Collective Bargaining Agreement

between

New Brighton Opco, LLC d/b/a
New Brighton a Villa Center
("Employer")

and

UNITED FOOD AND COMMERCIAL WORKERS

LOCAL 1189

Effective:

May 23, **2020**

through

May 22, **2023**

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PREAMBLE

This Collective Bargaining Agreement ("Agreement") is effective at 12:00 a.m. on May 23, **2020**, by and between the New Brighton Opco, LLC d/b/a New Brighton a Villa Center ("Employer") and the United Food and Commercial Workers Local 1189 ("Union").

ARTICLE I.
RECOGNITION

1.1. The Employer has recognized the Union as the exclusive bargaining representative of all full-time and regularly scheduled part-time Employees who regularly work for the Employer in the following classifications ("Employees") at the New Brighton a Villa Center ("Facility"):

1.2. INCLUDED: of all full-time and regular part-time non-professional, regularly scheduled employees.

1.3. EXCLUDED: Administrator, Department Heads, Registered Nurses, Licensed Practical Nurses, all professional employees, office clerical employees, temporary or on call employees, guards, and supervisors as defined by the Labor Management Relations Act; of 1947, as amended.

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

1.5. For the purpose of this Article 1.4 the execution date of this Agreement shall be considered its effective date.

1.6. The employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization for such deductions. In no event shall such written authorization extend beyond the termination date of this Agreement. Such deduction shall be made by the Employer from the wages of the employees during each calendar month and transmitted to the Union. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the deduction for such month shall nevertheless be made from the first wages of adequate amount next due the employee and shall thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.

1.7. 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. The Union agrees to indemnify the Employer and hold it harmless against any and all claims which may arise from the Employer's obligations under this article.

ARTICLE II.
CLASSIFICATION OF EMPLOYEES

2.1. Employees shall be classified as follows: Full-time employees are those Employees who are regularly scheduled to work thirty (30) or more hours per week. Regular part-time employees are those Employees who are regularly scheduled to work less than thirty (30) hours per week. On-call employees who are not regularly scheduled to work, but who work 16 hours per pay period will be Union members. A look back period will be conducted on a calendar quarterly basis. **In January, April, July, October, a list will be provided to the Union with average hours worked in that corresponding quarter.**

ARTICLE III.
BARGAINING UNIT

New, Modified, or Disputed Classification

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

3.2. 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.

3.3. In the event any provision is held or determined to be invalid, the Employer and the Union shall meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid.

ARTICLE IV.
NO DISCRIMINATION

Equal Employment Opportunity and Prohibition of Discrimination

4.1. The Employer agrees not to discriminate against any applicant or Employee with respect to hiring, tenure or conditions of employment, nor will they limit, segregate or classify Employees in any way to deprive any individual Employee of employment opportunities because of such individual's race, color, creed, religion, age, sex or national origin, disability, disability related to pregnancy, marital status, sexual orientation, protected genetic information, status with respect to public assistance, harassment on the basis of sex, race, or any other protected characteristic

or any other characteristic protected under any other federal, state or local statute, administrative regulation, or ordinance.

4.2. There shall be no discrimination on the part of either the Employer or the Union in favor of or against any Employee because of his/her membership in the Union or because of acting as an officer or in any other capacity on behalf of the Union.

ARTICLE V.
MANAGEMENT RIGHTS

5.1. Except as specifically limited by the written provisions of this Agreement, the Employer retains the exclusive right to manage all aspects of the Facility, to direct control, and schedule its operations and work force and to make any and all decisions affecting Employees and/or the Facility, whether or not specifically mentioned below. Such prerogatives, authority, and functions shall include but are not limited to the sole exclusive rights to:

1. Hire, promote, demote, layoff, assign, transfer, discipline, suspend, discharge for just cause.

2. Select and determine the number of Employees, including the number assigned to any shift, department, classification, unit, or location or in the Employer's Facility.

3. Increase or decrease the number of Employees working in any shift, unit, department, or schedule, or extend/reduce individual or multiple Employees' shift duration.

