

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

ST. ANTHONY PARK HOME, INC.

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 1189**

August 5, 2022 – April 30, 2024

TABLE OF CONTENTS

| | |
|--|----|
| ARTICLE 1 - RECOGNITION OF UNION..... | 1 |
| ARTICLE 2 - CLASSIFICATION OF EMPLOYEES | 2 |
| ARTICLE 3 - PAY PERIOD | 3 |
| ARTICLE 4 - HOURS OF WORK | 3 |
| ARTICLE 5 - MINIMUM SCHEDULE OF WAGES..... | 4 |
| ARTICLE 6 - HOLIDAYS..... | 4 |
| ARTICLE 7 - SENIORITY | 5 |
| ARTICLE 8 - TERMINATION OF EMPLOYMENT | 6 |
| ARTICLE 9 - ARBITRATION..... | 6 |
| ARTICLE 10 - REST PERIODS AND LUNCH PERIODS..... | 8 |
| ARTICLE 11 - PAID TIME OFF (PTO)..... | 8 |
| ARTICLE 12 - LEAVES OF ABSENCE..... | 9 |
| ARTICLE 13 - SUCCESSORSHIP | 10 |
| ARTICLE 14 – MINIMUM STANDARDS | 11 |
| ARTICLE 15 - SEVERABILITY CLAUSE..... | 11 |
| ARTICLE 16 - MANAGEMENT RIGHTS | 11 |
| ARTICLE 17 – NO STRIKE OR LOCKOUT | 12 |
| ARTICLE 18 - HEALTH AND HOSPITALIZATION PLAN | 12 |
| ARTICLE 19 - RETIREMENT PLAN | 13 |
| ARTICLE 20 - INSURANCE..... | 13 |
| ARTICLE 21 - NON-DISCRIMINATION..... | 13 |
| ARTICLE 22 - MISCELLANEOUS | 13 |
| ARTICLE 23 - TERMINATION | 14 |
| LETTER OF AGREEMENT - APPENDIX A | 16 |

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

ST. ANTHONY PARK HOME, INC.

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189

THIS AGREEMENT made this 5th day of August, 2022, by and between ST. ANTHONY PARK HOME, INC., hereinafter described as the Employer, and the UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 1189, chartered by the United Food & Commercial Workers International Union, hereinafter described as the Union.

ARTICLE 1 - RECOGNITION OF UNION

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

1.2.1 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 ninetieth (90th) day following the beginning of such employment become and remain members in good standing in the Union.

“In good standing,” for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as applied uniformly to all persons covered by this Agreement.

1.2.2 For the purpose of this Article 1.2.1, execution date of this Agreement shall be considered its effective date.

1.2.3 The foregoing provisions shall not apply to employees working as temporary summer replacements for a period of ninety (90) days during the period June 1 through September 30, of any year.

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

1.3B The Employer will deduct contributions to the UFCW Active Ballot Club from the wages of any employee who voluntarily provides the Employer with a written authorization. The Employer will send all such deductions to the Union. The Employer is not responsible for the management or administration of the Club or decisions on Club expenditures.

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

1.5 The Employer will provide the Union with a quarterly list of new employees and status changes.

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

1.7 A Union representative will be allowed to have a thirty (30) minute session with newly hired employees immediately following any new hire orientation or as soon as possible during ongoing new employee training abased on staffing needs in the facility.

ARTICLE 2 - CLASSIFICATION OF EMPLOYEES

2.1 Full Time Employees: Those employees who are regularly scheduled to work at least 8 shifts (60+ hours) per pay period.

2.2 Part-Time Employees: Those employees who are regularly scheduled to work 2-7 shifts (15-59 hours) per pay period.

2.3 On-Call Employees: Those employees who are not regularly scheduled and who work 15 or fewer hours per pay period.

2.3.1 Must work 2 full (7.5 or 8 hour) shifts/pay period.

2.3.2 May be automatically terminated if they do not work any shifts in 30 days.

2.3.3 Not eligible for benefits unless mandated by law.

- 2.4 Change in Status: If a full or part-time employee changes her status to On-call, she will be paid out her accrued PTO at 50 percent.

