

**Collective Bargaining Agreement
Between**

The Estates at Chateau

and

**United Food & Commercial Workers Union,
Local 653**

Effective December 1, 2017 – November 30, 2020

Contract #: 28294

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AGREEMENT

This Agreement is made and entered into by and between The Estates at Chateau, 2106 Second Avenue South, Minneapolis, Minnesota, hereinafter referred to as the "Employer", and the United Food and Commercial Workers Union, Local 653, hereinafter referred to as the "Union".

Whereas, the Employer and the Union each represents that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to promote efficiency and service, to provide a channel through which information and problems may be transmitted from one to the other, to formulate contractual provisions to govern the relationship between Employer and the Union, it is agreed as follows:

1. RECOGNITION OF UNION

- 1.1 **Sole Representative:** The Employer recognizes said Union as the sole representative of all of its non-professional, regularly scheduled employees within the bargaining unit certified by the National Labor Relations Board, excluding registered nurses, licensed practical nurses, office clerical employees, administrators, guards and supervisors as defined in the National Labor Relations Act and temporary or casual employees (those employees working less than thirty two (32) hours per month), for the purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified.
- 1.2 **Union Security:** Except as provided herein, all employees covered by this agreement who are now or may hereafter become members of the Union, shall during the life of this agreement, or any renewal thereof, remain members of the Union as a condition of employment. All present employees who are not members of the Union shall become and remain members not later than the thirtieth (30) calendar day or the completion of their sixty (60) day probation period, whichever is applicable, following the execution of this agreement. All new employees shall, not later than the completion of sixty (60) calendar days of employment, become and remain members of the Union during the life of this agreement and any renewals thereof. "Membership" for the purposes of this agreement are to be defined to mean the payment of a uniform initiation fee and uniform monthly dues. Employees who do not become members as provided above, shall be required to pay as a condition of employment that portion of the initiation fees and dues that relate to Union representational activities. No employee shall be required to become or remain a member of the Union as a condition of employment. Each employee shall have the right to freely join or decline to join the Union. Any employee who is delinquent in making the payments required herein for more than ten (10) calendar days shall be terminated by the Employer upon the Employer's receipt of a written notice from the Union.
- 1.3 **Dues Deductions:** The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization for such deduction. Such deduction shall be made by the Employer from the wages of employees so authorizing twice each calendar month and shall be transmitted to the Union no later than fourteen (14) days after deduction. In the event that no wages are due the employee, or that they are insufficient to cover the desired deduction, the deduction shall nevertheless be made from the first wages of

adequate amount next due the employee and shall thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of employees for whom deductions were made.

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

The Employer assumes no obligation, financial or otherwise, arising out of any provisions of this Article, and the Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions required by the Union and made by the Employer hereunder, including the cost of defending against such. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Employer agrees to collect completed membership applications and forward them to the Union on a monthly basis.

1.4 Probation: New employees shall be classified as probationary employees during the first (60) days of their employment, and during said probationary period, they will have no seniority or right to employment and may be discharged or disciplined with or without cause. The sixty (60) day probationary period may be extended on a case by case basis by mutual agreement between the Employer and the Union. Timely requests by the Employer for 30-day extensions of probation will not be unreasonably denied by the Union. Except as otherwise limited within this Agreement, all provisions of the Agreement apply to probationary employees.

1.5 Union Visits: The duly authorized representative of the Union may visit Employer's nursing home premises and may confer with the employees of Employer there at, provided that such visitation is on non-work time and does not interfere with the proper conduct of employee's duties and care of the patients or residents and is in non-work areas unless agreed otherwise by the Administrator or Department Head when the representative reports into such individual at the beginning of the visit. The visit must not interfere with the proper conduct of the employee's duties and care of the residents.

2. MANAGEMENT RIGHTS

The management of the nursing home and the direction of the working forces, including all the responsibilities, powers, and authority, except as they are specifically relinquished or modified in this Agreement, are the sole and exclusive rights and responsibilities of the Employer. Such rights shall include, but not be limited to, the rights to:

1. Plan, direct, and control operations and procedures;
2. Determine and schedule services to be performed, the schedule and number of hours of work and work shifts, subcontract work, established job classifications, work assignments and other matters necessary for the conduct of its operations and business;

3. Hire, promote, demote, layoff, transfer, discharge or discipline for just cause;
4. Determine the number of employees in any classification;
5. Introduce new or improved methods, supplies, equipment or facilities to be utilized;
6. Make and enforce reasonable rules for the efficient conduct of its business and the maintenance of the discipline and efficiency of the working forces;
7. Determine quality and quantity of work performed;
8. Maintain and improve efficiency;
9. Determine methods of compliance with federal and state regulations affecting nursing homes;
10. Discontinue jobs because of valid management and economic reasons; and
11. Decide employee qualifications consistent with federal and state standards.

3. PAY PERIODS

3.1 Pay Periods: Pay periods begin with the beginning of the first shift on the first day of the pay period and terminate at the end of the last shift on the fourteenth (14) day. Employees shall be paid every two (2) weeks or more often.

