

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

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 employees within the bargaining unit certified by the National Labor Relations Board, excluding registered nurses, licensed practical nurses, 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.

1.5 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.

1.6 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-seven and one half (67 ½) hours in a two (2) week period. Regular part-time employees are those employees regularly scheduled to work less than sixty-seven and one half (67 ½) 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. Paychecks will be available for employees to pick up beginning at 8 a.m. on payday, through the weekend, until the following Monday morning. All checks not picked up will be mailed on Monday or the next business day if Monday falls on a holiday.

3.2 In the event of 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 does not create overtime obligations. Awarded hours will be posted on the bulletin board in the break room on the eighth (8th) day, after the seven (7) day posting. The posting shall include the date of posting and the date award. 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 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.

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 (40) 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 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. Posting will include classification, position, unit, shift and days. (Employees may be moved to other units per facility needs). 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.

4.10 **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 service and maintenance employees;
- 3) Should no one accept, the least senior on premises service and maintenance employees 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 An employee who quit or has been terminated prior to the execution of this Agreement shall receive the increases provided herein if written request is made by such employee to the Employer within ninety (90) days of the date this Agreement is executed. Employees previously paid above scale shall receive minimum increases in the same amounts that are applicable to the respective progression rates.

5.4 The starting rate provided in this Agreement shall be applicable upon completion of the employee’s probationary period as provided in Article 7, Section 7.5 of this Agreement. Upon completion of said probationary period, length of service increments shall be computed from the beginning date of employment.

5.5 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. Experience credit may be given up to a maximum of 10,400 hours credit. The Employer shall have

the right to require that the employee provide proof of past experience that is satisfactory to the Employer.

5.6 Any employee in the Housekeeping, Laundry, and Dietary Aide classification can apply for an open CNA position that is posted. In the event that a Housekeeping, Laundry, Dietary Aide, or Cook employee is offered and accepts a posted CNA position that they applied for, the Employer may pay the employee a wage rate that is higher than the Start rate for the CNA job classification.

5.7 Night Shift Premium: Effective July 19, 2018, employees scheduled to work on a night shift or shifts will receive an additional fifteen cents (\$.15) per hour for all such hours worked. Effective November 7, 2019, employees scheduled to work on a night shift or shifts will receive an additional fifty cents (\$.50) per hour for all such hours worked.

5.8 Additional Weekend Hours Premium: Employees who, at the employer's request, agree to work weekend hours in addition to their regularly scheduled weekend hours, will receive a \$2.00 premium for all such hours worked.

5.9 Trained Medication Aide (TMA) Premium: Registered Nursing Assistants trained as TMAs and scheduled to work as TMAs will receive an additional ninety-five cents (\$.95) per hour for all such shifts worked as a TMA.

ARTICLE 6 – HOLIDAYS

6.1.1 The following holidays shall be considered holidays: New Year's Day, Easter Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day, and (if eligible) one (1) Floating Holiday.

6.1.2 Employees' who have completed 25 years of service, regardless of full-time or part-time status, shall also receive two (2) Floating Holidays, above and beyond the holidays referenced in Article 6, section 6.1.1.

6.2.1 The Floating Holiday is available for all full time employees beginning the first January following the employees' first anniversary. Once eligible, the Floating Holiday is available annually (January 1 thru December 31).

6.2.2 Employees who have completed 25 years of service, may use one (1) floating holiday as an unscheduled personal day.

6.3 Full-time, regularly scheduled part-time, and weekend-only employees will receive double their normal rate of pay for any hours worked on a designated holiday. Full-time employees who are not scheduled to work on the designated holidays shall receive one day's pay at their regular straight time rate of pay as holiday pay. Regular part-time or weekend only employees who are not scheduled to work on a holiday shall not receive holiday pay or regular pay. Full-time employees who are scheduled to work on a holiday but who do not work on a holiday shall not receive holiday pay or regular pay, except in cases of excused absence or illness where satisfactory proof of such illness is furnished by the employee.