Employees shall be probationary employees for the first ninety (90) days of employment and during such period may be discharged by the Employer with or without cause without the same causing a breach of this Agreement or constituting a grievance hereunder. This probation period may be extended for thirty (30) days if by the 75th day of employment the employee is notified in writing of the specific reasons for the extension. This must be signed by the employee and a copy forwarded to the Union. Union Stewards will be allowed to attend new employee orientation meetings. The provisions of this section shall not apply to employees hired as temporary summer replacements for a period of ninety (90) days during the period June 1 through September 30, and such employees may be terminated at any time during said period.

ARTICLE 3 - PAY PERIOD

- 3.1 Employees shall be paid every two (2) weeks or more often.
- 3.2 The Employer will make available to all employees a direct deposit feature for payroll purposes. The direct deposit will be made one (1) day prior to the regular pay day. All employees are encouraged to participate in this program.

ARTICLE 4 - HOURS OF WORK

- 4.1 Work schedules shall be posted at least two (2) weeks prior to the start of a work period. Employer shall not change the shift of any employee in an arbitrary and capricious manner.
- 4.2 Employees shall normally be scheduled to work two (2) weekends out of four (4). In cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving patients or residents of needed care or by mutual agreement between the Employer and the employee employees may be required to work additional weekend shifts.
- 4.3 If regularly scheduled weekends off are available, those weekends will be offered to the most senior employees. Seniority as defined in Article 7, Section 7.1, shall apply.
- 4.4 Employees shall not work more than 16 hours in a 24-hour period.
- 4.5 Employees shall not be scheduled to work more than seven (7) consecutive days unless overtime is paid for work in excess of such seven (7) consecutive days. By mutual agreement, between the Employer and employee, the employee may be scheduled contrary to the language in this section without the payment of overtime.
- 4.6 An employee reporting for work at his/her regular scheduled starting time who has not been previously notified not to report for work shall receive a minimum of four (4) hours work that day or four (4) hours straight time in lieu thereof. A bona fide attempt by the Employer to contact the employee shall be taken as notice under this provision.

4.7 Overtime pay shall be one and one-half (1½) times the regular rate of pay. All employees shall be paid overtime for all hours worked over eight (8) hours per day or eighty (80) hours in a two (2) week work period. Overtime payments shall not be pyramided or apply when holiday double pay is in effect. A two (2) week work period shall begin with the start of a shift on a specified day and time and end with the close of the shift commencing at a specified day and time two (2) weeks or fourteen (14) days later.

4.8 All employees on all shifts shall be required whenever reasonably possible to give Employer two (2) hours' notice if they are unable to report to work.

ARTICLE 5 - MINIMUM SCHEDULE OF WAGES

5.1 The minimum wage scale will be as set forth in APPENDIX A.

5.2 TMAs will be paid at a rate of \$1.00/hour above applicable *NAR* rate for all shifts working as a TMA.

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

5.4 An employee who quit or has been terminated prior to the execution of this Agreement shall receive the increases provided herein if written request is made by such employee to the Employer within ninety (90) days of the date this Agreement is executed.

5.5 The starting rate provided in this Agreement shall be applicable upon completion of the employee's probationary period as provided in Section 2.4 of this Agreement. Upon completion of said probationary period, length of service increments shall be computed from the beginning date of employment.

ARTICLE 6 - HOLIDAYS

6.1 The following days shall be considered holidays: New Year's Day, Easter Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day and employee's personal day.

6.2 The Christmas and New Year's holidays will begin with the afternoon shift preceding these holidays and end with the conclusion of the day shift on these holidays.

6.3 Employees who work more than eight (8) hours on a holiday will receive two times their regular hourly rate of pay for all hours worked over eight (8). To receive holiday pay, an employee must request holiday pay electronically to the business office.