4. Direct and schedule the work force including establishing and changing shift/classification durations, starting, ending, break times, and or extend/reduce individual or multiple Employees' shift duration, reduce hours within a unit, classification, or department.

5. Determine the location and type of the Facility's residents, services, and operations.

6. Add, modify, discontinue, or remove services, units, equipment, materials, or supplies.

7. Determine the methods, procedures, equipment, supplies, and operations to be utilized by Employees while working.

8. Establish, increase, or decrease the number of work shifts and their starting and/or ending times, and to establish shift lengths, and to lengthen or shorten shifts.

9. Promulgate, post and enforce reasonable rules, regulations, standards, policies, forms, and procedures regarding attendance, conduct, performance, and acts of Employees during work hours.

10. Select, assign, and direct supervisory Employees.

11. Make all decisions regarding the training of Employees.

12. Introduce new and improved methods of operations.

13. Establish, change, combine, and determine job content, qualifications, and licensure.

14. Develop, distribute, and enforce Employee handbooks and Employee-related policies, procedures, forms, and standards, including standards for attendance, conduct, performance resident care.

15. Make any and all other staffing, scheduling, assignment, operational, or other determinations or adjustments the Employer deems necessary in light of the Employer's resident census, case mix, availability of staff, workforce skill levels, weather, or any other financial, regulatory, resident care, qualitative, or other objective or consideration.

16. Supplement the Employer's Employee workforce through the use of contract service providers, independent contractors, contract labor, or workers provided by sources of qualified staff, including nursing pools, registries, and all other sources of qualified staff.

ARTICLE VI.
SUBCONTRACTING

6.1. The Employer and the Union agree that the Employer shall not contract out any bargaining unit work that would result in the permanent lay-off of bargaining unit Employees without first notifying the Union of such; and second, making a reasonable effort to meet with representatives of the Union to confer and look at possible alternatives to such subcontracting.

ARTICLE VII.
PROBATIONARY PERIOD

7.1. Employees shall be probationary Employees for the first sixty (60) calendar days of employment from their most recent date of hire and during such period, may be disciplined or terminated without cause and without said discipline or termination causing a breach of this Agreement, and may not be challenged through grievance pursuant to this Agreement.

7.2. The Employer may require a thirty (30) calendar day extension of an Employee's probationary period provided the notice is submitted in writing to the Employee and the Union no later than the end of the probationary period.

ARTICLE VIII.
DISCIPLINE AND DISCHARGE

No Discipline or Discharge Without Cause

8.1. Employees may not be suspended, demoted or discharged except for just cause. No grievance relating to any disciplinary action shall be valid unless submitted to the Employer in writing within ten (10) calendar days after the suspension, demotion or discharge in question. In case of discharge, the employee affected may request and shall receive from the Employer in writing the reason for said dismissal.

8.2. Employees covered by this Agreement who resign or otherwise voluntarily terminate employment are required to provide at least fourteen (14) days' advance written notice to their immediate supervisor. This notice should include the effective date and reason for resignation. At the Employer's option, the employee may continue to work during this fourteen (14) day period unless a competent replacement can be found and trainer sooner. Should the Employer choose to release the employee sooner, wages will be paid to the terminated employee through the specified resignation date.

8.3. If the employee fails to report for work as scheduled, such failure 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 three (3) days of such failure to report as scheduled, furnish the Employer with reasonable proof that such employee could not notify the Employer of his absence because of illness or emergency, then such employee shall be reinstated without any break in the service record.

ARTICLE IX.
UNION REPRESENTATIVE ACCESS

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

9.2. Union representative will be permitted to attend New Employee Orientation for fifteen (15) minutes upon mutually agreed upon times and dates.

ARTICLE X.
BULLETIN BOARD

10.1. The Employer will allow the Union space to post notices of Union meetings, list of stewards, and other Union business in the Employer's break room. Under no circumstances shall such notices include inflammatory or derogatory comments. The Employer may remove postings which the Employer believes violate the above sentence, with first notifying and discussing posting with Union.

