

Emeralds of Grand Rapids

Contract

Effective
11/01/2020 – 10/31/2023



United Food and Commercial Workers Union Local 1189

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Know Your Rights

Request that your Union Representative be present!

U.S. Supreme Court ruled in 1975 "Weingarten" that an employee has certain rights when questioned by their employer. The following are rights that were granted under this case. It applies only when your employer is interviewing you for the purposes of determining whether discipline is warranted. It does not apply when the discipline is already decided.

1. You have a right to Union representation, but you must ask for that representation.
2. You must ask for Union representation from the person doing the questioning. The questioner must be told that you do not want to proceed without Union representation.
3. If the discipline has already been decided upon by the Employer, your right to representation is not there; however, you only need to listen – you do NOT have to answer any further questions.
4. This rule does NOT apply to everyday conversations between a supervisor and an employee regarding performance of job duties and normal work performance.
5. After you have requested Union representation, the Employer rights are:
 - a. They can grant your request and bring in a Union Representative.
 - b. They can discontinue the interview and proceed with the investigation without your participation.
 - c. The Employer can offer you the choice of proceeding without Union representation.

Remember:

**What you say can be used against you. Know your rights!
Demand Union representation when you are facing discipline.**

AGREEMENT

By and Between

THE EMERALDS AT GRAND RAPIDS, LLC

and

UNITED FOOD AND COMMERCIAL WORKERS UNION

LOCAL NO. 1189



NOVEMBER 1ST, 2020 – OCTOBER 31ST, 2023

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By and Between

THE EMERALDS AT GRAND RAPIDS, LLC

and

UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL NO. 1189

THIS AGREEMENT, made this first day of **November 1 2020**, by and between The Emeralds at Grand Rapids, LLC, hereinafter referred to as the Employer, and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 1189, chartered by the United Food and Commercial Workers International Union, AFL-CIO, and hereinafter referred to as the Union.

UNION MANAGEMENT RELATIONSHIP

The Employer recognizes the established rights, responsibilities and values of the Union and has no objection to its Employees becoming members in the Union, responsible in conjunction with the Employer and for making and keeping this Agreement. The Employer will not tolerate on the part of its partners or representatives any discrimination or activity whatever against the Union and will discipline any Employee who, on the Employer's time, carries on anti-union or pro-union activity.

The Union agrees to do all in its power to discourage and prevent any irregular interruptions in the efficient operation of the Employer's business, and agrees that the Employer has the right to take appropriate disciplinary action against any Employee or Employees participating in or responsible for such interruption. Any complaints as to the propriety of the disciplinary action taken by the Employer in such cases shall be taken up through the grievance procedure set up herein.

The Employer and the Union agree that they will not engage in any lockouts of Employees or strikes during the life of this Agreement.

In consideration of mutual promises herein contained and for the purpose of creating a working agreement by and between the Employer and its Employees and the Union, the parties hereto mutually covenant and agree to and with each other as follows:

ARTICLE 1
MANAGEMENT RIGHTS

Except as specifically limited by the written provisions of this Agreement, the Employer retains the exclusive right to manage the facility, to direct control, and schedule its operations and work force and to make any and all decision affecting the business, whether or not specifically mentioned below. Such prerogatives, authority, and functions shall include but are not limited to the sole exclusive rights to set standard of conduct, attendance, and performance for the Employees and develop and distribute Employee handbook and Employee-related policies, procedures, forms, and standards.

ARTICLE 2
RECOGNITION OF UNION

2.1 Recognition: The Employer recognizes said Union as the sole representative of all its full-time and part-time Employees, excluding supervisory Employees, as defined in the National Labor Relations Act, and Registered Nurses, Licenses Practical Nurses, Activities Director and Beautician, for the purpose of collective bargaining with respect to the hours of labor, rate of pay and working conditions hereinafter specified.

2.2 Union Membership and Dues: 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 date of execution of this Agreement shall remain members in good standing and those who are not members on the date of the execution of this Agreement shall on or after the thirty-first (31st) day following the execution 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 day of execution shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

The deduction of Union dues shall be made on a bi-weekly basis, and shall be promptly forwarded to the Union by the 15th of the month following the month deductions were taken. In the event no wages are due the Employee, or if there are insufficient funds to cover the required deduction, the Employer will deduct whatever portion of the required amount that can be deducted. The Employer and the Union during the interim period of this contract shall, by mutual agreement, be authorized to alter or amend the functional procedures of this section only if necessary.

2.3 Dues Check-Off: The Employer agrees to deduct Union dues and initiation fees from the wages of Employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall be irrevocable for a period of one (1) year, or beyond the termination date of this Agreement, whichever comes sooner. Such deductions will be made by the Employer from the wages of Employees each pay period and will be transmitted to the Union by the 15th of the following month.

Either party shall promptly notify the other in writing of any revocation of the aforesaid authorization.

2.4 Indemnification. The Union agrees to indemnify the Employer against any and all claims against the Employer arising from the Employer's performance of its duties under this Article.

2.5 Successor Clause: This Agreement shall be binding on the parties' signatory hereto, their successors, lessees of existing departments and assigns.

Any department or space leased out, or a new department operated by the Employer shall be covered by an appropriate collective bargaining agreement negotiated between the Employer and the United Food and Commercial Workers Union, Local No. 1189.

2.6 Orientation: During orientation, the Employer will allow a representative of the Union fifteen (15) minutes of time to talk to new employees.

