

The Emeralds at St Paul, LLC
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THIS AGREEMENT, made this 1st day of **February, 2019**, by and between the **The Emeralds at St Paul, LLC**, hereinafter described as the Employer, and the **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1189**, affiliated with the **UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION**, hereinafter described as the Union.

ARTICLE 1 – RECOGNITION OF UNION

1.1 The Employer recognizes said Union as the sole representative of all its regularly scheduled Employees, excluding supervisory Employees as defined by law, administrators, registered nurses, licensed practical nurses, and human services, 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 the 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, upon the successful completion of the probationary period as defined in Article 6, become and remain members in good standing in the Union.

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

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

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

1.3.1 The Employer agrees to deduct Union dues and initiation fees from the wages of Employees in the bargaining unit who voluntarily provide the Employer with a written authorization which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from the wages of the Employees paychecks and will be transmitted to the Union. In the event that wages are insufficient to cover the required deduction, the deduction shall nevertheless be made from the first wages of adequate amount next due the Employee and will 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.

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

1.4 Representatives of the Union may visit the nursing home premises for the purpose of discussing grievances and other Union matters with the Employees. Care shall be taken so there will be no disturbance to patients of the home or interruption in providing care to said patients.

1.4.1 A Union Representative shall be permitted to visit the Care Center regarding the provisions of this Agreement, and confer with bargaining unit Employees under the following criteria:

1.4.2 The Union shall notify the Employer as to which Union Representative is assigned to the Care Center.

1.4.3 The Union Representative will sign in at the main desk upon arrival, receive a badge for identification purposes, and sign out upon departure.

1.4.4 Such visits will be limited to the break room or first floor unless different arrangements are made between the Employer and Union Representative. Union Representatives shall not go in resident care areas.

1.4.5 Employees meeting with Union Representatives will do so on non-work time. Other meetings requiring the presence of the Union Representatives, i.e., grievance meetings, labor/management, etc. will be arranged between the Employer and Union Representative.

1.5 The Employer agrees to provide monthly documentation of new hired or rehired Employees. This information shall include names, address, phone, date of hire, whether the Employee is full or part-time and the department they are working in.

1.5.1 A Union Representative will be allowed to have a fifteen (15) minute session with newly hired employees immediately following any company new hire orientation; when this is not possible, the Union Representative will be allowed to schedule a visit when the new hire (or re-hire) is on the schedule if they have not met with a Union Representative

ARTICLE 2 – DEFINITION OF EMPLOYEES

2.1 Full-time: A full-time Employee shall be defined as an Employee who is regularly scheduled to work sixty (60) or more hours per pay period.

2.2 Part-time: A part-time Employee shall be defined as an Employee who is regularly scheduled to work less than sixty (60) hours per pay period.

2.3 On-call: On-call Employees are those Employees who are not regularly scheduled, but are required to work a minimum of four (4) shifts per month, two (2) of which must be weekend shifts. On-call Employees are not eligible for benefits or incentives under this Agreement with the exception of double pay for holiday hours worked. If on-call policy is not met employee will

be removed from the on-call list and determined to have voluntarily resigned their position. Not applicable if shifts are not available.

ARTICLE 3 – PAY PERIODS

3.1 Employees shall be paid every two (2) weeks or more often.

3.2 In the event of an error in the pay period, which represents a shortage in pay, and hardship is thereby encountered by the Employee, the Employer agrees to rectify the error by issuance of a separate check or advancement of the amount in error, if it is so requested by the Employee and if such request is made by the Employee within twenty-four (24) hours of the receipt of pay. Otherwise, rectification may be made on the following pay period.

3.3 Pay statements will reflect total hours paid and EIB/PTO hours.

ARTICLE 4 – HOURS OF WORK

4.1.1 Current master schedule will be posted by **all time clocks** at all times. When changes in the work schedule are made affecting Employees who are scheduled on a day off at the time the changes are made, the Employee so affected shall be notified of such change at his place of residence. Schedules shall not be changed by the Employer in an arbitrary or capricious manner. Employee requests for changes in the work schedule shall be subject to adequate replacements being available.

4.1.2 Two (2) weeks prior to the start of each work period, a working schedule will be made available to Employees at all times. All awarded hours and requested schedule changes will be noted on this schedule.