ARTICLE XI.
LABOR/MANAGEMENT MEETINGS

11.1. The Employer and the Union agree that during the life of this Agreement, individuals from both parties (the number to be mutually agreed upon) be designated in writing by each party to the other for the purpose of meeting on a mutually agreeable schedule and at mutually agreeable times and places so as to apprise the other of problems, concerns, suggestions, ideas, etc., related to the Facility, the workforce and resident services, all to promote better understanding with the other. All topics for such meetings shall be mutually agreed upon and 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.

11.2. Labor-Management meetings shall be set at the discretion of the Union and the Employer, using Federal Mediation and Conciliation Services (FMCS) to facilitate as desired.

ARTICLE XII.
GRIEVANCE AND ARBITRATION PROCEDURE

12.1. Employees shall immediately first informally discuss grievances with their immediate supervisor. A steward may accompany the aggrieved Employee, if he or she requests.

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

Step 1. The aggrieved employee and/or Union shall attempt to adjust the grievance with the Employer within ten (10) calendar days of the event giving rise to the grievance. Grievances related to wages shall be timely if received by the Employer no later than sixty (60) calendar days following the date of receipt of the check by the employee.

Step 2. If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the Agreement, and shall be received by the Employer no later than ten (10) calendar days following the Step 1 meeting.

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

Step 3. If the grievance is not resolved in Step 2, either party may refer the matter to Federal Mediation and Conciliation Services for non-binding

mediation. Either party may opt to bypass this step and go immediately to Step 4.

Step 4. If the grievance is not resolved in Step 3, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) calendar days following the Step 3 meeting. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation service. The Employer and Union shall each alternately strike one (1) name, and the order of striking shall be determined by chance. The remaining arbitrator, after each party has made three (3) strikes, shall hear and determine the dispute.

12.3. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue.

12.4. The standard of proof shall be the preponderance of the evidence or clear and convincing evidence and never shall be the standard of beyond a reasonable doubt. In cases of disciplinary action, the standard of proof shall be clear and convincing evidence.

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

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

ARTICLE XIII.
NO STRIKE, PROHIBITED CONDUCT, AND NO LOCKOUT

13.1. The Employer and the Union agree that because of the services of the Employer, that this Agreement prohibits strikes, slowdowns, lockouts or work stoppages ("Prohibited Conduct") during the life of this Agreement.

13.2. The prohibition against Prohibited Conduct and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance and arbitration provisions of this Agreement.

13.3. This Article shall not prohibit otherwise lawful Prohibited Conduct if the Employer and Union reach impasse during negotiations regarding a wage reopener, during the life of this Agreement.

ARTICLE XIV.
SENIORITY

Seniority of Employees Employed by Employer as of December 1, 2017

14.1. The seniority of Employees employed by the Employer as of December 1, 2017 will be based upon their most recent, prior date of hire by Employer.

Seniority of Employees Hired by the Employer After December 1, 2017

14.2. Employees hired by the Employer after December 1, 2017 will be credited with seniority as of their first day of employment with the Employer.

Job Category Seniority

14.3. Job category seniority shall be defined as the employee's continuous length of service in the following categories:

1. Nursing Services (Nursing Assistants and TMAs)

2. Non-Nursing Services

14.4. Employees who become TMAs or are hired as TMA shall be placed on a TMA seniority list based on the first day they worked as a TMA with the employer or previous employer. The employer shall award TMA hours from the list based on TMA seniority.

Seniority Lists

14.5. The Employer shall, on or before the thirtieth (30) day following the commencement of this Agreement, prepare and post seniority lists by classification of all Employees covered by this Agreement, specifying the seniority of each Employee. Such lists shall be updated every six (6) months, and sent to the Union upon Union request.

Vacant Positions

14.6. All vacant positions, whether in existing or proposed new bargaining unit classifications, shall be posted at least seven (7) days before being permanently filled. The Employer may make interim assignments to vacant positions. Such notice shall state the job classification to be filled and if possible, the anticipated shift of work and hours of work per pay period and the qualifications for the position.