2.7 In the event the Employer terminates its current or future dietary contractor and hires, or rehires, cooks or dietary aides the Employees will become members of the bargaining unit upon date of hire or rehire. The Employees shall receive no less than the hourly wage they were receiving from the contractor immediately prior to their hire or rehire. Employees shall also receive all seniority credit for work by all prior employers within the facility, and such credit shall be used to determine benefits and job rights throughout the agreement. Upon hiring or rehiring dietary employees, the Employer shall provide them with the same health insurance and retirement benefits as all other employees, and there shall be no lapse in eligibility for these benefits programs. Dietary Department employees that are hired or rehired will not serve any probationary period under this agreement.

ARTICLE 3 HOURS OF WORK

3.1 Overtime: The normal hours of work shall be seven and one half (7½) per day and seventy five (75) in each two-week period.

All hours worked in excess of eight (8) hours per day or eighty (80) hours in each two week work period shall be considered overtime and shall be compensated for at a time and one-half (1½) rate. All Employees are to receive time and one-half (1½) for work performed on their seventh (7th) consecutive day. An Employee who is called out within one (1) hour of the start of a seven and one half (7½) hour shift shall be given a full seven and one half (7½) hours of work or seven and one half (7½) hours' pay in lieu thereof. No Employee's schedule shall be changed to avoid payment of overtime.

Employees shall be limited to sixteen (16) hours of overtime work per pay period, unless there is no one available to work the overtime.

Overtime Availability: If overtime work is required, all hours worked in excess of eight (8) hours per day shall be offered to the senior Employee currently on duty and available to work the pending overtime. The Employer agrees to offer overtime over forty (40) hours per week to the more senior Employees within their seniority unit, provided they are qualified to do the work, but at no time shall the Employer be left without a sufficient number of Employees to do the work.

3.2 Work Schedule Posting: Work schedules for a period beginning on Sunday or Monday will be posted two (2) weeks in advance. When changes in the work schedules are made affecting Employees who are scheduled on day off at the time the change is made, the Employee so affected shall be notified of such change at his place of residence. Employees shall be scheduled with at least twenty-four (24) hours between the start of each shift, unless mutually agreeable.

3.3 Split Shifts: The Employer agrees that split shift work will not be scheduled unless an emergency exists.

3.4 Three (3) Hour Minimum Pay for Scheduled Shift. 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 three (3) hours' work that day or three (3) hours' straight time in lieu thereof.

3.4a No Employee shall be scheduled for less than a three (3) hour shift.

3.5 Rest Periods: Employees working the full day shall be entitled to two (2) fifteen (15) minute paid rest periods. These rest periods shall be taken as near to between starting time and lunch, and lunch and quitting time, as possible. Employees working a short day of four (4) hours or less shall be entitled to one (1) fifteen (15) minute paid rest period.

3.6 Lunch Periods: One 30-minute unpaid meal period is usually provided for each shift greater than six hours in length. An associate may be provided a 15-minute rest period during each continuous four-hour work period. Eight-hour shift associates may take two such rest periods; one during the first half of their work schedule and the other during the second half of their work schedule. Associates working six hours or less per day may not take the second rest period.

3.7 Prorated Benefits: All Employees working less than the full time schedule shall receive fringe benefits prorated on the basis of actual hours worked, unless otherwise indicated.

3.8 Employee Classifications:

- 1) A full-time Employee shall be defined as an Employee who works in excess of thirty (30) hours per week.
- 2) A part-time Employee shall be defined as an Employee regularly scheduled thirty (30) or less hours per week.

- 3) A casual Employee is an Employee who has no normally scheduled hours. Casual Employees do not accrue bargaining unit seniority, but shall have the right to bid on posted jobs and be considered for the job before a non-employee.

If a casual Employee declines to report for work in response to three calls during a calendar quarter, any such Employee's employment will be immediately terminated without recourse to the grievance or arbitration procedure.

- 4) A temporary Employee is an Employee who is hired to work less than ninety (90) days.

3.9 Resolution of Work Schedule Questions: If an Employee has a complaint regarding work schedules, the matter will be subject to grievance procedure as outlined in Article 8.

3.10 New Employees in Training: New Employees that are still in training shall not be utilized as replacement for a regular position, except in an emergency, or when case mix or census is down. Every effort will be made to replace the regular Employee.

3.11 Request Days: Request days will be considered only after Employees requesting personal, vacation and birthday leaves are honored and staffing needs are met.

3.12 Part-Time Employees' Weekend Schedule: Part-time Employees shall be scheduled off at least one (1) of every six (6) weekends, unless there is a mutual agreement to work.

3.13 Mandatory In-services and Training: All mandatory in services and training shall be posted seven (7) days prior to the date scheduled when able.

ARTICLE 4 HOLIDAYS

4.1 Holidays: The following days shall be considered holidays:

Christmas Day
New Year's Day
Labor Day
Memorial Day
Thanksgiving Day
Easter
Independence Day

Under no circumstances shall Employees Holiday pay be less than double the Employees' hourly rate.

4.2 Christmas Day Rotation: Employees shall be rotated on Christmas Day to provide for at least every third Christmas Day off if desired, as staffing ratio allows. If vacation is taken, it will count as one (1) year off.

4.3 Holiday Pay: Employees shall receive straight time pay for any of the holidays listed in 4.1 off for their normally scheduled hours, or shall have the option of taking another day off with pay after the holiday, provided it is during the same pay period and provided that the Employer shall not have to pay overtime to a replacement Employee or work with an insufficient staff in order to comply with this provision. No Employee shall be rescheduled during a holiday week unless mutually agreeable.

4.4 Holiday Pay for Part-Time Employees: If Part-time Employees do not work the Holiday, they will receive pro-rata pay for holidays not worked.

4.5 Work Before and After Holiday: Employees must work their last scheduled work day preceding a holiday listed in 4.1 and their first scheduled work day after a holiday in order to be eligible for holiday pay. An Employee who obtains an excused absence from work on an Employee's scheduled work-day preceding or following a holiday shall receive his or her holiday pay.