4.2.1 Any open shift/hours known in advance are posted for seven (7) days. The available shift/ hours will be awarded to the qualified staff person with the most seniority responding to the posting within the seven (7) day time frame, providing the added shift/hours do not create overtime obligations. If no qualified staff is interested in picking up the shifts/hours without involving overtime, the shift/hours will be awarded to the qualified person with the most seniority, knowing that overtime will be paid. Regularly scheduled Employees will have first preference for available hours. On-call Employees will be offered hours only after regular full-time and part-time Employees have had an opportunity to pick-up available hours without overtime.

All available hours shall be granted by seniority using the following priorities:

- 1) Regular full and part-time Employees without overtime
- 2) On-call Employees without overtime
- 3) Regular full and part-time Employees with overtime
- 4) On-call Employees with overtime

4.2.2 All overtime hours are to be offered on a seniority basis with the most senior Employee to be offered the overtime first up to fifteen (15) hours each by seniority. If any additional overtime hours are available, each shift will be rotated equally, by seniority. Employees are expected to work their schedule in addition to picking up additional hours.

4.2.3 The Employer shall maintain a current list of Employees willing to work additional hours, and shall use said list to temporarily fill hours that unexpectedly become available. Such hours to be temporarily filled will be offered to those signing the above list, starting with the most senior Employee and progressing down to the least senior Employees wishing to be called will provide the Employer with current phone number and availability. Employees who do not wish to be called will indicate so on the same list.

4.2.4 In emergency situations or situations where the Employer has little or no advanced notice of the shift vacancy the Employer may first offer the hours to on premise Employees, by seniority.

4.3 The Employer shall post all bargaining unit job vacancies and available permanent hours for a period of four (4) week days during which, the Employees shall notify the Employer in writing of their desire for such position/hours. Employees within the classification shall have first opportunity to bid for the position/hours. The Employer shall award the position/hours by seniority and regularly scheduled Employees shall be awarded position/hours before on-call Employees, so long as the Employee has no final warning in his/her file and is not on a performance improvement plan in the last 12 months, and provided that the Employee is not regularly scheduled so as to create an overtime obligation. Employees selected for such position/hours will be granted a reasonable length of time to achieve proficiency in the position.

4.4 Employees shall normally be scheduled so that they shall not be required to work more than two (2) weekends out of four (4), except in cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving patients of needed care or by mutual agreement between the Employer and the Employee.

4.5 Schedules shall provide Employees with twelve (12) hours rest between shifts, except in cases of emergency, or where such break time cannot be given as a result of the use of rotating schedules.

4.6 The Employer shall not schedule an Employee to work more than six (6) consecutive days unless the Employees volunteer to do so.

4.7 Any reduction in hours necessary due to census changes shall be done in accordance with the seniority provisions contained in this Agreement, Article 7.1.1 and 7.1.2. Recall from lay off, hours reductions or shift changes shall be done by inverse order.

Scheduled and non-scheduled hours reduction necessary due to census changes will be accomplished in the following manner:

- A) Not replacing sick calls and no-shows
- B) Volunteers

- C) Employees who were called in to work, by inverse seniority as defined in Article 6, Section 6.1.2
- D) Least senior scheduled in the classification as defined in Article 6, Section 6.1.2
- E) Employees electing to take a reduction rather than another shift

4.8 Any permanent reductions for reasons other than census shall be made strictly by seniority as defined in Article 6, of this Agreement.

4.9 An Employee reporting for work at their 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 to contact the Employee prior to eight (8) hours before the start of the Employee's work shift shall be deemed to be sufficient notice under this provision.

4.10 Employees who are called in for work outside their scheduled shifts shall receive a minimum of four (4) hours pay or actual hours worked, whichever is greater, at the rate of their regular position or the rate of the position they are called in to fill, whichever is greater. This minimum hour's guarantee shall be null and void where an Employee agrees to go home or requests to go home on any day they are called in to work outside their scheduled shifts.

4.11 A work period shall consist of two (2) weeks, fourteen (14) days beginning with the start of the 6:00AM shift on a **Sunday** and ending with the close of the night shift at 6:00AM on the same night of the week two (2) weeks later.

4.12 Overtime pay shall be one and one-half (1½) times the regular rate of pay. All Employees shall be paid overtime pay for all hours over eight (8) consecutive hours, or eight (8) hours per day, or eighty (80) hours in a two (2) week pay period. Overtime payments shall not be pyramided.

ARTICLE 5 - WAGES

5.1 The starting rate provided for all positions, according to Appendix A of **this Collective Bargaining Agreement**, and length of service increments shall be computed from the first date of employment.