ARTICLE 7 – SENIORITY

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

7.2.1 Seniority shall be determined by the following method. For employees hired before 12/31/92, seniority will be determined by numerically ranking full-time employees by date of most recent full-time designation. Part-time employees will thereafter be numerically ranked by their most recent date of hire. Once this list has been developed it will be posted and employees will have thirty (30) days to examine and correct their seniority ranking, should a correction be necessary. All employees hired after January 1, 1992 should be ranked by their most recent date of hire.

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

7.3 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.

7.4 Employees shall be probationary employees for the first sixty (60) 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 hereunder. Such probationary period may be extended by an additional thirty (30) days if requested of the Union by Employer in writing. Temporary employees who work beyond the one hundred twenty (120) days shall immediately become Union members. However, if the employer chooses to make a temporary employee a regular full-time or part-time employee during the 120 day period all days a temporary employee works will count toward the probationary period as defined in 7.4 of this Agreement.

7.5 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.

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

ARTICLE 8 – TERMINATION OF EMPLOYMENT AND DISCIPLINE

8.1 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 ten (10) 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.

8.2 Employees covered by this Agreement electing to resign or quit their employment shall give the Employer two (2) weeks' written notice and shall continue in the Employer's service

during this two (2) week period, with the exception that the employee may leave sooner when competent replacement can be made by the Employer. The Employer is to furnish printed forms of such resignation.

8.3 Employees who fulfill resignation requirements in this Article 8, Section 8.2, shall be entitled to the following:

1. All earned and accrued vacation pay provided the employee has one or more years' service with the company.
2. Sick leave pay for all hours in excess of eighty (80) that have been accumulated.

Employees who fail to give two (2) weeks' notice of resignation or leave sooner without permission of the Employer or who are terminated with cause shall forfeit accrued vacation and sick leave pay-off.

Employees who give notice and fail to reasonably fulfill all days scheduled in the last two (2) weeks of employment shall forfeit any accrued vacation and sick leave pay-off due.

8.4 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.

8.5 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.

8.6 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.

8.7 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 9 – ARBITRATION

9.1 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 fifteen (15) 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 seven (7) 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.

9.2 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.

9.3 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.

9.4 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 10 – VACATIONS

10.1 Employees shall receive paid vacation hours in accordance with the following formulas and provisions. Vacations shall be paid for at the employee's regular straight time rate of pay in effect for the last pay period just prior to the employee's scheduled vacation.

1. Employees who have completed one (1) year of service, vacation pay = total hours paid during the employee's immediate past anniversary year of employment times a multiplier of .01923 (40 hours for someone working 2080 hours per year).
2. Employees who have completed two (2) years of service, vacation pay = total hours paid during the employee's immediate past anniversary year of employment time a multiplier of .03846 (80 hours for someone working 2080 hours per year).
3. Employees who have completed seven (7) years of service, vacation pay = total hours paid during the employee's immediate past anniversary year of employment times a multiplier of .0579 (120 hours for someone working 2080 hours per year).
4. Employees who have completed twelve (12) years of service, vacation pay = total hours paid during the employee's immediate past anniversary year of employment times a multiplier of .0772 (160 hours for someone working 2080 hours per year).

10.2.1 Employees shall, if desired by the employee, be entitled to remain away from work for seven (7) days for each week of vacation, realizing that not all days off will be vacation pay. Regularly scheduled days within the vacation period shall be considered vacation days. Hours paid for a vacation period will be paid based upon the formulas listed in Section 10.1.

10.2.2 Employees who have completed two (2) years of service will be entitled to one (1) working weekend off. Employees who have completed seven (7) years of service will be entitled to two (2) working weekends off. Employees who have completed twelve (12) years of service will be entitled to four (4) working weekends off.

10.3 Employees who are terminated or who elect to resign and give the proper written notice of resignation, as required in Section 8.2 of Article 8 of this Agreement shall be entitled to receive vacation pay in lieu of vacation to the extent that such vacation pay has been earned and accrued on the date of termination of employment, except that an employee who resigns within twelve (12) months from the date of his initial employment shall receive no vacation pay upon termination of employment. Employees terminated for cause shall not receive accrued vacation benefits.