4.6 Personal Day: All Employees with two (2) years' service shall be entitled to **two (2) additional** days off with pay as a personal day. All Employees with three (3) years of service shall be entitled to **three (3)** additional days off with pay as a personal day. All Employees with ten (10) years of service shall be entitled to **four (4)** additional days off with pay as a personal day, effective on their anniversary date. Selection shall be by mutual agreement. Personal days shall be granted as staffing needs permit.

ARTICLE 5 SENIORITY

5.1 Basis for Seniority: Seniority standing shall be granted to all non-casual Employees. The standing is to be determined on the basis of total length of continuous employment. Seniority shall be applicable to all conditions of employment. Inverse seniority shall apply if the Employee is rotated off of their normal shift.

5.2 Probation: Employees shall be probationary Employees for the first ninety (90) calendar days of employment and during such period may be discharged by the Employer without cause and without the same causing a breach of this Contract or constituting a grievance hereunder. The probationary period may be extended by mutual agreement of the parties.

5.3 Resolution of Seniority Questions: Any controversy over seniority standing or relative to any questions of seniority shall be subject to adjustment, settlement or arbitration in the same manner as other controversies arising under this contract.

5.4 Seniority Listing: Seniority listing by classification of all Employees shall be posted in a conspicuous place and kept current every six (6) months.

5.5 Layoff According to Seniority: In the event of temporary lay-offs (less than 30 days), reductions in hours due to census or case mix shall be by job classification. Volunteers shall first be sought. If no one volunteers, then the reduction shall begin with the least senior person.

In the event a layoff becomes permanent, more senior Employees in the affected classifications may bump less senior personnel in other classifications with the same wage schedule. Employees bumping into other classifications will be placed on the schedule according to their date of hire. An Employee may not bump a less senior Employee in a higher paying classification.

5.6 Rehire from Layoff: Employees shall be rehired according to seniority in the inverse order for layoffs.

5.7 Transfer Between Classifications: In cases of transfer from one classification of work to another, Employees involved in the transfer shall not lose seniority standing.

5.8 Seniority List Available to Union: A seniority list shall be presented to the Union upon request by its officers.

5.9 Preceptor Selection: The selection of preceptors shall be the prerogative of management and these classifications shall have super seniority.

5.10 Seniority by Department: Employees will have department seniority so that when an Employee moves from one department to another department they will be placed on the bottom of the seniority list of the department they move to, but they will retain their in house seniority.

5.11 Seeking Additional Hours Outside Your Classification: Associates seeking additional hours which have been posted outside of their current job classification shall be awarded the hours based on date of hire with the Employer.

ARTICLE 6 TERMINATION OF EMPLOYMENT

6.1 Employee Notice: Employees covered by this contract 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. The Employer is to furnish printed forms of such resignation.

6.2 Employee Discharge: Any new Employee shall be subject to discharge at the option of the Employer during the first ninety (90) days of employment. No Employee shall be suspended, demoted or dismissed without sufficient cause. If after proper investigation it is found that an Employee has been disciplined unjustly, he or she will be

reinstated with full rights, provided, however, that no claim for compensation for time lost shall be paid, unless the claim is presented to the Employer in writing within five (5) days after the suspension, demotion or dismissal in question. In case of a dismissal, the Employee affected shall receive from the Employer, in writing, the reason for said dismissal.

6.3 Reasons for Discharge: Reasons for discharge shall include, but not be limited to:

1. Dishonesty;
2. Incompetence;
3. Racial intolerance;
4. Failure to obey reasonable instructions not in conflict herewith;
5. Reporting to work intoxicated;
6. Failure to notify Employers or managers to be excused from work;
7. Insubordination;
8. Resident misuse and/or abuse;
9. Profanity;
10. Sleeping during working hours.

6.4 Employees Terminating Without Notice: Employees discharged without notice for any of the specified causes listed in 6.3 or Employees who terminate their employment without giving the Employer the required notice, or who leave their employment before the end of the two (2) week period, shall forfeit all vacation pay and benefits, which such Employee may be entitled, except his or her wages earned to the date of his or her last employment. (See exception in Article 9.11)

ARTICLE 7 DISCIPLINES/DISCHARGES

(For the purpose of this ARTICLE days shall be defined as Monday through Friday, excluding holidays and weekends)

7.1 The Employer shall not discharge or suspend any Employee without just cause. In respect to discharge, the Employer shall give at least two (2) warning notices of the complaint against such Employee to the Employee in writing and a copy of the same to the Union. If a warning letter is issued because of excessive absenteeism, any consecutive day absences because of illness or injury shall be counted as one absence. No warning notice need be given to an Employee where he or she is discharged if the cause for such discharge is dishonesty, drunkenness, drinking on the job, insubordination or illegal use of drugs or violation of the Vulnerable Adult Policy. In addition, no warning notice need be given in the instance of a suspension which is defined as a removal from the payroll for a period of time with the right to be reinstated without loss of seniority at the end of said period of time.

7.2 All discharges must be by proper written notice to the Employee and the Union. Appeal from discharge or suspension must be taken within five (5) days by written notice and a decision reached within ten (10) days from the date of discharge or suspension. If no decision has been rendered within ten (10) days, the case shall then be taken up as provided for in the grievance procedure of this Agreement.

7.3 Incidents of reported Employee misconduct shall be investigated immediately. The investigation will be thorough and will respect the rights of privacy of all parties affected. Where discipline is appropriate, the level of discipline shall be consistent with the misconduct and shall be implemented as soon as realistically possible.