6.4 No employee shall be required to work more than two consecutive Holidays designated above in Section 6.1.

ARTICLE 7 – SENIORITY

7.1 Bargaining Unit Seniority shall be defined as the employee's length of continuous service with the Employer in the bargaining unit commencing with the date on which the employee began to work after last being hired. Such seniority shall be used to determine eligibility for all benefits which are available to the entire bargaining unit (i.e., health insurance, vacation, etc.) and other purposes as may be defined elsewhere in the Agreement.

7.2 Reduction in hours shall be considered a partial layoff. When a layoff or reduction in hours shall be deemed by the Employer to be necessary, the Employer shall first request volunteers. An employee who volunteers for an hours reduction shall be entitled to reinstatement of hours with the next posting of a schedule following submission, in writing, of desire for reinstatement. Such reinstatement shall be to prior position and hours. If no employee volunteers, the reduction shall be as follows:

A. Temporary Layoff: (defined as a layoff of thirty (30) days or less). A temporary layoff shall be limited to the least senior employee in the classification the layoff affects.

B. Permanent Layoff: (defined as a layoff of more than thirty (30) days). Should a permanent layoff occur, an employee affected may exercise his/her bargaining unit seniority and shall be afforded the same opportunity to become proficient as a new hire.

C. Where reductions on a shift are necessary, employees on that shift will be equally affected.

Should hours contained in a layoff subsequently be restored, an employee affected by layoff shall first be offered full reinstatement prior to posting of said position or hours, as required.

7.3 Employees who exercise their rights under Section 7.2B of this agreement must be able to fulfill any licensing requirements to claim a least senior employee's position. Employees must also have necessary training to claim positions in special skills jobs (cook and maintenance).

7.4 Part-time employees desiring full-time employment shall advise the Employer in writing of their desire for full-time employment. In the event of job vacancies, the Employer shall give qualified part-time employees in order of seniority such full-time jobs. In the event of a job vacancy involving the availability of a full-time position in the bargaining unit, the Employer shall give written notice of such job vacancy by posting upon an appropriate bulletin board a notice that such job vacancy exists, setting forth therein the job category and schedule of work hours available. This notice shall be posted before notice of the job vacancy is given to non-employees of Employer's facility.

7.5 The Employer shall post all known available hours upon an appropriate bulletin board. Those hours will be awarded to employees in their departments, first using straight time hours by seniority then using overtime hours by seniority.

The provisions of this article shall be enforceable to a level that allows for the consideration of resident care and employee safety. That level shall be defined as no more than twenty (20) hours of overtime per week or thirty (30) hours per pay period.

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

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

ARTICLE 8 – TERMINATION OF EMPLOYMENT

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 seven (7) days after the suspension, demotion or discharge in question. In the case of discharge, the employee affected may request and shall receive from the Employer in writing the reason for said dismissal.

8.2 Employees covered by this Agreement electing to resign or quit their employment shall give the Employer two (2) weeks' written notice and shall continue in the Employer's service during this two (2) week period, with the exception that the employee may leave sooner when competent replacement can be made by the Employer. The Employer is to furnish printed forms of such resignation. Employees who are terminated for just cause or terminate their employment without giving the Employer the required notice or leave their employment before the end of the two (2) week period (except in the event of accidental death) shall forfeit all accrued PTO hours and other benefits to which such employees may be entitled, except wages earned. The Employer shall give regular full-time employees two (2) weeks' written notice of termination, or two (2) weeks' pay in lieu thereof: except in the case of a discharge for just cause. Employees, with one or more years of continuous service, who follow proper procedure as described in this paragraph will be paid at all PTO hours available upon termination.

8.3 If the employee fails to report to work as scheduled, or to furnish the Employer with a justifiable excuse within twenty-four (24) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from the service of the Employer and termination of such employee's seniority and employment, provided, however, that if such employee can within three (3) days furnish the Employer with reasonable proof that such employee could not notify the Employer of his absence because of illness or unforeseen emergency, then such employee shall be reinstated without any break in the service record.

ARTICLE 9 - ARBITRATION

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

Step 1: The aggrieved employee and/or Union within seven (7) days, shall attempt to adjust the grievance with the Employer. The seven (7) day time limit may be extended by mutual agreement between the Union and the Employer.