3.2 Payroll Errors: Payroll errors, if any, in the computation of an employee's paycheck of \$50 or more shall be corrected within seven (7) days after the error is presented to and verified by the Employer and/or the employee. Errors of less than \$50 shall be corrected on the employee's next paycheck.

4. CLASSIFICATION OF EMPLOYEES

Employees shall be classified as follows:

1. Full-time employees are those employees regularly scheduled to work at least sixty (60) hours in a two (2) week period.
2. Regular part-time employees are those employees regularly scheduled to work less than sixty (60) hours in a two (2) week period or greater than thirty-two (32) hours per month
3. Temporary and casual employees are those employees who work less than a thirty-two (32) hour per month schedule of hours. Any employee working more than thirty-two (32) hours per month for more than two (2) months will be considered regularly scheduled and will become bargaining unit members.

5. HOURS OF WORK

- 5.1 Workday:** A normal full-time workday shall be between seven and one-half (7.5) and eight (8) working hours. A normal full-time work schedule shall be between sixty (60) and eighty (80) working hours per two (2) week pay period.
- 5.2 Work Schedules:** Work schedules shall be posted in ink or by photocopy at least two (2) weeks prior to the start of a pay period. Schedule changes requested by an employee must be approved in advance by the supervisor. When schedules are changed, an employee shall not be changed from one shift to another (for example, from a day shift to a night shift) as a disciplinary measure.
- 5.3 Weekends:** Employees shall normally be scheduled so that they shall not be required to work more than two (2) weekends out of four (4), except in cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving residents of needed care, or by mutual agreement in writing between the Employer and the employee.
- 5.4 Breaks Between Shifts:** Schedules shall provide employees with eight (8) hours rest between shifts, except in cases of emergency, or the Employer will pay time and one-half (½) for the shift following the break of less than eight (8) hours, except where mutually agreed upon in writing between the employee and the Employer, or in the case of in-service training sessions.
- 5.5 Consecutive Days:** Employees shall not, except upon their mutual agreement in writing with Employer, work more than seven (7) consecutive days unless overtime is paid for work in excess of such seven (7) consecutive days.
- 5.6 Four Hour Minimum:** 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 in lieu thereof, except in the case of in-service training sessions or except by mutual agreement in writing between the employee and the Employer.
- 5.7 Call-ins:** Employees who are called in for work outside their scheduled shifts shall receive a minimum of four (4) hours pay or actual hours worked, whichever is greater, at the rate of their regular position or the rate of the position they are called in to fill, whichever is greater. This does not apply to in-service training sessions.
- 5.8 Overtime Pay:** Overtime pay shall be one and one-half (1½) times the regular rate of pay. All employees shall be paid overtime pay for all hours over eight (8) hours per workday, eight (8) consecutive hours or eighty (80) hours in a two (2) week period. Overtime payments shall not be pyramided. Employees shall not be required to take time off in lieu of overtime pay. All overtime must be authorized by the employee's immediate supervisor in advance. In order to qualify for the overtime over eight (8) hours in a day, an employee must work all scheduled shifts in the work week, except in the case of a confirmable emergency and/or prior management approval.
- 5.9 Two Hour Notice:** Employees shall be required whenever reasonably possible to give the Employer advance notice when they are unable to report to work, on the following

basis: one and one-half (1½) hours or more for first shift (A.M.) and third shift (nights), and three (3) hours or more for the second shift (evening).

- 5.10 No Split Shifts:** Split shifts shall not be used as a routine method of scheduling, except at those times when such method is agreed to in writing between the employee and Employer.

6. WAGES

- 6.1 Hours Worked:** Any hour paid directly by the Employer except for overtime premium pay for hours not worked (example: the ½ time in the 1½ overtime pay) shall be considered an hour worked for purposes of computing any employee benefits under this Agreement.
- 6.2 New Classifications:** If any new classifications covered by this Agreement are instituted, the rate of pay and seniority shall be negotiated at that time.
- 6.3 Experience Credit:** The wage ranges in this agreement are minimums, which may be adjusted based on employee experience. The employer agrees that new employees will be hired at the maximum to the appropriate range on the pay scale. Said scales are to be applied uniformly both to future hired employees, as well as to existing employees, based on their applicable prior experience as determined on an equitable basis by the employer.

Previous experience not verified prior to employment will only be recognized going forward.

- 6.4 Wages When Changing Positions:** Employees who are promoted to a higher paying position shall receive a wage increase equal to the difference between the starting rates of the two (2) job classifications as per the wage scales established in this Agreement. Employees who move to a lower paying position shall receive a wage decrease equal to the difference between the starting rates of the two (2) job classifications as per the wage scales established in this Agreement. If off scale, the reduction would be the difference in the five (5) year rates on the two (2) scales.
- 6.5 Minimum Wage Scales:** The following shall be the minimum wage scales effective December 1, 2017 through November 30, 2020.

<u>Years</u>	<u>New Hire CNA Rate</u>	<u>New Hire Other Rate</u>	<u>New Hire Cook Rate</u>
0	\$14.00	\$10.15	\$12.40
1	14.20	10.45	12.80
2	14.60	10.75	13.20
3	15.05	11.05	13.60
4	15.31	11.35	14.00
5	15.57	11.65	14.40
6+	15.88	11.95	14.80

There will be a seven percent (7%) increase off scale for CNAs retroactive to November 30, 2017.

