the exception of an extension under 12.5, employees will be returned to the same shift, hours and schedule that the employee worked prior to their leave. No employee will have their anniversary date or date of hire changed because of a leave of absence, nor will the employee's seniority be interrupted during any leave of absence attributable to a workers compensation claim within established guidelines and laws.

### **ARTICLE 13 – MINIMUM STANDARDS**

Further, this Agreement provides minimum standards only and shall not prevent the Employer from granting additional payments or benefits so long as such granting is not otherwise a violation of this Agreement or State or Federal Laws.

### **ARTICLE 14 – SEVERABILITY CLAUSE**

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

14.2 In the event any provision is held or determined to be invalid, the Employer and the Union shall 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 15 – MANAGEMENT RIGHTS**

Except as specifically limited by the express written provisions of this Agreement, the management of Employer and the direction of the working forces shall be deemed the sole and

exclusive function of Employer. Such management and directions shall include, but are not limited to, the rights to:

1. Hire, layoff, demote, promote, transfer, discharge or discipline, for just cause;
2. Maintain discipline;
3. Assign and delegate work;
4. Determine quality and quantity of work performed;
5. Maintain and improve efficiency;
6. Require observance of nursing home rules and regulations;
7. Direct the working forces;
8. Determine the number of scheduled hours to be worked;
9. Determine the materials, means and type of services provided;
10. Determine the methods, supplies and equipment to be utilized;
11. Determine methods of compliance with federal and state regulations affecting nursing homes;
12. Discontinue jobs because of valid management and economic reasons;
13. Decide employee qualifications consistent with Federal and State standards; and
14. Manage and administer Employer's operation.

**ARTICLE 16 – NO STRIKE OR LOCKOUT**

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

**ARTICLE 17 – HEALTH AND HOSPITALIZATION PLAN/LIFE INSURANCE**

17.1 The Employer shall pay the relevant amount in the table below towards the total cost of the monthly health insurance premium:

Coverage Level	Employer's contribution towards the total cost of the monthly premium – Remainder of 2019	Employer's contribution towards the total cost of the monthly premium – Effective January 2020
Single	\$471.73	\$537.31
Single Plus One	\$745.64	\$808.72
Family	\$962.75	\$1058.87



The amounts set forth in the table above for these respective coverage levels shall apply regardless of the plan option selected by the employee.

The employee shall pay the remaining amount towards the cost of the monthly premiums. The employee's share of the premium costs will be deducted from the employee's paychecks.

17.2 The Employer shall maintain the current \$20,000 life insurance policy and continue to pay the premium for all members covered by this Agreement.

**ARTICLE 18 – RETIREMENT SAVINGS**

The Employer shall make available a 401(k) retirement savings plan to all eligible employees. This plan will continue to be offered for the life of this Agreement.

**ARTICLE 19 – NON-DISCRIMINATION**

19.1 Employer shall provide equal opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies of agencies thereof.

19.2 The Employer shall not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual preference or status with regard to public assistance. Employer shall take positive action to ensure that all employment practices are free of such discrimination.

**ARTICLE 20 – MISCELLANEOUS**

20.1 Time Off for Union Business: Employer shall grant the necessary time without pay and without discrimination to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business as long as such employee provides the facility with written request for such time off without pay at least two weeks in advance of the need for such time off, whenever reasonably possible.

20.2 This Agreement may be amended by mutual agreement of both parties, and if amended, the amendment shall be attached to the Agreement by addendum and signed by both parties.

20.3 Labor Management Committee: Either party may request joint or separate bargaining unit Labor Management Sessions.

20.4 The Employer will provide all full-time and part-time regularly scheduled employees with a uniform allowance to be paid out once every six months as follows:

	September	February
FT	\$40	\$40
PT	\$30	\$30

New hires will not be eligible for the uniform allowance until they have completed ninety (90) days of employment.

The Employer will make reasonable requirements for employee-provided uniform bottoms, socks, headwear, jewelry, and shoes. The Employer may make reasonable demands that uniforms worn be in good condition, or replacement (at the employee's expense) will be required.

Employees failing to comply with uniform requirements will be subject to disciplinary procedures per facility policy.

#### **ARTICLE 21 – TERMINATION**

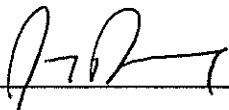
21.1 This Agreement shall be effective from the date hereof, except as otherwise specifically provided, and shall continue in full force and effect through the 30th day of September 2021, except as otherwise specifically provided, and shall continue from year to year thereafter unless either party serves notice in writing upon the other party ninety (90) days prior to the expiration date of its desire to terminate, modify or amend the provisions of this Agreement.


21.2 This Agreement shall be reopened on September 30, 2020, for the purpose of negotiating wages only, provided that either party serves written notice upon the other party of such reopening 90 days prior to September 30, 2020. In the event of such reopener, all other provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

HIGHLAND CHATEAU SUITES, LLC

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL 1189

By: 

By: 

Title: Executive Director

Title: Union Representative

Date: 1-7-2020

Date: 1/7/20

## Appendix "A" – WAGES

### LPN Wages

<b>Hours</b>	<b>Effective 10/24/19</b>
New Grad	\$21.70
2080	\$22.26
4160	\$22.83
6240	\$23.37
8320	\$23.95
10400	\$24.12
12480	\$24.51
14560	\$25.01
16640	\$25.31
18720	\$25.76
20800	\$26.23
22880	\$26.80
24960	\$27.42
27040	\$27.94

Employees will be moved to the appropriate rate of pay based on their hours.