14.7. Job related qualifications, as determined by the Employer, may include but are not limited to, related experiences and licensure and/or registration. The Employee with what the Employer determines to be the requisite qualifications, with the most seniority in the classification with the vacant position shall be awarded the position. If no Employee within the classification bids on the position, the most senior qualified applicant outside the classification shall be awarded the position. The Employer may assign Employees to particular areas, residents, or tasks as necessary to satisfy regulatory/resident care objectives, and without regard for seniority.

Layoffs/Reductions/Recall

14.8. In reducing the number of Employees or making a reduction in hours, the Employer will determine the number of positions to be reduced within the Facility, Department, Unit, or classification. Subject to the preceding sentence, permanent layoffs shall be made in reverse order of seniority. Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for up to a maximum of twelve (12) months. The Employer will make a reasonable effort to give two (2) weeks' notice of impending permanent layoff to affected Employee(s).

With respect to reduction in hours due to resident census fluctuations, case mix fluctuations, and other factors which cause the Employer to temporarily reduce staffing levels, the Employer **will reduce hours in the following order.**

1) **Ask for volunteers in order of seniority**
2) **If no volunteers, then non-contract employees (pool agency)**
3) **If no non-contract employees, then by reverse seniority**

Employees that volunteer to take a reduction will not be given any attendance points, and will continue to be eligible for any incentives in correlation with attendance.

Employee eligibility for various Employer benefit plans shall be determined by the eligibility requirements of each plan. Employees who move among classifications shall retain their dates of hire and/or total compensated hours for purposes of determining employee benefit plan eligibility and benefit accrual rates.

ARTICLE XV.
HOURS OF WORK AND OVERTIME

15.1. Nothing in this Agreement shall be construed as a guarantee or commitment by the Employer to any Employee of a minimum or maximum number of hours of work per work day, week, pay period, or year.

Pay Period

15.2. Each Employee's pay period shall consist of fourteen (14) consecutive days beginning on a day and time which will be set by the Employer and regarding

which, Employees will be notified in writing. The Employer may adjust the time/day/start time of the payroll periods with not less than fourteen (14) days' prior notice to the Union and Employees.

Limit on Consecutive Days

15.3. No employee shall work more than seven (7) consecutive days during a two week period, unless by mutual agreement between the Employer and employee. Employees shall normally be scheduled so that they shall not be required to work more than two (2) weekend out of four (4), except in cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving the patients or residents of needed care or by mutual agreement between the Employer and the employee.

Posting of Schedules

15.4. Schedules shall be posted a minimum of two (2) weeks in advance of Employees' scheduled work. The Employer shall not change the shift of any employee in an arbitrary or capricious manner, and in no event, without the consent of the employee affected. In the event of block scheduling changes, the change should be accomplished by reserve seniority.

Filling Shifts/Hours

15.5. The Employer shall follow a process to offer open hours to employees by first offering them on a non-overtime basis by seniority within the classification, then on an overtime basis by seniority within the classification. All open shifts and hours shall be posted for a minimum of five (5) calendar days prior to the posting of the work schedule and no later than five (5) calendar days after the posting of the work schedule whereby employees may indicate availability for specific open shifts within their classification.

Overtime

15.6. 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 worked over forty (40) hours during a seven (7) consecutive day period. Overtime payments shall not be pyramided. Employees shall not be required to take time off in lieu of overtime pay. Any overtime worked must be approved by the Employee's supervisor, or if in nursing, DON, ADON, building charge nurse or staffing coordinator, in that order. This overtime must be approved in advance by the Employee's supervisor, as defined above.