There will be a three and one-half percent (3.5%) increase off scale for Aides and Cooks retroactive to November 30, 2017.

Shift differential for CNAs:

Evenings - \$.75 premium

PMs - \$1.00 premium

There will be wage reopeners on February 15, 2019 and February 15, 2020.

- 6.6 Wage Increases:** Wage increases will be as outlined in Article 6.5.
- 6.7 Nurses Aides in Training:** Nurses Aides in training to become CNA's hired on or after June 1, 1990 shall be paid wages at the discretion of the Employer not to be less than the legal minimum wage. Upon certification, they shall be placed at the appropriate wage level under the Collective Bargaining Agreement.
- 6.8 Preceptor:** Employees who give training or orientation to new employees shall receive an additional \$.75/hour for all hours worked as a Preceptor upon the completion of a Company training program. Any employee training or orientating without the Company training will continue to receive .20/hour.
- 6.9 TMA Premium:** TMAs shall receive their CNA rate plus \$1.00 per hour for all hours worked including overtime hours and hours paid as PTO, after they have demonstrated competency and are approved by the DNS to work as a TMA. The company reserves the right to limit the number of approved TMAs as the business requires. Effective first full pay period following ratification.
- 6.10 Lobby Day:** The Employer will allow up to two employees one day each to lobby at the Capitol for long-term care. The day will be with pay and a report will be made by the two employees at the next Labor/Management meeting. The employees must give a 30-day notice.

7. SENIORITY

- 7.1 Date of Hire:** Seniority shall be based on continuous service with the Employer from date of hire. The date of hire shall be the first day for which the new employee is paid. In the event that two (2) or more employees were hired on the same date, seniority shall be based upon total hours worked since most recent date of hire.
- 7.2 Lay-offs:** Employees shall be laid off by inverse order of seniority within the affected departmental job classification, and recalled in reverse order (the last laid off in a job classification is the first recalled), provided the remaining employees are qualified to perform the available work. An employee so laid off shall have the right to exercise their seniority by bumping back into a position which he or she had previously held within this facility, provided the employee's most recent evaluation in this position had been satisfactory, and there is currently an employee of lesser seniority employed in such a position. Any employees so displace shall have the right to similarly bump less senior employees in the department.

7.3 Seniority List: The Employer shall send the seniority list to the Union every six (6) months.

7.4 Controversies: Controversies arising over seniority standing are subject to the grievance procedure.

8 JOB VACANCY

8.1 Job Vacancy

1. In the event of a job vacancy involving the availability of a position in the bargaining unit which the Employer intends to fill, the Employer shall give written notice of such job vacancy by posting upon an appropriate bulletin board a notice for at least five (5) calendar days to include at least one (1) Saturday or one (1) Sunday that such job vacancy exists. During this time employees interested in the vacancy may submit a written application to the department supervisor.
2. Full-time and part-time employees shall have an equal and the first opportunity to apply for such vacancies.
3. The Employer shall review and evaluate the qualifications, ability, physical fitness, and overall work record of each applicant. When these four (4) factors are relatively equal, the applicant having the greatest seniority shall be awarded the vacancy.
4. If the vacancy is not filled from within the department through the posting requirement, then the vacancy will be filled from outside of the department. The Employer may temporarily fill vacated positions until permanent job assignments are made.
5. Employees granted a transfer to a different position shall enter a ten (10) scheduled workday window period. During this ten (10) day window period, the Employer shall have the right to evaluate and choose to return the employee to his or her previous position, and the employee shall have the right to choose to return to his or her previous position. Seniority, hours since hire, and accrued benefits will transfer without loss.

8.2 Additional Hours: Employees desiring additional hours of employment shall advise the Employer in writing of their desire of such additional hours. In the event hours become available in a department other than a position to be posted as above, the Employer will offer such hours, up to a normal full-time work schedule as defined in this Agreement to employees in the department who have so requested in order of seniority provided that:

1. Employees who have been reduced in hours during the previous twelve (12) months will be offered such hours on a seniority basis, up to their previous number of hours prior to the reduction, provided that those hours are available on the shift in which they were reduced and can all be added to the employee's schedule;

2. Such employees are not regularly scheduled so as to create overtime payment obligations under the overtime article of this Agreement, and
3. All available hours not taken by requests may be filled by any method at the discretion of the Employer; provided, however, the Employer shall make a reasonable attempt to utilize bargaining unit employees for the hours not taken by request. It is understood that the Employer is only obligated to offer hours that, in the opinion of the Employer, are available; and that the Employer is under no obligation to create additional hours of work to bring an employee up to or exceeding the number of hours normally provided to full-time employees. If the Employer decides to offer premium pay to employees for additional hours, this offer shall also be made according to the above procedure.
4. Once added to the schedule, if an additional shift assigned to an employee is then removed from the schedule with less than six (6) hours advance notice, the employee shall receive four (4) hours pay at their straight time rate.
5. If it is necessary due to changes in resident census, to reduce or to add to the number of employees scheduled to work on a particular shift or at work on a particular shift, the employer shall first seek volunteers on the basis of seniority. If no volunteer is found probationary and temporary employees in the job classification being reduced will be told not to report for work or sent home. If further reductions or additions are necessary, bargaining unit employees will be notified next, by inverse seniority, and told not to report for work, sent home or to stay. The employer will make every effort to offer employees, who lose a shift due to resident census fluctuations, another shift during that work week.