7.4 The discipline shall also be meted out consistent with the Employee's overall work record. Employees shall receive copies of all verbal or written disciplinary notices.

7.5 Prior to discipline or discharge, the supervisor shall inform the Employee of their right to Union representation. The Employee being disciplined or discharged may contact a Union steward and/or Union Representative and arrange for their attendance at the meeting.

ARTICLE 8 GRIEVANCE PROCEDURE

(For the purpose of this ARTICLE days shall be defined as Monday through Friday, excluding holidays and weekends)

8.1 Any dispute or controversy involving the interpretation or application of any of the terms or provisions of this Agreement shall be submitted for settlement under the grievance procedure as herein provided.

STEP 1: Any Employee who believes that the Employer has violated any of the terms or conditions of this contract in relation to his or her employment shall be considered to have a complaint and such Employee shall immediately and promptly take such complaint to the Immediate Supervisor.

Such Employee and supervisor shall attempt to resolve said complaint. No complaint will be considered by any supervisor or representative of the Employer unless it is brought up within five (5) days of its alleged occurrence, except as hereinafter provided as to wages. This STEP 1 does not apply to matters presented by the Union on its own behalf.

STEP 2: If said Employee and supervisor cannot resolve said complaint within such five (5) day period, the Employee shall reduce the complaint to writing which shall be considered a grievance. The grievance shall be so reduced to writing and submitted within fifteen (15) days after the occurrence of the alleged violation of this contract to the Administrator of the Employer; provided, however, that complaints or grievances as to the amount of money due and payable to any Employee for wages, hours worked, vacation allowances and days off may be filed and furnished to the Administrator within

thirty (30) days after the first regular payday following the occurrence of such alleged violation relating to such wages.

Failure to give any such notice of any grievance shall constitute a permanent waiver and bar of the grievance and the Employee shall be forever foreclosed from raising any complaint to grievance in regard thereto. The representatives of the Employer and the Union shall immediately after the submission of such grievance in writing, by mutual negotiation, attempt to arrive at a satisfactory settlement thereof. After such grievance is reduced to and submitted in writing, the Employee shall be represented by the Union Representative or such other persons as may be designated by the Union to represent such Employee, not exceeding, however, three (3) in number. If such grievance cannot be settled, as above, and if it deals with rate of pay, time worked, sick leave due, vacations, hours of employment, discharge or seniority, then: if both the Employer and the Union agree to do so, the grievance shall be submitted to mediation through the use of the services of the State Bureau of Mediation at a time and place to be set by that office. If the matter cannot be so settled or if mediation is not wanted, then:

STEP 3: If such grievance cannot be settled promptly between the parties within five (5) working days after the delivery of written notice of the grievance, the matter may be submitted to an arbitrator by either party. Such an appeal to arbitration shall be in writing and served on the other party. A representative of the Employer and a representative of the Union shall attempt to select such arbitrator. If they cannot agree upon the arbitrator, then either the Employer or the Union may request the Federal Mediation and Conciliation Service to submit a list of five (5) names from which the arbitrator shall be selected by elimination. The decision or award of said arbitrator shall be final and binding upon the parties.

The expenses and remuneration of the arbitrator shall be borne by the parties equally.

8.2 The Union will not authorize, assist or support any strike or stoppage of work because of any matter covered by this Agreement for which procedure for settlement herein provided is available but has not been utilized. Participation in any strike, slowdown, sit-down or stoppage of work brought about either by action of the Union in violation of this Agreement or by action of individuals or groups without Union authority shall be just cause for dismissal or discipline by the Employer, subject to the grievance procedure herein provided.

8.3 At any step in this grievance procedure the Executive Board of the Local Union shall have the final authority in respect to any aggrieved Employee covered by this Agreement to decline to process a grievance, complaint, difficulty or dispute further, if in the judgment of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement, to the satisfaction of the Union Executive Board.

ARTICLE 9
VACATIONS

9.1 Employees hired prior to September 1st, 2004, will be treated as full time employees, regardless of whether their scheduled hours are reduced from 8 to seven and one half (7½).

9.1 A New hires may start using accrued vacation after six (6) months.

9.2 Employees hired after September 1st, 2004, will be granted according to the following accrual schedule:

First 24 months	.019 per hour
25 – 48 months	.038 per hour
49 – 96 months	.05769 per hour
97 – 144 months	.0769 per hour
145 + months	.0961 per hour

9.3 Vacation - 12 Months of Employment: All full-time Employees who have been continuously employed for a full twelve (12) month period prior to the vacation calculation date, as hereinafter defined, will be granted one (1) full calendar week of vacation with forty (40) hours' pay. **Vacation will begin to be available for use after six (6) months of employment.**

9.4 Vacation - 2 Years of Employment: All full-time Employees who have been continuously employed for two (2) full years prior to the vacation calculation date, as hereinafter defined, will be granted two (2) full calendar weeks of vacation with eighty (80) hours' pay.

9.5 Vacation - 4 Years of Employment: All full-time Employees who have been continuously employed for four (4) full years prior to the vacation calculation date, as hereinafter defined, will be granted three (3) calendar weeks of vacation with one hundred twenty (120) hours' pay.

9.6 Vacation - 8 Years of Employment: All full-time Employees who have been continuously employed for eight (8) full years prior to the vacation calculation date, as hereinafter defined, will be granted four (4) calendar weeks of vacation with one hundred sixty (160) hours' pay.

9.7 Vacation - 12 Years of Employment: All full-time Employees who have been continuously employed for twelve (12) full years prior to the vacation calculation date, as hereinafter defined, will be granted five (5) calendar weeks of vacation with two hundred (200) hours' pay.