Step 2: If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the Agreement, and shall be received by the Employer no later than seven (7) calendar days following the Step 1 meeting. Grievances relating to wages shall be timely if received by the Employer no later than sixty (60) calendar days following the date of receipt of the check by the employee.

Within seven (7) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet and attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

Step 3: If the parties are unable to resolve the grievance in Step 2, they may by mutual agreement, take this matter to Federal Mediation and Conciliation Services. It shall be non-binding unless the parties agree in advance to adhere to the decision of the mediator.

Step 4: If the grievance is not resolved in Step 2 or 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 2 or Step 3 meeting. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of five (5) 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 two (2) strikes, shall hear, and determine the dispute. After receipt of the list of arbitrators, unless extended by mutual agreement, the Union and Employer will strike arbitrators within ten (10) days.

9.2 The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. Further, in the event of a grievance concerning an employee discharge or suspension for reasons related to patient abuse, the arbitrator is only empowered to make factual determinations and he must uphold the discharge and deny the grievance if he finds that the grievant in fact violated any provision of the state of Minnesota "Vulnerable Adult Act" and in so doing committed patient abuse. Under no circumstance shall Employer be required to reinstate or pay back-pay to an employee against whom a regulatory agency has substantiated a finding of abuse. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue.

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

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

ARTICLE 10 - REST PERIODS AND LUNCH PERIODS

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

ARTICLE 11 - PAID TIME OFF (PTO)

11.1 PTO is designed to provide compensation at an employee's regular rate of pay for days away from the job for reasons of holidays, vacations, sick leave, personal illness, family illness, funeral leave or any other pre-approved reason. This is the exclusive manner in which employees may be paid for time not worked excluding workers compensation, jury duty, and short term and long term disability.

11.2 PTO will be earned at the rate below, based on length of service with the Employer. Calculations will be computed based on hours paid to the employees. PTO will be calculated from date of hire but not collectable until after the employee's probationary period. Employees will accrue PTO from date of hire but may not use this PTO until after one (1) year of employment, except for holidays worked.

| Years of Service Completed | Factor | | Hours Worked | | MAX PTO |
|----------------------------|--------|---|--------------|---|---------|
| 0 | .0769 | x | 2080 | = | 160 |
| 2 | .0846 | x | 2080 | = | 176 |
| 5 | .0961 | x | 2080 | = | 200 |
| 10 | .1154 | x | 2080 | = | 240 |

Employees who completed 15 years' service as of April 1, 2022 will be grandfathered at the old rates and will continue to accrue up to 320 PTO hours per year (Factor .1538). Employees who completed 10 years' service as of April 1, 2022 will continue to accrue up to 296 PTO hours per year (Factor .1423). Employees who completed 4 years of service as of April 1, 2022 will continue to accrue up to 256 PTO hours per year (Factor .1231). Employees who completed 1 year of service as of April 1, 2022 will continue to accrue up to 216 PTO hours per year (Factor .1038). All other employees will accrue PTO at the revised rates detailed above.

- 11.3 PTO will be paid out hourly upon request.
- 11.4 After one year of service an employee may buy back up to 112 hours per anniversary year. This buy back shall be limited to 28 hours maximum per quarter.
- 11.5 An employee may carry over up to one hundred twenty (120) PTO hours per year.
- 11.6 Holiday pay, vacation pay, personal leave pay and funeral leave pay must be requested in writing. The employer will provide forms for this purpose.
- 11.7 Sick pay will be paid automatically. Up to two (2) times yearly an employee may request not to be paid on the first day of an illness.
- 11.8 Employees may only take vacation by using PTO hours. The exception will be where an employee has used all of their PTO hours for a major illness or injury. Those employees may take a week of unpaid vacation per year.