9. TERMINATION OF EMPLOYMENT

- 9.1 **Suspensions, Demotions or Discharges:** Employees may not be suspended, demoted or discharged except for just cause. No grievance relating to any disciplinary action shall be valid unless received by the Administrator or Acting Administrator in writing within ten (10) calendar days after the suspension, demotion or discharge in question. Employees shall be given the opportunity to write comments on and receive a copy of their disciplinary memorandums. They are also required to sign such memorandums to acknowledge receipt of, but not necessarily agreement with, this form.
- 9.2 **Resignations:** Employees electing to resign or quit their employment will give the Employer two (2) weeks written notice and shall continue in the Employer's service during this two (2) week period, with the exception that the employee may request to leave sooner provided competent replacement can be made by the Employer. The Employer will furnish printed forms for employees' use in resignation.
- 9.3 **Two-week Notice:** The Employer shall give regular full-time employees two (2) weeks written notice of termination, not including layoff subject to recall, or two (2) weeks pay in lieu thereof, except in the case of a discharge for just cause.

- 9.4 Failure to Report:** If an employee fails to report for work as scheduled, or to furnish the Employer with a justifiable excuse within forty-eight (48) hours thereof, such failure to report 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 seventy two (72) hours furnish the Employer with reasonable proof that such employee could not notify the Employer of his absence because of illness or unforeseen emergency, then such employee shall be reinstated without break in service record. This clause is for emergency purposes only.
- 9.5 Just Cause:** It is mutually agreed by the Employer and the Union, that just cause for termination shall include, but is not limited to: resident neglect or abuse, dishonesty, insubordination, job abandonment, or reporting for work or working while under the influence of alcohol, chemicals, drugs or other intoxicants.

10. GRIEVANCE PROCEDURE

- 10.1 Complaints, Disputes, Controversies or Grievances:** All complaints, disputes, controversies or grievances arising between the Employer and the Union, or any employee covered by this Agreement on or after the effective date of this Agreement, which involve only questions of interpretation or application of any of the provisions of this Agreement, shall be adjusted by and between the parties in the manner provided herein.

An employee with or without his/her steward may submit a grievance orally to the employee's supervisor. The supervisor shall give the employee an oral response to the grievance within five (5) work days following the date the grievance was presented. If the grievance has not been settled by oral discussion, the following procedure will apply.

For purposes of this Article, a work day is a day other than Saturday, Sunday or a holiday recognized by this Agreement. Any grievance based upon the suspension or discharge of an employee shall be referred directly to Step 2 of this procedure within seven (7) work days following the suspension or discharge.

10.2 Formal Steps:

Step 1: The grievance must be presented in writing to the employee's department head no later than ten (10) work days after the occurrence of the event which led to the dispute or the date on which the employee should reasonably have known of the event. The written grievance shall state the Article and Section of the Agreement alleged to have been violated, the nature of the violation, the remedy or correction to be desired, and it shall be signed and dated by the employee or the Union Representative involved. The department head will answer all written grievances in writing within ten (10) work days.

Step 2: If the grievance is not settled in Step 1, the written grievance must be submitted to the Administrator within five (5) work days following receipt of the answer from the Department head. The Administrator shall reply in writing to the employee and the Union Representative within five (5) work days after receipt of the grievance. At the Union's request the Administrator should meet to discuss the grievance prior to replying

to the grievance. If both parties agree to such a meeting, the meeting should be held expediently.

Step 3: If the grievance is not resolved above, the aggrieved employee and/or Union shall submit the written grievance to the Employer's Division Manager, Human Resources within five (5) days of receipt of the response from the Administrator. He/She shall reply in writing within ten (10) work days of receipt of the grievance.

Step 4: If the grievance is not resolved above, then either the Union or the Employer, on a case-by-case basis, may petition the State of Minnesota Bureau of Mediation Services no later than ten (10) work days after the receipt of the answer in Step 3. Either party may within ten (10) calendar days of receipt of a petition for mediation, on a case-by-case basis, give written notice to the other party of their intent to bypass this mediation step in which case the grievance may be advanced to arbitration as provided pursuant below.

10.3 Arbitration: If the grievance is not settled under Step 4 above, then either party may, within ten (10) work days following the termination of mediation or forty-five (45) days from initiation of the grievance, whichever is latter may submit the matter to the FMCS for a list of seven (7) arbitrators, and the parties shall select therefrom one arbitrator as follows:

1. Beginning within seven (7) work days of the receipt of the list, the Union and the Employer, in that order shall each alternately strike one name until six (6) names have been eliminated and the one person whose name remains shall be selected arbitrator. Failure to meet and strike as required shall be deemed as a withdrawal of the grievance. The above order of striking arbitrators shall apply for the first arbitration under this Agreement. Thereafter the initiation of the striking process shall be done on an alternating basis.
2. In the further event, should one party fail to participate in a scheduled arbitration proceeding, the other party may proceed unilaterally and the decision of the arbitrator shall be final and binding upon all parties.
3. The arbitrator shall have no authority to amend, alter, change or set aside any of the terms of this Agreement. The award of the arbitrator shall be made within thirty (30) days from the date of the arbitration.
4. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union and all other expenses will be paid by the party incurring them.