Split Shifts

15.7. There shall be no split shifts unless mutually agreeable between the employee and Employer.

ARTICLE XVI.
HOLIDAYS

16.1. The following days shall be considered holidays:

New Year's Day
Memorial Day
July Fourth
Labor Day
Thanksgiving Day
Christmas Day

16.2. Full-time employees that do not work a scheduled holiday will receive eight (8) hours of pay for all holidays. Part-time employees that do not work a holiday will receive prorated hours for all holidays. Full-time and Part-time will receive double time for all hours worked on the holiday (straight time plus holiday pay)

Floating Holidays

16.3. One (1) Floating Holiday will be awarded for employees with five (5) or more years of service. The floating holiday will be awarded annually on January 1st of each year. The floating holiday will expire if not used by the end of the calendar year, December 31st of each given year.

2018 floating holiday – eight (8) hours for full-time employees and prorated for part-time employees, to be used by December 31st, 2018.

16.4. Except as otherwise specifically provided by this Agreement, the Employer's Employee Handbook and Employee Benefits Summary shall govern with respect to all issues related to holidays.

ARTICLE XVII.
REST PERIODS AND LUNCH PERIODS

17.1. All Employees shall be entitled to a fifteen- (15) minute rest period for each four (4) consecutive hours worked. However, two (2) rest periods shall be provided whenever an Employee is required to work seven (7) or more hours in a workday. All lunch periods shall be on the Employee's own time and rest periods on the Employer's time. Rest periods and lunch periods for the individual Employees shall be scheduled by the Employer so as not to interfere with the operation of the Employer's Facility.

ARTICLE XVIII.
LEAVES OF ABSENCE

18.1. Leaves of absence shall be governed by the Employer's Employee Handbook and Employee Benefits Summary unless covered within this agreement.

Paid Jury

18.2. An employee shall immediately notify the Employer upon receiving a call for jury duty. When an employee is required to serve on a petit jury, the Employer agrees to pay a full-time and part-time employee on a prorated basis, employee's regular earnings based on employees regular hours worked per week up to 40 hours per week for a maximum twenty-one (21) calendar days annually.

Funeral Leave

18.3. Full-time and Part-time employees requiring time off for the death, funeral or estate settlement of a member of their immediate family shall be granted a paid bereavement leave of absence. For purposes of this policy, immediate family includes: the employee's spouse, domestic partner, sibling, step-sibling, parent, step-parent, child, step-child, mother-in- law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. Full-time and Part-time employees may be granted time off up to a maximum of three (3) consecutive, regularly scheduled paid days. In the event of the death of a spouse or child, up to four (4) days of leave shall be granted. The Employer may request verification of the relationship of the deceased before bereavement pay is made.

Injury, Illness or Maternity Leave

18.4. A leave of absence of up to one hundred eighty (180) days shall be granted to employees unable to work because of illness, injury or maternity. Any employee requesting Injury, Illness or Maternity leave shall complete the certification of healthcare provider form as a part of the request to utilize this leave. The form must be completed by a licensed healthcare provider within 15 days prior to start of leave. Any employee on such leave shall be reinstated upon furnishing a physician's report certifying that the employee is capable of returning to work. Employees also eligible for FML and Injury, Illness or Maternity Leave will run concurrently.

Return from Leave

18.5. For employees whose leaves do not exceed ninety (90) days, the Employer agrees to return said employee to their former position or one of like nature (e.g. a position in the same classification and shift), provided that the employee gives written notice to the Employer of their intent to return. Should the employee fail to return at the end of such approved leave or fail to give notice of intent to return, the guarantee of return as herein described void.

Personal Leave of Absence

18.6. An employee may be granted a leave of absence not to exceed thirty (30) days upon written permission from the Employer.

Anniversary Date

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

ARTICLE XIX.
PAID SICK TIME

19.1. Paid sick time accrues for full-time and part-time employees based upon the number of hours worked per pay period. The sick accrual rate for full and part-time employees is .0375 with a max of accrual of 96 hours. All other sick time guidelines shall be governed by the Employer's Employee Handbook and Employee Benefits Summary.

ARTICLE XX.
PAID VACATION

20.1. Paid vacation time accrues for full-time and part-time employees based upon the number of hours worked per pay period. Employees who give required 2-week notice will receive accrued and earned vacation upon termination. The maximum amount of vacation an employee may carry over from anniversary year to anniversary year (based on original date of hire in the facility) is forty (40) hours.