9.8 Proration of Vacation for Part-Time Employees: Part-time Employees (as defined in ARTICLE 3 Section 3.8) with one (1) years' service or more shall receive

vacation with pay prorated on actual hours worked based on the above schedule. Prorating vacation for part-time Employees will be capped at 2080 hours.

9.9 Anniversary Date: In calculating vacations, the anniversary date of employment for each individual Employee shall be used in determining years of continuous employment upon which vacation allowances will be based.

9.10 Vacation Pay Calculation: The vacation pay shall be calculated upon the regular hourly rate of pay received by the Employee in the last pay period of such Employee before the date of his scheduled vacation and such pay shall consist of one (1) week's regular earnings at the rate of pay of such Employee's regular scheduled position per week of vacation due.

9.11 Vacation Payout for Employees Giving Proper Termination Notice: Employees who elect to resign and give the proper written notice of termination of employment, as herein before required, will be entitled to receive vacation pay in lieu of vacation to the extent that such vacation pay has been earned on the date of termination of employment, subject to the following qualifications.

1. Employees resigning within twelve (12) months from the date of their initial employment shall receive no vacation pay upon termination of employment.
2. Employees resigning after the date of their last previous vacation shall receive prorated vacation upon termination of employment.

9.12 Vacation Payout for Employees Discharged for Cause: Employees discharged for cause who have worked the full twelve (12) months of vacation calculation year shall be entitled to their earned vacation, but no Employee discharged for cause shall be entitled to or receive any prorated vacation, as herein before provided.

9.13 Vacation Allowances and Pay Not Cumulative: Vacation allowances and pay shall not be cumulative from year to year unless specifically agreed to in writing between the Employee and the Employer. **Employees may carryover two (2) weeks vacation.**

9.14 Vacation for Rehired Employees: A former Employee whose employment is terminated and who is subsequently re-employed by the Employer assumes the same status as a new Employee in regard to vacation allowances.

9.15 Leave of Absence Not Counted as Working Time: Any leaves of absence shall not be computed as working time for the purpose of computing vacation allowances and pay.

9.16 Vacation Scheduling: Between January 1st, and March 31st, of each year, department heads will consult with all regularly scheduled Employees entitled to vacations, and from this consultation, a working schedule for vacation period shall be established.

Specific vacation days requested shall be approved and posted by April 15, and once they are approved, they cannot be cancelled. If a vacation request cannot be granted as requested, management will discuss the problem with the Employee before April 15, and attempt to resolve the problem. At least four (4) nursing assistants, (including one (1) restorative aide), two (2) dietary Employees, and one (1) Employee in each of the other departments can be on vacation at any time. In determining schedules, the wishes of the Employee will be respected as to the time of taking the vacation, provided that the time selected does not materially disrupt the operation of the nursing home, it being understood that the rights of the senior Employee will prevail in the selection of vacation time when agreement cannot be reached among the Employees. The vacation period of any Employee shall not be split except at the option of the Employee. When scheduling vacations and personal days, vacations have priority, except that vacations of one (1) week or more, which include any kind of holiday, shall be considered vacation time.

Management will make every reasonable effort to find all vacation replacements.

9.17 Vacation Payout for Employees: Employees shall be allowed to take up to 25 percent (25%) of their vacation in cash.

9.18 Vacation Adjustments in Event of Family Death or Employee Hospitalization: When an Employee is on vacation, if a death occurs in the immediate family, or an Employee is injured or becomes ill which requires hospitalization, the appropriate amount of funeral leave or sick leave shall be allotted to the Employee, and the vacation days shall be saved to be taken at a later date.

9.19 Vacation in Week in which Holiday Occurs: Employees taking their vacation during a week in which a holiday occurs shall have the option of receiving an extra day of vacation or pay in lieu of the days' vacation.

9.20 Split Vacation: Split vacation shall be allowed if scheduling permits.

9.21 Employees will be allowed to carry over up to two (2) weeks of vacation annually.

ARTICLE 10 SICK LEAVE

10.1 Sick Leave Accumulation: Individuals employed prior to the ratification of September 1st, 1999, Contract Agreement who are full-time Employees shall accumulate sick leave at the rate of eight (8) hours per month for the first three (3) years of employment. After three (3) years of employment, full-time Employees shall accumulate sick leave at the rate of 12 hours (1½ days) per month. Otherwise eligible Employees hired after the ratification date of December 11, 1999 shall accrue a maximum of eight (8) hours per month of sick leave. Maximum days that will be kept on the books as of the day proceeding Employees' anniversary date each year is thirty-one (31) days. Employees hired before September 1, 1993 are "grand-fathered" under the

past accrual schedule. Part-time Employees shall accrue sick time on a pro-rated basis.

Effective September 1st, 1990, Employees can accumulate up to a maximum of forty-nine (49) days.

Effective September 1st, 2000, on the first check of the month proceeding the Employees' anniversary date, all eligible Employees shall receive a cash bonus of all days accumulated in excess of eighteen (18) days to a maximum of twelve (12) days. Nine (9) of the eighteen (18) days are paid at 100% percent, while the remaining are paid one (1) out of every three (3) days accumulated.

EXAMPLE: 31 days Day following anniversary date
 + 18 days 12 months
 49 days

In order to receive the maximum twelve (12) day pay out, perfect attendance is required from anniversary date to the day proceeding next anniversary date.

Remember, an Employee needs to have thirty-one (31) days in the bank on the first day following their anniversary date each year in order to receive the extra day pay out.

Employees have the option to decline the sick bonus in order to build up their sick leave. (Maximum accumulation equals forty-nine (49) days.)

Effective September 1st, 2000, those Employees resigning on their anniversary date with appropriate notice (8 working days) will receive their sick pay benefit.