10.4 Miscellaneous: The retroactive effect of an award of back pay shall be limited to sixty (60) days prior to the time the grievance is filed.

The time limits specified in this Article may be waived or modified by mutual written agreement of the parties at any time. Absent such written agreement, the time limits contained herein shall be strictly construed.

If the Union fails to process the grievance at any step within the above limits, the grievance shall be deemed to have been withdrawn. If the Employer's designated

representative fails to answer a grievance within the specified time limits, the Union shall have the right to immediately appeal the grievance to the next step of the grievance procedure. All notices required herein shall be in writing.

11. REST PERIODS AND LUNCH PERIODS

All employees shall be entitled to a fifteen (15) minute rest period for each three and three quarters (3-3/4) consecutive hours worked. However, two (2) rest periods shall be provided whenever an employee is required to work seven (7) or more hours in a day. All lunch periods shall be on the employee's own time and rest periods on the Employer's time. Rest periods for the individual employees shall be scheduled by the Employer so as not to interfere with the operation of the Employer's nursing home or health care facility. Employees shall only be required to take the one-half (½) hour unpaid lunch break if scheduled to work a shift of six (6) hours or greater.

12. Paid Time Off (PTO)

Accrual Effective Date	Accrual Rate Per Hour	Annual PTO Hours (Based on 2,080 Hours Per Year)	Maximum Available Hours
Date of Hire	0.0500	120	300
1 st Anniversary Date	0.0538	128	300
2 nd Anniversary Date	0.0576	136	300
3 rd Anniversary Date	0.0614	144	300
4 th Anniversary Date	0.0652	152	300
5 th Anniversary Date	0.0690	160	300
6 th Anniversary Date	0.0728	168	300

12.1 All regular and intermittent scheduled employees are eligible for Paid Time Off (PTO) after 90 days of employment.

12.2 The balance that is available to you is made up of Carryover and Accrued amounts. Please see your HR Director or representative if you would like a breakdown of your balance. Carryover is the amount that you have remaining in your balance at the time of your anniversary each year. At the time of your anniversary, this balance becomes earned and is eligible for payout (less any taken). Accrued time is the amount that is added to your available balance each payday, and becomes immediately available for use. It is not considered earned and eligible for payout until you reach your next anniversary date.

12.3 Requests should generally be made as much in advance as possible. Requests must be submitted two (2) weeks prior to the posting of the schedule. A twenty-four (24) hour notice may be given if employee, with prior approval, finds their own replacement for their entire shift and the replacement does not incur overtime. Department Directors must submit request a minimum of twenty-four (24) hours in advance. Requests are usually granted based on date the request is submitted, staffing levels, and other work requirements.

- 12.4** Employees must use PTO for all requested time off, with the exception of military leave. If an employee does not report for a scheduled shift, or is absent for more than two (2) hours of a scheduled shift, available PTO is required for the hours absent.
- 12.5** Prior approved PTO will be revoked if no PTO is available at time of use. An employee may not borrow against future PTO accruals or carry a negative balance. PTO is applicable only for scheduled work hours.
- 12.6** For employees with at least one (1) year of service, upon approved transfer to on call and satisfaction of posted schedule requirements, carryover PTO less taken will be paid. Accrued hours are not available for payout. PTO cannot be used for requested days off on the posted schedule, after employee has been approved to transfer to on call. Prior approved PTO requests will be revoked.
- 12.7** For employees with at least one (1) year of service, upon voluntary termination and satisfaction of 30-day resignation notice requirements, carryover PTO less taken will be paid on employee's last paycheck. Accrued hours are not paid upon resignation. PTO cannot be used during an employee's notice period unless employee agrees to extend notice period by the number of PTO days taken during notice. If notice period will not be extended, prior approved PTO requests will be revoked.
- 12.8** Any employee who has reached one (1) year of employment may cash out a portion of available PTO balance according to Monarch Benefits. The corporate office will send communications to Human Resources when this opportunity will be offered.
- 12.9** PTO will be paid on the payroll period in which the time off occurs. PTO hours are updated each biweekly pay period. PTO will be paid at an employee's base wage. Requests for PTO shall be honored on a first come, first granted basis. PTO hours are considered wage replacement for times when employees are granted a request to be away from work for personal reasons, and are not meant to be considered earned compensation. PTO hours are not earned until the hours are available and used.
- 12.10 Arrangements for Vacation:** Arrangements for vacation must be made in a timely fashion and with the approval of the Employer. Every effort will be made to grant vacation at the time requested provided, however, it does not affect the operations of the facility in a detrimental manner. Requests for vacation must be submitted to an employee's supervisor at least four (4) weeks prior to the requested vacation period, except in the case of a bona-fide emergency. For requests made before February 15th of any calendar year for vacation subsequent to March 15th of that calendar year, preference for requested dates will be given to employees on the basis of seniority. All other vacation requests will be considered on a first-come first-served basis. The approved seniority vacation schedule will be posted by March 15th of each year. Employees may exchange scheduled vacation time with other employees with the approval of the supervisor.
- 12.11 Pay Prior to Vacation:** Employees shall be paid their vacation pay before starting their vacation, provided this request is made three (3) weeks prior to the start of the vacation.
- 12.12 Holidays During Vacation:** If a holiday falls during an employee's vacation, the employee will receive an extra day of vacation or holiday pay, at the discretion of the