ARTICLE 12 - LEAVES OF ABSENCE

- 12.1 Jury Duty: A full-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 such employee's jury duty pay, does not equal such employee's regular weekly pay, the Employer shall make up the difference for a maximum period of three (3) weeks, provided such employee works such hours as he is available during the hours when court is not in session. An employee receiving full pay from his Employer while serving on a jury shall be required to turn in to his Employer the jury duty pay for the period he served on the jury, not to exceed three (3) weeks. Hours spent on jury duty shall count as hours worked for purposes of this Agreement. The Employer is not required to reimburse for mileage or parking.
- 12.2 Bereavement Leave: A leave of absence of up to three (3) days shall be granted in case of death in the immediate family (parents, step-parents, grandparents, spouse, children, step-children, brothers and sisters, current mother-in-law and father-in-law, grandchildren). Employees may draw from their PTO time for hours lost for a period of consecutive days anytime from the date of death through the day after the funeral. When the employee must leave the country (excluding Canada) the maximum time off is fourteen (14) days. The employee must return according to schedule, or it will be considered a voluntary resignation. The employee must use their PTO if available. This is for immediate family only. The administrator must approve the request.
- 12.3 Injury, Illness or Maternity Leave: 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 on such leave shall be reinstated upon furnishing a physician's report certifying that he or she is capable of returning to work. The Employer will comply with all Federal and State Family Leave laws. Leaves under this section shall run concurrently with any Federal/State Laws.

12.4 Personal Leave of Absence: An employee may be granted an extended personal leave of absence (up to six weeks long). The employee must have PTO to cover the entire time requested. The time away must be requested a minimum of 3 months in advance, in writing (received by the manager in that time frame). No leaves will be granted from December 1 through January 3 of the following year. An employee must wait thirty-six (36) months between requests. The employee must return according to schedule, or it will be considered a voluntary resignation. The Administrator must approve the request.

12.5 When an employee goes on a leave of absence, the Employer will make a good faith effort to fill the position with a temporary replacement. Where the Employer fills the position temporarily, the employee on leave shall be returned to their same shift and classification they were working in immediately prior to the leave of absence. Where the position has not been filled on a temporary basis, the employee returning shall be placed in the position they left at the first available opportunity. Any employee who returns to work on an altered schedule and refuses the first (1st) available opportunity to return to his/her original position shall waive that preferred status.

12.6 Employees shall give the Employer two (2) weeks' notice of their intention to return to work from a leave of absence as set forth in 12.3 and 12.4 above.

12.7 No employee shall have their anniversary date or date of hire changed because of a leave of absence.

12.8 The Union and the Employer agree to abide by all State and Federal leave laws.

ARTICLE 13 - SUCCESSORSHIP

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

ARTICLE 14 - MINIMUM STANDARDS

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

14.2 Further, this Agreement provides minimum standards only and shall not prevent the Employer from granting additional payment or benefits so long as such granting is not otherwise a violation of this Agreement or state or federal laws.

14.3 EXPERIENCE CREDIT – Other Employers: An employee who has worked in other nursing homes or in a related industry shall receive credit for his/her prior equivalent experience at a rate equal and no more than the lowest paid employee with like experience in that job classification, excluding employees who have elected the “no benefits” option.

ARTICLE 15 - SEVERABILITY CLAUSE

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

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

ARTICLE 16 - MANAGEMENT RIGHTS

16.1 Except as specifically limited by the express written provisions of this Agreement, the management of Employer and the direction of the working forces shall be deemed the sole and exclusive function of Employer. Such management and direction shall include, but is not limited to, the rights to:

1. Hire, layoff, demote, promote, transfer, discharge, or discipline for just cause
2. Maintain discipline;
3. Assign and delegate work;
4. Determine quality and quantity of work performed;
5. Maintain and improve efficiency;
6. Require observance of nursing home rules and regulations;

7. Direct the working forces;
8. Determine the number of hours to be worked;
9. Determine the materials, means and type of services provided;
10. Determine the methods, supplies and equipment to be utilized;
11. Determine the methods of compliance with federal and state regulations affecting nursing homes;
12. Discontinue jobs because of valid management and economic reasons;
13. Decide employee qualifications consistent with federal and state standards; and
14. Manage and administer Employer's operation.