20.2. **If an employee has reached their maximum accrual of vacation as per the Employer's Employee Handbook and has been denied their vacation request in writing, said employee will be able to cash out up to four (4) days of vacation time upon request.**

Employer will respond to vacation requests no less than one (1) pay period prior to the vacation requested.

20.3. **The Employer agrees to allow employees to access vacation time in half (1/2) day increments.**

20.4. Accrual rates and all other vacation time guidelines shall be governed by the Employer's Employee Handbook and Employee Benefits Summary.

ARTICLE XXI.
INSURANCE

21.1. During the life of this Agreement, the Employer will offer or provide Health, Dental and Vision, to Employees covered by this Agreement under the same terms and with the same coverage, eligibility requirements, deductibles, Employer contributions, limits on the Employer's contributions, carriers, premiums, enrollment periods and other aspects of plans as the Employer offers to other hourly paid Employees.

21.2. The Employer shall have the right to amend the foregoing plans, including coverage eligibility criteria, deductibles, Employer contributions, limits on the Employer's contributions, carriers, premiums, enrollment periods, and other aspects of the plans, provided any such amendments are also applicable to other of the Employer's hourly Employees. The Employer agrees to meet and confer with the Union in advance of any such changes, but shall not be obligated to bargain with the Union regarding any such changes.

ARTICLE XXII.
WAGE RATES

New Hire Wage Rates for Employees

22.1. Hire rates for Employees hired after April 29, 2018. Upon ratification of this contract, employees will receive a 4% wage adjustment or move to the next level of the wage scale, whichever is higher.

Years of Experience	Nursing Assistant	**5/23/20**	**5/23/21**
New	$14.50	**$14.94**	**$15.38**
Year 1	$14.70	**$15.14**	**$15.60**
Year 2	$14.90	**$15.35**	**$15.81**
Year 3	$15.10	**$15.55**	**$16.02**
Year 4	$15.30	**$15.76**	**$16.23**
Year 5	$15.50	**$15.97**	**$16.44**
Year 6	$15.70	**$16.17**	**$16.66**
Year 7	$15.90	**$16.38**	**$16.87**
Year 8	$16.10	**$16.58**	**$17.08**

Year 9	$16.30	**$16.79**	**$17.29**
Year 10	$16.50	**17.00**	**$17.50**

Years of Experience	Cook Current	**5/23/20**	**5/23/21**
New	$14.50	**$14.94**	**$15.38**
Year 1	$15.00	**$15.45**	**$15.91**
Year 2	$15.50	**$15.97**	**$16.44**
Year 3	$16.00	**$16.48**	**$16.97**
Year 4	$16.50	**$17.00**	**$17.50**
Year 5	$17.00	**$17.51**	**$18.04**
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			

Years of Experience	DietaryAide Current	**5/23/20**	**5/23/21**
New	$13.00	**$13.39**	**$13.79**
Year 1	$13.50	**$13.91**	**$14.32**
Year 2	$14.00	**$14.42**	**$14.85**
Year 3	$14.50	**$14.94**	**$15.38**
Year 4	$15.00	**$15.45**	**$15.91**
Year 5	$15.50	**$15.97**	**$16.44**
Year 6			
Year 7			

Year 8			
Year 9			
Year 10			

Years of Experience	Maintenance	5/23/20	5/23/21
New	$16.00	**$16.48**	**$16.97**
Year 1	$16.50	**$17.00**	**$17.50**
Year 2	$17.00	**$17.51**	**$18.04**
Year 3	$17.50	**$18.03**	**$18.57**
Year 4	$18.00	**$18.54**	**$19.10**
Year 5	$18.50	**$19.06**	**$19.63**
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			

***Preceptors will earn an extra $1.00 hour for all hours scheduled to train new employees.**

***Preceptors will be defined as employees assigned to train in new employees.**

***Overscale employees = 3% increase**

***Villa will agree to retroactively pay all wage increases back to May 22, 2020**

***The Union and the Employer will meet May 22, 2022 solely for the purpose of negotiating wages**

22.2. Paycheck Corrections

The Employer shall issue checks to correct Employer errors on paychecks within two (2) business days of notice to the Employer from the Employee.