employee, if the employee would otherwise have been eligible for holiday pay as provided for in this Agreement.

- 12.13 List of Holidays:** The following days shall be considered holidays: New Year's Day, Easter Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day.
- 12.14 Floating Holiday:** In addition, employees shall receive a floating holiday on January 1 of each year following their first anniversary, which must be used in the following calendar year. The scheduling of the floating holiday shall be upon the mutual agreement of the employee and the Employer. Employees shall request such holidays on a form to be provided by the Employer and the Employer shall respond on this form to the employee within fourteen (14) days.
- 12.15 Christmas Day and New Year's Day:** On Christmas Day and New Year's Day, the holiday will be observed as a 24-hour period commencing with the start of the evening shift (p.m.) shift on the preceding day. The 24-hour holiday period will commence with the evening shift of the day prior to the holiday for all other holidays.
- 12.16 Eligibility for Holiday Pay:** In order to be eligible for holiday pay, as provided in this Article, an employee must have worked the regularly scheduled workday before and regularly scheduled workday after the holiday, except in case of excused absence or illness, where evidence of illness satisfactory to the Employer is furnished by the employee.
- 12.17 Absence or Illness on Scheduled Holiday:** Employees who are scheduled to work on a holiday but who do not work on a holiday shall not receive holiday pay, except in case of excused absence or illness, where evidence of illness satisfactory to the Employer is furnished by the employee.
- 12.18 Premium Pay:** Non-probationary employees working on any of the above holidays shall receive double time their regular rate of pay for such time worked except that on Thanksgiving and Christmas, they shall receive double time and one-half. Such premium pay may not be counted toward nor pyramided with overtime. If an employee has not completed their probationary period, they will receive their regular rate of pay for hours worked on the holiday.
- 12.19 Holiday Pay:** Full-time employees who do not work on a holiday shall receive one day's pay at their regular straight time rate of pay as holiday pay, provided they have completed their probationary period. Part-time employees with five (5) or more years of service as of each holiday and who do not work on a holiday shall receive four (4) hours of pay at the regular straight time rate of pay as holiday pay. Employees' hours will not be reduced if the employee works the holiday. Part-time employees with less than five (5) years of service and who do not work on a holiday shall not receive holiday pay.
- 12.20 Part-Time Employees Floating Holiday:** Part-time employees will receive one floating holiday with pay after one year of service.
- 12.21 Granting of Holidays:** Holidays will be scheduled on an equitable basis according to the contract. Use of unscheduled PTO hours shall not be approved for absences from

work on the day immediately preceding or following a holiday or on any day that an Employee has previously requested personal time without supplying satisfactory evidence of illness or injury to the Employer. The Employer may require evidence of illness or injury from a physician as a condition for use of unscheduled PTO hours payment when an employee's absentee record indicates a pattern of absences or excessive absenteeism.

- 12.22 Previous Employee Now in Probation:** An employee who has been previously and continuously employed by The Estates at Chateau for more than ninety (90) days, but who is now a probationary employee under this Agreement, shall not be considered a probationary employee for purposes of the holiday provisions of this Agreement.

13. LEAVE OF ABSENCE

- 13.1 Jury Duty:** Non-probationary employees who are called to serve on jury duty shall be paid for actual Hours worked for the Employer. If this pay, together with jury duty pay, does not equal regular pay, the Employer will make up the difference for a maximum period of fifteen (15) calendar days annually, which occur within a maximum period of three (3) weeks, provided the employee works such hours as he/she is available during the hours when court is not in session. An employee receiving full pay from the Employer while serving on a jury will be required to turn in to the Employer the jury duty pay for the period served on the jury, not to exceed fifteen (15) calendar days annually. Probationary employees are not eligible for jury duty pay.
- 13.2 Funeral Leave:** A leave of absence of up to three (3) days without loss of pay shall be granted in case of death in the immediate family (parents, grandparents, spouse, children, brothers, sister, current mother-in-law and father-in-law, grandchildren, stepchildren, domestic partner or any person for whom the employee is/was the employee's legal guardian). Such leave shall be the day of the funeral or memorial service and the days before and after unless different days are agreed to between the employee and the Employer. The employee must attend the funeral/memorial service in order to receive funeral leave. Probationary employees are only entitled to one (1) day funeral leave, on the day of the funeral.
- 13.3 Medical Leave:** After the completion of an employee's probationary period, s/he will be eligible for an unpaid medical leave. The request for a medical leave must be written and submitted to the Employer within a reasonable time in advance of the desired commencement date. The written request must be accompanied by a physician's statement documenting the medical necessity for the leave, including an estimate of the approximate length of time of the absence and the intended commencement date, and in case the leave commencement date is not imminent (such as pregnancy), the date it is no longer safe for the employee to perform the full range of duties. An unpaid leave of absence will be granted for a period of time agreed upon between the employee and the Administrator. However, upon written request by the employee, certified in writing by a physician, a medical leave may be extended for a reasonable period of time as agreed upon between the Administrator and the employee, beyond the agreed-upon ending date of the original leave in the event of a medical necessity which endangers the employee's health.