10.4 Employees with two (2) or more weeks of earned vacation, may elect to carry five (5) days of vacation over to the next anniversary year. The maximum carry-over is five (5) days.

Employees who have completed the twelve (12) years of service may elect to receive up to one (1) week of vacation in pay rather than in days away from work. Such election must be made in writing, is subject to the same deadlines as requested vacation, and is only available for employees who have no written warnings pertaining to absenteeism or tardiness in their Personnel File during the Employee's current employment anniversary year.

10.5 A former employee whose employment is terminated and who is subsequently reemployed by the Employer assumes the same status as a new employee in regard to vacation allowances.

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

10.7 The Employer will respond in writing to vacation requests within seven (7) days of receipt of the written request.

ARTICLE 11 – REST PERIODS AND MEAL PERIODS

All employees shall be entitled to a fifteen (15) minute rest period for each four (4) consecutive hours worked. However, two (2) rest periods shall be provided whenever an employee is required to work seven (7) or more hours in a day. All meal periods shall be unpaid time and rest periods shall be paid time. Rest periods and meal periods for the individual employees shall be scheduled by the Employer.

ARTICLE 12 – SICK LEAVE

12.1 Employees shall earn sick leave at an accrual rate of .0347 (.0347 x number of hours worked, i.e. $.0347 \times 173 = 6.0031$ hours of sick time). Sick leave accumulation shall begin from the first day of employment, but eligibility for paid sick leave shall not begin until after completion of the probationary period as provided in Article 7, Section 7.4 of this Agreement and shall apply only to illness occurring after completion of such probationary period.

12.2 Sick pay shall be based on the regular rate of pay of the employee's position at the time of illness. Any payments received by an employee for any sick leave or injury from other sources, such as workers' compensation payments, insurance payments or similar payments, shall be offset against any sick pay due and owing to such employee.

12.3 Sick pay shall not be granted for absences from work on the day immediately preceding or following a holiday, on the holiday itself, or on a facility announced severe weather day, unless satisfactory evidence of such illness is presented to the Employer. The Employer may require evidence of such illness or injury from a physician. Sick pay will be granted for regularly scheduled hours only (not shifts picked up) and will be based on the regular rate of the pay of employee's position at the time of illness.

12.4 Any employee accumulating more than eighty (80) hours of sick leave as of the first day of December of each calendar year shall be compensated for the excess sick leave hours over eighty (80) in the first pay period of December of each calendar year. Any employee may elect to accumulate more than eighty (80) hours of sick leave at such employee's option rather than being compensated for such excess sick leave hours. Such excess sick leave, whether compensated or accumulated for later compensation, shall be compensated for on the basis of the employee's regular rate of pay at the time when such excess sick leave first qualifies for compensation under this

Section. Prior to December 1 of each year, Employees must designate their desire for use of accumulated sick time in excess of eighty (80) hours on a form provided by the Employer.

ARTICLE 13 – LEAVES OF ABSENCE

13.1 **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.

13.2 **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, spouse, children, brothers, sisters, step-parents, step-children, step-brothers and step-sisters, 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.

13.3 **Family and Medical Leave:**

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

13.3.2 **Medical Leave:** A leave of absence up to one hundred eighty (180) days shall 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. Employees will be allowed to use paid sick leave if and to the extent that they are entitled to do so under applicable law.

13.3.3 **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). Employees will be allowed to use paid sick leave if and to the extent that they are entitled to do so under applicable law.

13.4 **Personal Leave of Absence:** An employee may be granted a leave of absence not to exceed ninety (90) days upon written permission from the Employer.

13.5 No employee shall have an anniversary date or date of his hire changed because of a leave of absence.

13.6 **Extensions:** The Employer may grant an extension of up to sixty (60) day 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.

13.7 Any employee returning from a leave of absence as set forth in Section 13.3 and 13.4 above shall be entitled to: return to the same job, number of scheduled hours and shift the employee worked prior to the leave of absence; or bid for open positions as set forth in Section 4.9; or refuse former or open positions. If an employee chooses to refuse an available open position, the employee shall be considered to have voluntarily resigned.