10.2 Sick Leave for Part-Time Employees: Part-time Employees (as defined in ARTICLE 3 Section 3.8) shall be entitled to sick leave accumulation as provided for in Section 10.1 based on one hundred sixty (160) hours worked.

10.3 Doctor's Certificate: In order to receive sick leave benefits, an Employee claiming same may be required to furnish a doctor's certificate attesting to his/her illness for a specific time claimed.

10.4 Sick Leave During First nine (9) months of Employment: All Employees shall accumulate sick leave, but will not be eligible to use any sick leave during their first 9 months of employment.

10.5 Sick Leave for Working Partial Shifts: If an Employee gets sick on duty and only works part of their shift, the amount of sick leave received shall be equal to the time lost.

10.6 Sick Leave Payment Upon Retirement: At retirement (age 65, or 20 years of service, or age and service equals 75), Employees can cash out one (1) of every three (3) unused sick leave days.

10.7 Sick leave can be used when a spouse or child is hospitalized.

ARTICLE 11
WAGES

- 11.1 Minimum Scale of Wages:** The minimum scale of wages appears in Appendix A.
- 11.2 Preceptors:** Preceptors shall receive fifty cents (\$.50) an hour above the applicable base wage rate for hours worked as preceptors.
- 11.3 Trained Medication Aide:** TMA differential of one dollar and twenty-five cents (\$1.25) per hour shall be paid to any NAR while working in a TMA capacity.
- 11.4 Activity Personnel with NAR certification:** Activity personnel holding NAR certification shall be paid at the NAR rate of pay for the entire shift when there is an outing.
- 11.5** New Hires with prior experience will be placed on the hiring scale at 2 steps below or starting rate, whichever may be higher.
- 11.6 Compensation for Working a Higher Classification:** An Employee temporarily assigned to a higher classification for eight (8) hours or more shall be compensated at the rate of pay for that classification.
- 11.7 Promotion to a Higher Classification:** The salary of an Employee who is promoted to a higher classification shall be increased to the minimum rate of pay for that classification, plus whatever increments have been earned for length of service.
- 11.8 No Reduction in Wages or Loss of Working Conditions Due to Contract:** No Employee shall suffer any reduction in wages or loss in working conditions as a result of this contract.
- 11.9 Inspection of Payroll Records:** The payroll records of an Employee shall be open to inspection by the affected Employees and by an authorized representative of the Union, at such reasonable times as will enable the parties to determine whether or not the provisions of the Agreement are being complied with.
- 11.10**
- A. Longevity Pay:
- a. After 10 (ten) years of employment, beginning the pay period immediately following their anniversary date, employees will receive an additional \$0.25 per compensated hour
 - b. After 25 (twenty-five) years of employment, beginning the pay period immediately following their anniversary date, employees will receive an additional \$0.50 per compensated hour
- B. Shift Differential
- a. All CNAs and TMAs whose work hours fall between 10pm and 6am will receive an additional \$1.50 per hour.

- b. All other employees whos work hours fall between 10pm and 6am will receive an additional \$1.00 per hour.

11.11 Market Differential: If management determines that the market for a specific job title has increased significantly or management experiences an inability to recruit or retain staff for a specific job title, management may implement a market differential as outlined below:

- a. The market differential will be given to current employees in the job title and new hires into the job title.

- b. The market differential will be a flat rate, as determine by management, paid on all hours paid.

- c. Annual increases are calculated on the base wage only.

- d. If management determines to reduce or discontinue the market differential, it will be reduced or discontinued for new hires only.

- e. Per the FLSA, the market differential shall be considered in the calculation of overtime pay.

ARTICLE 12 MISCELLANEOUS

12.1 Pay Period: Employees will be paid every two (2) weeks on Friday, except for circumstances beyond the control of the Employer. Ten (10) days shall be allowed for payroll make-up. The Employees' hourly rate of pay shall be put on their check stub.

12.2 Illness or Injury of the Employee Which Requires Absence from Work: Such absence shall be for a period of up to six (6) months, renewable upon request for a maximum of one (1) year, provided that once each month after six (6) months the Employee notifies the Union and the Employer of his whereabouts and status **and the employee agrees that the position will be temporarily posted.**

Upon return to work from Leave of Absence, the Employee must notify their Supervisor of their availability to return to work by 4:00 PM on the Friday prior to the posting of the new schedule in order to receive hours on the new schedule.

12.3 Posting Vacancies: If any vacancy shall occur in any of the designated department, such vacancy shall be posted on the bulletin board for seven (7) working days. Such posting shall include a complete job description. The departments shall fill such vacancy from Employees who have completed their probation, bidding within the department in which such vacancy occurs on the basis of qualifications, ability, and physical fitness; when these are relatively equal, seniority shall govern.

If no one in the department in which the vacancy occurs bids, or if such applicant is not qualified, then the department shall fill the vacancy from the Employees applying from outside the department on the same basis as above. An Employee from outside the department who bids into an opening may return to their prior position within their first thirty (30) days in their new position. The Employer during such five (5) days may assign temporarily an Employee to such vacancy. The above shall apply when a vacancy occurs with proper notice by the Employee leaving, and shall include all full-

time and part-time positions. A leave of absence for longer than six (6) weeks shall provide for a vacancy posting for that temporary full-time position. A copy of the job posting awarded to an Employee shall be given to the Employee.

12.4 Call-In Procedure (not overtime):

12.4 A.

1. First call all full-time Employees who want extra days and have signed up for that particular schedule.
2. Next, call part-time Employees by seniority in department.
3. Then, call full-time Employees by seniority in department.
4. Back to No. 2 and No. 3 by seniority in nursing home.