Accumulated sick days must be applied before the leave of absence begins. All earned and unused vacation shall be applied to any medical leave of more than ninety (90) days duration. Prior to this, the application of vacation days to medical leave is at the discretion of the employee, provided the employee requests this in a timely fashion that permits crediting to the appropriate payroll. In any event, the employee must begin using sick days, vacation, or commence the leave of absence no later than the date his physician has stated it is no longer safe for the employee to perform his full range of duties.

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

Prior to return to work, the employee must furnish the Administrator with a report from the physician certifying that s/he is capable of performing the full range of duties to which s/he is assigned.

No wages are paid during a medical leave and all benefits are suspended, except that seniority will continue to accrue.

Upon return from medical leave, an employee will be returned to his or her same position, shift and hours if the leave is ninety (90) days or less. If the leave is more than ninety (90) days, the Employer need only return the employee to the same position/job classification, except that an additional thirty (30) days of guaranteed return to the same shift and hours may be granted in writing at the discretion of the Administrator.

- 13.4 Personal Leave:** An employee may be granted a leave of absence not to exceed ninety (90) days upon written permission from the Administrator, Acting Administrator, or other person designated by the Employer.
- 13.5 No Change of Anniversary Date:** An employee shall not have an anniversary date or date of hire changed because of leave of absence.
- 13.6 Unpaid Leave of Absence:** Unpaid leaves of absence shall not be computed as working time for the purposes of computing vacation allowances, pay or other purposes under this Agreement.
- 13.7 Family and Medical Leave:** Employees shall be entitled up to twelve (12) weeks of unpaid leave during any twelve (12) month period for the following reasons:
1. The birth of a child, and in order to care for that child, or;
 2. The placement of a child with that employee for adoption or foster care, or;
 3. The care of a spouse, child, or parent who has a "serious health condition", or;
 4. The employee's own "serious health condition" which makes him or her unable to perform the functions of the job.

Employees are not required to take twelve (12) weeks of leave, but may take leave on an intermittent basis.

The Employer will maintain health care payments for employees who were covered prior to the leaves for up to twelve (12) weeks.

Employees who have accumulated sick leave and vacation may use either during these leaves.

The language of the section on Family Leave is meant to inform employees of their basic rights described in the Family and Medical Leave Act of 1993. The specific application of that law to use of the leave shall be determined by the language of the Act, and Federal regulations interpreting the Act.

14. MINIMUM STANDARDS

No employee shall suffer, as a result of the execution of this Agreement, any reduction in wages or lose any benefits not part of this Agreement which were previously mutually agreed upon between the Employer and an employee, except for benefits which may have increased or decreased as a result of the execution of this Agreement.

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

15. NO STRIKE/NO LOCKOUT

15.1 Guarantee: The Employer and the Union recognize, that because of the community services rendered by the Nursing Home and because of humanitarian reasons, that one of the purposes of the Agreement is to guarantee that there will be no strikes, slowdowns, lockouts or work stoppages during the life of this Agreement.

15.2 Steps to Take in the Event of a Strike: In the event that an unauthorized strike or other interference with work occurs, the Union shall:

1. Notify the Employer that such strike or other interference with work is unauthorized.
2. Order its members to return to normal work.
3. Advise the employees, in writing, that the strike or other interference with work is unauthorized and that the employees are directed to cease such action and return to normal work.

16. INVALIDATION

16.1 Nullification: 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 Renegotiation: In the event any provision is held or determined to be invalid, the Employer and the Union agree to meet within thirty (30) days following such holding or

determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid.

17. BENEFIT PLANS

17.1 The Estates at Chateau Group Health Plan: Eligible full-time employees may participate in the The Estates at Chateau Group Health Plan on a corporate wide basis. The specific benefits of the plan, as well as the plan itself, are subject to change or improvement at the employer's sole discretion, including the amount paid or coverage of such plans by the employer and employees who elect coverage. In the event such changes or improvements occur during the life of this agreement, the employer need not seek the union's prior agreement, but the employer will promptly notify the union in advance of the changes or improvement and the effective date thereof. The current level of employer contribution is seventy-five percent (75%) of single employee coverage. The employer shall continue to provide, at no cost to full-time employees, a life insurance policy that pays up to \$10,000.00. The actual life insurance payout will be determined at the time the claim is filed, and in accordance with the plan document.