Minimum Call-In Pay

22.3. When an employee is called into work, that employee shall be offered a minimum of four (4) hours of work, unless mutually agreed upon by Employee and Employer.

ARTICLE XXIII.
UNIFORMS

23.1. If the Employer requires an employee to wear a uniform in the performance of his or her duties, the Employer will provide the employee with uniforms according to the terms of the Employer's Handbook and Employee Benefits Summary then in effect. It is the responsibility of the employee to ensure that their uniforms are properly maintained and laundered.

Each employee will receive one new set of uniforms during the month of their anniversary date. Employee shall fill out a uniform request form during the month in order to receive the new uniform.

Upon ratification, the Employer will give a one (1) month window for employees to request a new set of uniforms if they had not received one upon hire. Employees that have never been issued a uniform will be able to request uniforms in the guidelines set below:

Full-time – 2 sets of uniforms
Part-time – 1 set of uniforms

ARTICLE XXIV.
RETIREMENT SAVINGS PLAN

24.1. The Employer will offer a retirement savings plan ("Plan") to employees. The Employer shall determine, and may modify without notice to or bargaining with the Union, all aspects of that Plan, including but not limited to the Plan administrator, investment options, contributions, Employer contributions, if any, and any other aspects of that Plan.

ARTICLE XXV.
LIFE INSURANCE

25.1. The Employer will offer employees life insurance as provided in the Employer's Employee Handbook and Employee Benefits Summary. The Employer shall have the right to determine and change all aspects of this life insurance coverage, without prior notice to or negotiation with the Union.

ARTICLE XXVI
INFECTIOUS DISEASE PREVENTION

26.1. **The Employer and the Union recognize the importance of maintaining and protecting the health of employees and patients and patients within the Medical Centers and throughout the community. The Employer shall maintain an infectious disease program and polices in compliance with state and of federal regulation and with consideration of the Centers for Disease Control (CDC) guidelines. Policies and procedures related to infectious diseases shall be readily accessible to all employees.**

26.2. **Health Program:**

- **A.** **The Employer will offer and provide, without cost to all employees, any vaccines that are deemed a condition of employment.**
- **B.** **Any provided vaccinations may be accepted or declined by the employee.**
- **C.** **In the event testing is required by the Minnesota Department of Health for infection control, the Employer agrees to provide testing to all employees at no cost to the employee.**

26.3. **Personal Protective Equipment:**
The Employer will provide adequate and appropriate personal protective equipment, unless unavailable due to supply chain shortages, and appropriate training on its use. It is the responsibility of the employee to properly utilize the appropriate protective equipment once trained.

26.4. **Exposure to Infectious Agent and Disease(s):**
In the event of a known or suspected exposure to an epidemiologically significant communicable disease, whether at or away from work, the employee is responsible to report the incident to the Employer. The Employer will follow the applicable policies and procedures for post exposure to the infectious agent.

The Employer will also work to limit the number of staff exposed to residents that have contracted an epidemiologically significant communicable disease.

26.5 **Compensation:**
In the event monies are made available from the state through reimbursements, the Employer will meet to discuss the implementation of incentive pay attributed to the employees.

ARTICLE XXVII
DURATION AND CHANGES

27.1 Duration

27.2 This agreement shall become effective at 12:00 a.m. on May 23, **2020** and shall remain in effect through 11:59 p.m. on May 22, **2023**. With a wage opener May 21, **2022**.

Termination or Changes

27.3 It shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate it at least ninety (90), but not more than one hundred twenty (120) days prior to May 23 of any year thereafter if it is automatically renewed.

The undersigned signed this Agreement on the dates as indicated below.

EMPLOYER:

By: _____
Regional Director of Human Resources

Date: 11/12/2020

UNION:

By: _____
Union Representative

Date: 11/12/2020