13.8 Employee seniority shall not be interrupted during any leave of absence attributable to a workers compensation claim within established guidelines and laws.

ARTICLE 14 – SUCCESSORSHIP

In the event of any sale, purchase, merger or other transaction affecting ownership of Employer's nursing home business or ownership of the assets of Employer's nursing home business, Employer shall make known to the Union prior to said transaction the nature of the transaction and further, shall make known to all parties to the transaction the terms and conditions of this Agreement. Following any such transaction, all employees of employers who are parties to the transaction and this Agreement shall be provided employment by the successor employer, whether the successor be a signatory party to this Agreement or any other employer, in accordance with the seniority rights accrued with their respective predecessor employer. A new seniority list shall be drafted and posted upon which the seniority of each employee of the successor employer shall date from his earliest date of employment with any of the employers participating in such transaction, and further, if there is to be a reduction in work force as a result of such transaction, any such reduction shall be in inverse order according to the amount of continuous service of the respective employees with any of the predecessor employer parties to the transaction. Wherever continuous service is required for other benefits or practices, it shall be interpreted to include that continuous service with the employee's respective predecessor employer.

ARTICLE 15 – MINIMUM STANDARDS

15.1 No employee shall suffer, as a result of the execution of this Agreement, any reduction in wages or lose any benefits, not part of this Agreement, which were previously granted by Employer outside of the provisions of the most recent previous Collective Bargaining Agreement entered into by the parties hereto covering any such employee.

15.2 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 16 – SEVERABILITY CLAUSE

16.1 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.

16.2 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 17 – 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 18 – NO STRIKE OR LOCKOUT

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

ARTICLE 19 – HEALTH AND HOSPITALIZATION PLAN

19.1 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.

ARTICLE 20 – RETIREMENT SAVINGS

The Employer shall continue to make available a 401K Retirement Savings Plan. This plan will be made available to all employees who are eligible under the plan rules and it shall continue to be offered for the life of this Agreement.

ARTICLE 21 – UNIFORMS

The Employer will provide all FT and PT 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 22 – NON-DISCRIMINATION

22.1 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, specifically Minnesota Statutes 363.

22.2 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 affirmative action to ensure that all employment practices are free of such discrimination.

ARTICLE 23 – MISCELLANEOUS

23.1 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.

23.2 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.

ARTICLE 24 – TERMINATION

24.1 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.

24.2 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: [Signature]
Title: Executive Director
Date: 1-7-2020

By: [Signature]
Title: Union Representative
Date: 1/7/20

APPENDIX "A" – WAGES

CNAs	
Hours	10/24/19
Start	\$14.28
2080 Hours	\$14.59
3120 Hours	\$14.84
4160 Hours	\$15.10
5200 Hours	\$15.30
6240 Hours	\$15.43
7280 Hours	\$15.76
8320 Hours	\$16.21
9360 Hours	\$16.70
10400 Hours	\$18.08

Cooks, Maintenance, & Janitors	
Hours	10/24/19
Start	\$13.80
2080 Hours	\$14.10
3120 Hours	\$14.21
4160 Hours	\$14.40
5200 Hours	\$14.88
6240 Hours	\$15.43
7280 Hours	\$15.76
8320 Hours	\$16.21
9360 Hours	\$16.70
10400 Hours	\$18.08

Housekeeping, Laundry, & Dietary Aides	
Hours	10/24/19
Start	\$11.18
2080 Hours	\$11.50
3120 Hours	\$11.75
4160 Hours	\$12.20
5200 Hours	\$12.71
6240 Hours	\$13.44
7280 Hours	\$14.05
8320 Hours	\$14.58
9360 Hours	\$14.95
10400 Hours	\$16.45

On-Call employees will be paid scale rate plus \$2.

Employees moving from on-call to a regular schedule will be paid appropriate scale rate.

Weekend only or every other weekend only will be paid scale rate when working any non-weekend hours.

Boiler License

Maintenance employees who have a current boiler license will receive an additional one (\$1) per hour above the maintenance scale.