12.4 B

If an Employee agrees to pick up a shift, the work location will be determined by where the need is located, unless mutually agreed upon by all affected parties that another Employee will relocate to a different work location.

12.5 Funeral Leave: A leave of absence of up to three (3) days (four (4) days for spouse or child) without loss of pay shall be granted in case of death in the immediate family which shall include: mother, father, children, brother, sister, grandparents, grandchildren, current father and mother-in-law, current son and daughter-in-law, current brother-in-law and sister-in-law, current step children and current stepparents, and current live-in companion. Current live-in companion must be designated at the beginning of the contract period. Such leave shall be the day of the funeral and the days before and after, unless different days are agreed to between the Employee and the Employer. The Employee must attend the funeral in order to receive funeral leave. In addition to the above funeral leave, the Employees shall have one (1) day off, without pay, to attend the funeral of a human loved one, with approval.

12.6 Union Access to Bulletin Boards: The Union shall be permitted to use bulletin boards for the posting of notices of meetings and other related activity.

12.7 Employee Participation in Union Business: Any Employee elected by the Union to represent such Union at international, state or district meetings, and other official Union business which requires his or her absence from duty shall be limited to one (1) international meeting every four (4) years [15 working days); one (1) state meeting per year [5 working days); and four (4) district meetings per year [1 working day). At least forty-eight (48) hours' advance notice shall be given to the Employer of the Employee's intent to attend such meeting.

12.8 Coffee for Employees: Coffee for Employees' lunch and rest periods shall be furnished by the Employer at no cost to the Employees. Meals are to be provided by the Employer when staff are required to go on outings with the residents. The Employer will provide bread, peanut butter, and jelly in the Employee break room.

12.9 Use of Part-Time Employees: So far as possible, the Employer will maintain a ratio of not more than one (1) part-time Employee for every full-time Employee; but, the Employer shall not be required to pay a premium to secure full-time help. This ratio shall be calculated based on collective bargaining unit Employees as a whole and not based on departmental totals.

12.10 Jury Duty: A full-time and part-time Employee who is called to serve on jury duty shall be paid for actual hours worked for the Employer. If this pay together with his or her jury duty pay does not equal his or her regular weekly pay, the Employer will make up the difference for a maximum period of two (2) weeks, provided the Employee works such hours as he or she is available during the hours when court is not in session.

To determine the amount of pay for a part-time Employee, the Employer shall take an average of the previous six (6) payroll periods.

The above shall apply to petit jury duty only.

12.11 Staffing and Laundry Operation: If additional staff is needed in the laundry, the Employer shall first assign an Employee that has volunteered to work in this department. If no volunteers are available, the Employer may assign the least senior employee with laundry experience.

Employees from other departments shall not be assigned to work in the laundry unless the Employee agrees to work there and shall not be subject to disciplinary action for refusing to work in that department.

12.12 Smoking Lounge: The Employer shall provide for an employee smoking area in accordance with the Minnesota Freedom to Breathe Act.

12.13 FMLA Leave. Evergreen Terrace will comply with the Family Leave Act.

12.14 The Employer shall establish (with Employee input) and enforce uniform standards. All employees will receive 2 sets of uniforms upon hire and 1 set every year on their anniversary.

12.15 Policies Affecting Union: Employer will notify Union of any new or changed policies that pertain to Union Employees.

12.16 DEFINITIONS
DEPARTMENT

CLASSIFICATIONS

Nursing

NAR's, TMA's, Med. Rec. Asst.
Van Driver, Restorative Aide

Laundry

Laundry Aides

Housekeeping

Housekeeping Aides

Maintenance

Maintenance Personnel

Activities

Activity Aides, Hairdressers

12.17 On days where there are significant snow or ice conditions (as determined by the Employer), employees will not be docked for tardies unless the tardy exceeds 30 minutes beyond the start of their shift.

ARTICLE 13
SEPARABILITY

13.1 Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by decree of competent jurisdiction or an unfair labor practice by final decision of a labor relations board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to replace or abridge the right of either party to appeal court or administrative decrees or decision.

13.2 In the event that any part or portion of this Agreement is declared illegal, the parties shall enter into immediate collective bargaining negotiations upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal.

ARTICLE 14
401K PROGRAM

14.1 The Employer will offer a 401 (K) plan funded by the Employees for the Employees who meet the plan eligibility requirements. The Employer may make a discretionary matching contribution equal to a uniform percentage of the Employee's salary deferrals.

ARTICLE 15
MEDICAL INSURANCE

15.1 Effective **January 1st, 2021**, the Employer shall contribute **85%** of the cost of single coverage for each eligible Employee working thirty (30) hours per week or more to begin the first of the month following sixty (60) days if coverage is elected.

15.2 The Employer is proposing to make available to bargaining unit Employees the same medical insurance, which it will offer to other non-bargaining unit, hourly Employees.

15.3 The balance of the Employees' premium is the responsibility of the Employee. Family coverage is also available at the Employee's cost.

The Employer agrees to set up a plan so that Employees' contributions to health insurance are pre-tax. Employees shall be allowed to exchange sick leave accrual for medical insurance premiums on a dollar-for-dollar basis. Applicants for medical

insurance may be required to complete a health history questionnaire. Sick leave that has already been earned shall remain available for sick leave use. Employees electing to use sick leave for medical insurance premiums on a dollar for dollar basis must use the full sick leave accrual from the previous month.

ARTICLE 16
TERMINATION

The period of this Agreement shall be from **November 1st, 2020** to and including **October 31st, 2023**, and shall automatically renew each year thereafter unless ninety (90) days prior to the anniversary date either party gives notice to the other of its intentions to amend or terminate this Agreement.