17.2 Dental Coverage: Eligible employees may enroll in the The Estates at Chateau Dental Plan in accordance with the provisions of said plan, provided the employee pays the full premiums for such. All details of this plan, including specific benefits and premiums, are subject to change or termination at the Employer's sole discretion.

17.3 Miscellaneous Benefit Plans: Employees shall be eligible for the Employer's Stock, DCAP, Tuition and Scholarship Loan programs as provided by the Employer and subject to change or termination at the Employer's sole discretion.

17.4 Retirement: The Estates at Chateau 401k Plan: Upon completion of one (1) year of service, employees may participate in The Estates at Chateau 401k SavingsPlus Plan. The plan and plan benefits are subject to change. In the event such changes occur, the Employer need not seek the Union's prior agreement, but the Employer will notify the Union of the changes. The Company will match employee contributions according to Monarch Benefits Guidelines.

18. NON-DISCRIMINATION: No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union will discriminate against any employee covered by this Agreement on account of race, color, religious creed, national origin, age, sex, sexual orientation or handicap.

19. MISCELLANEOUS

19.1 Labor-Management Committee: The Company and the Union, as evidence of attitude and intent, agree that during the life of this Agreement individuals from both parties (not to exceed three (3) from each except by mutual agreement of both parties) be designated, in writing, by each party to the other for the purpose of meeting at the call of either party at mutually agreeable times and places so as to appraise the other of problems, concerns, suggestions, ideas, etc., related to the facility, the work force and resident services, all to promote better understanding with the other. Their meetings may be on work time. Such meeting shall not be for the purpose of initiating or continuing

collective bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement and such meeting shall be exclusive of the grievance and arbitration proceedings in this Agreement as grievances shall not be considered proper subjects at such meetings.

- 19.2 Labor Conventions:** The Employer agrees to grant the necessary time without pay and without discrimination to any employee covered by this Agreement 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.
- 19.3 Amendments:** This Agreement may be amended by mutual agreement of both parties, and if amended, the amendment shall be attached to the agreement by addendum and signed by both parties.
- 19.4 Staffing:** The Employer agrees to continue scheduling employees so as to maintain staffing at or above State Minimum Standards. The Employer will endeavor to staff each department on each shift so as to provide adequate employees to accomplish all necessary tasks required by the Employer. Staffing and scheduling shall be proper subjects for discussion at Labor Management Meetings, and the Employer shall give due consideration to all such complaints. In addition, it is understood that employees may fully exercise their citizen's rights to appeal to government agencies regarding such issues.
- 19.5 Training:** Nursing assistants will not be required to train new employees other than general introduction to the facility and its practices, unless there is an off setting reduction in workload made, which allows sufficient time for such training.
- 19.6 Substance and Alcohol Abuse:** The Employer and the Union strive to provide a safe work environment that promotes the welfare of residents, employees, and visitors. Substance or alcohol abuse threatens the quality of resident care and the safety of our residents and employees. The abuse of substances or alcohol in the workplace will not be tolerated. To this end, the Company and the Union agree to establish a policy on substance and alcohol abuse.
- 19.7 Uniforms:** The Company will provide two (2) uniform sets (one set includes one top and one bottom) to full and part time employees, and one (1) uniform set to casual employees upon hire. Uniforms will be replaced on an annual basis if needed based on normal wear.
- 19.8 Orientation:** The Employer agrees that it will permit union representatives and/or stewards to attend all orientations to discuss for at least fifteen (15) consecutive minutes the benefits under the agreement and of union membership. The Employer agrees to provide the union advance notice of the dates, times and locations of all orientation sessions and provide a list of workers including name, address, home number, cell number, email, department, job classification, date of hire, social security number, wage rate, work location, hours and company employee ID number.
- 20. SCOPE OF BARGAINING:**
The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands

and proposals with respect to any subject of matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity set forth in this Agreement.

21. SOLE AGREEMENT AND WAIVER:

This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior Agreements, oral and written, and expresses all the obligations of, or restrictions imposed on, the respective parties during its term. This Agreement can be changed only by a written Amendment executed by the parties hereto. The waiver in any particular instance of any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.

22. EXPERIMENTAL PROGRAMS:


In an effort to deal with ever-changing staffing, legislative, safety and labor market conditions, it is understood that during the life of this Agreement the Employer is free to initiate change, or terminate at its sole discretion such experimental programs as it sees fit to address these needs, provided any wages and/or benefits made available under such programs exceed the minimum requirements of the Agreement.

23. TERM OF AGREEMENT:

This Agreement shall be in force and effect from December 1, 2017 through November 30, 2020. This Agreement shall continue in full force and effect from year to year after November 30, 2020, unless written notice of desire to change, modify or terminate the Agreement is received by either party from the other at least ninety (90), but not more than one hundred twenty (120) days prior to November 30, 2020, or any subsequent annual expiration date thereafter. There will be wage reopeners on February 15, 2019 and February 15, 2020.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Collective Bargaining Agreement on the day and year indicated below.

FOR THE EMPLOYER:



Josh Legum
Chief Executive Officer

Date: 8/2/2018

FOR THE UNION:



Paul Crandall
Secretary-Treasurer
UFCW Local 653

Date: 8 / 3 / 2018