ARTICLE 17 - NO STRIKE OR LOCKOUT

17.1 There will be no strike, work stoppage, picketing, or lockout during the term of this Agreement. This Article shall be waived during the wage reopener negotiations.

ARTICLE 18 - HEALTH AND HOSPITALIZATION PLAN

18.1 The Employer shall make available to full-time employees a hospitalization and medical plan. If any employee chooses not to enroll in such plan when coverage is first available, periodic opportunities to enroll shall be made available to such employees, at least annually, consistent with the requirements of such plan. The specifics of such plan shall be determined at the discretion of the Employer, in consultation with the Union, but shall provide for group hospitalization and a surgical schedule.

18.2 (a) For employees employed on or before August 5, 2022:

- Single - must work fifty (50) hours per pay period: \$10 cost to employee
- Single+ One- must work sixty (60) hours per pay period: \$50 per paycheck
- Family - must work sixty (60) hours per pay period: \$100 per paycheck

(b) For employees employed after August 5, 2022:

- Single - must work fifty (50) hours per pay period: \$25 cost to employee
- Single + One - must work sixty (60) hours per pay period: \$100 per paycheck
- Family - must work sixty (60) hours per pay period: \$250 per paycheck

18.3 A pretax program for Health Insurance will be put in place. Employees at their option may choose to participate, or not to participate, in this program, subject to the provisions of the program.

ARTICLE 19 - RETIREMENT PLAN

19.1 The Employer will provide a 401K retirement plan.

19.2 For the length of this Agreement the Employer will contribute \$.50 for every dollar the employee contributes up to 5% of the employee's annual salary.

19.3 The employees will be responsible for service fees.

19.4 The employees' contributions are 100% vested immediately.

19.5 The Employer dollars contributed are vested as follows:

- After one (1) year on the plan - 20%
- After two (2) years on the plan - 40%
- After three (3) years on the plan - 60%
- After four (4) years on the plan - 80%
- After five (5) years on the plan - 100%

19.6 This plan can only be put into effect if minimum government allowed participation of all eligible (Union and Non-Union) employees is met.

ARTICLE 20 - INSURANCE

The Employer shall seek a vendor to provide disability insurance and life insurance. If available, this insurance will be at the employees' expense.

ARTICLE 21 - NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement on account of race, color, religion, national origin, age, sex, or handicap, except where handicap is a bona fide disqualification; or because of membership in the Union or Union activities.

ARTICLE 22 - MISCELLANEOUS

22.1 Labor-Management meetings shall be set at the discretion of the Union and the Employer.

22.2 Time off for Union Business: Employer shall grant the necessary time off without pay and without discrimination to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business so long as it does not interfere with the Employer's business.

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

ARTICLE 23 - TERMINATION

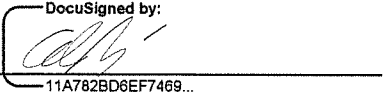
This Agreement shall be effective from the date hereof, except as otherwise specifically provided, and shall continue in full force and effect through the 30th day of April 2024 except as otherwise specifically provided and shall continue from year to year thereafter unless either party serves notice in writing upon the other party ninety (90) days prior to the expiration date of its desire to terminate, modify or amend the provisions of this Agreement.

[Signature Page Follows]

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

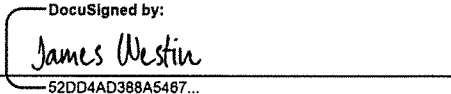
ST. ANTHONY PARK HOME, INC.

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1189

By: 

Title: Member

Date: October 7, 2022

By: 

Title: Union REpresentative

Date: October 5, 2022

Letter of Agreement – Appendix A
By and Between
UFCW Local 1189
And
St. Anthony Park Home

Start Rates: 6/1/2022

| | |
|--|--------------|
| NAR's and Therapy Aides: | \$16.50/hour |
| Maintenance Workers and Cooks: | \$17.50/hour |
| Laundry, Housekeeping, & Dietary Aides | \$15.50/hour |

Effective 6/1/2022, all employees will receive a 4.5% increase on their current wage rate. Effective 6/1/2023, all employees will receive a 3% increase on their current wage rate.