THE EMERALDS AT GRAND RAPIDS,
LLC

BY: *Josh Legum*
THE EMERALDS AT GRAND RAPIDS,
LLC

DATE: 2/23/21

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL NO. 1189
OF DULUTH, MINNESOTA

BY: *Bruce Bayh*
UFCW LOCAL 1189
UNION REPRESENTATIVE

DATE: 3/15/21

The Emeralds at Grand Rapids, LLC
 APPENDIX "A"
 MINIMUM SCHEDULE OF WAGES

MINIMUM SCHEDULE OF WAGES
 EFFECTIVE 11/01/2020

	Start	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years
Care Assistant	\$12.24										

Hours of work will be between 7am-1pm and 4pm-8pm. Hours of work may vary according to resident census.

Position	Start	1	2	3	4	5	6	7
CNA	16.05	16.36	16.68	17.02	17.37	17.62	17.89	18.15
Housekeeping/ Laundry/Culinary	12.80	13.06	13.31	13.59	13.85	14.07	14.28	14.50
Maintenance	13.36	13.62	13.90	14.17	14.46	14.68	14.90	15.13
Activities/Cooks	13.93	14.20	14.49	14.78	15.07	15.29	15.52	15.75

MINIMUM SCHEDULE OF WAGES
 EFFECTIVE 11/01/2021

	Start	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years
Care Assistant	\$12.61										

Hours of work will be between 7am-1pm and 4pm-8pm. Hours of work may vary according to resident census.

Position	Start	1	2	3	4	5	6	7	8	9	10
CNA	16.53	16.85	17.18	17.53	17.89	18.15	18.43	18.69	18.97	19.17	19.74
Housekeeping/ Laundry/Culinary	13.19	13.45	13.71	14.00	14.27	14.49	14.71	14.94	15.14	15.31	15.77
Maintenance	13.76	14.03	14.31	14.60	14.89	15.12	15.35	15.58	15.81	15.96	16.44
Activities/Cooks	14.35	14.63	14.92	15.22	15.53	15.74	15.98	16.22	16.46	16.64	17.12

***Off-scale associates will be given a 3% increase**

MINIMUM SCHEDULE OF WAGES
 EFFECTIVE 11/01/2022

	Start	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years
Care Assistant	\$12.99										

Hours of work will be between 7am-1pm and 4pm-8pm. Hours of work may vary according to resident census.

Position	Start	1	2	3	4	5	6	7	8	9	10
CNA	17.03	17.36	17.70	18.06	18.42	18.70	18.98	19.25	19.54	19.74	20.33
Housekeeping/ Laundry/Culinary	13.58	13.85	14.12	14.42	14.70	14.92	15.15	15.38	15.60	15.77	16.24
Maintenance	14.17	14.45	14.74	15.04	15.34	15.58	15.81	16.05	16.28	16.44	16.94
Activities/Cooks	14.78	15.07	15.37	15.68	15.99	16.22	16.46	16.71	16.98	17.14	17.63

***Off-scale associates will be given a 3% increase**



 THE EMERALDS AT GRAND RAPIDS, LLC

DATE: 02/23/21



 UFCW LOCAL 1189

DATE: 3/15/21

**Letter of Understanding
Dietary Department**

The selection of head cook shall be the prerogative of management and these classifications shall have super seniority.

Head Cook shall receive twenty-five cents (\$.25) an hour above the applicable wage rates. The Employer shall designate two (2) Head Cooks every day.

Cooks shall be entitled to one (1) meal per shift worked so far as practical, this meal shall be a hot meal consisting of one of the resident meal options. However, during shifts when the kitchen is not in use at the time a mid-shift break would ordinarily be scheduled, the meal furnished may be cold. Coffee for Employees' lunch and rest periods shall be furnished by the Employer at no cost to the Employees. Meals are to be provided by the Employer when staff are required to go on outings with the residents. The Employer will provide bread, peanut butter, and jelly in the Employee break room.

DEFINITIONS

DEPARTMENT

Dietary

CLASSIFICATIONS

Cooks, Kitchen Aides

Effective with the ratification of the 2014 Collective Bargaining Agreement, the 5 individuals who were covered under the health insurance plan at the time of ratification; Tina Holcomb, Linda Jepson, Stacy Masog, Betty Jones-Tatgren, and Alice Winkleman, shall not suffer a loss of coverage as a result of the changes to eligibility.

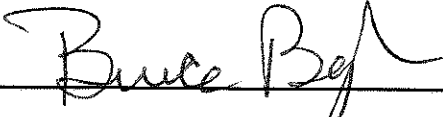
THE EMERALDS AT GRAND RAPIDS, LLC

BY:


THE EMERALDS AT GRAND RAPIDS, LLC

Date: 2/23/21

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL NO. 1189
OF DULUTH, MINNESOTA**

BY: 

Date: 3/15/21
**UNION REPRESENTATIVE UFCW
LOCAL 1189**

Letter of Understanding
Attendance

Quarterly, employees are able to "forgive" one weekday absence from their record by picking up two (2) shifts where they're most needed. The quarterly time frames are January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31. An absence is not forgiven if the employee picks up a shift but calls in within 7 days prior to 7 days after the picked-up shift.

The attendance program will be in effect for a minimum of 6 months. The attendance program will fall under the language and guidelines of LMC.

BY:



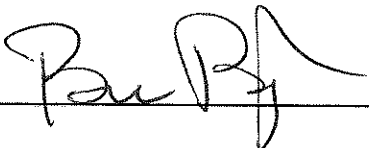
The EMERALDS AT GRAND RAPIDS, LLC

Date:

2/23/21

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL NO. 1189
OF DULUTH, MINNESOTA

BY:



Date:

3/15/21

UNION REPRESENTATIVE UFCW
LOCAL 1189