5.2 If applicable, an Employee who quits or who 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 signed.

5.3 Credit for Prior Experience

Nursing Assistants, Cooks and Maintenance, Dietary Aides, Activity Aides Employees shall receive credit for his/her prior relevant experience for the purpose of determining the appropriate wage scale he/she shall advance from. This shall include pool, hospital or other comparative work experience. It shall be considered notice if past experience is listed on the employee's application for employment and credit claimed shall then be granted unless the Employer requests in writing, verification of claim. Each 1040 hours of service will be equivalent to six (6) months of credit. Maximum experience credit shall be the top of the existing scales.

Employees will progress through the 15-year scale on the anniversary of their date of hire each year

5.4 All current employees will receive increases based on their years of experience or current rate.

ARTICLE 6 – HOLIDAYS

6.1 Definition:

Employees shall be paid at the premium rate for work performed on the following holidays: New Year's Day, Easter Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day. Christmas Day and New Year's holiday pay shall be figured as follows:

Holiday Premium Pay shall commence with the second/pm shift on December 24th/December 31st and end after the end of the first shift on December 25th/January 1st.

All other holidays shall commence with the third/night shift (NOC) and end at the end of the second/pm shift on the holiday.

Employees working a recognized holiday shall receive straight pay and/or overtime at the regular rate as appropriate. In addition, they shall receive Holiday Pay at straight rate for all hours worked on a recognized holiday.

6.2 Full-time Employees who do not work on a holiday shall receive eight (8) hours pay at their regular straight time rate of pay as holiday pay. Part-time Employees who do not work on a holiday shall receive four (4) hours pay at their regular straight time pay as holiday pay.

6.3 Martin Luther King's Birthday and the Employees Birthday will be recognized as a holiday, but will not be among the rotated holidays listed in 6.1. Employees whether scheduled to work on the holiday or not, can request up to eight (8) hours of P.T.O. for the holiday.

6.4 Employees must work their scheduled day before the holiday and their scheduled day after the holiday to receive Holiday Pay.

6.5 At the beginning of each calendar year, employees of religious backgrounds which differ from Christianity may designate an alternate, equivalent holiday as a substitution for Easter and Christmas holidays. Notice of substitution must be provided in writing by January 31st.

6.7 On-call Employees covered by this Agreement shall receive their regular rate of pay for hours worked on a holiday plus holiday pay at their regular straight time rate of pay for the number of hours actually worked on a holiday.

ARTICLE 7 – SENIORITY

7.1 The Employer agrees to hire all Employees and honor their existing years of service, and seniority for all purposes outlined in this agreement.

7.1.1 For the benefit accrual seniority shall be date of hire. Seniority shall be defined as the length of time an Employee has been continuously employed by the Employer. Time spent on a Leave of Absence, as defined in this Agreement shall be considered as time worked for the purpose of determining seniority.

7.1.2 There shall be four (4) seniority lists:

- 1) Nursing Service: (including Nurse's Aides, Certified Medication Aides, Therapy Aides, Activities Aides and Social Service Aides);
- 2) Cooks and Assistant Cooks;
- 3) Others: (including Maintenance Workers, and Dietary Aides);
- 4) On-call Employees: (Nursing Service)

7.1.3 There shall be no seniority rights within the on-call classification unless bidding on a permanent position as per Article 4.3.

7.1.4 For the purposes of lay-off and recall, scheduling of PTO and holidays and claiming of available hours, these separate lists shall be used.

7.2 PTO requests shall be approved on the basis of seniority. Employees who do not submit a timely request or fail to take an approved PTO shall forfeit any seniority claim regarding PTO scheduling. PTO scheduling shall be in accordance with Article 10, Section 10.2. of this Agreement.

7.3.1 The first ninety (90) days of employment of any new employee, shall be a probationary period. Seniority shall not accrue to employees during their probationary period. However, upon successful completion of the said probationary period, all employees shall be deemed to be regular employees covered by the terms of this Agreement and their seniority shall revert back to the date of hire. During the probationary period, an employee may be terminated with or without cause and such action shall not be subject to the grievance procedure. The probationary period may be extended for an additional thirty (30) calendar days at the Employer's discretion. The Employer shall notify the Union, within the ninety (90) days, in writing, of the name of the employee who will have his/her probationary period extended.

7.3.2 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.

7.4 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.

7.5 If any non-professional new classifications are instituted, the company shall recognize the bargaining unit status and negotiate rates of pay and seniority application.

ARTICLE 8 – DISCIPLINE AND TERMINATION

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 fifteen (15) days after the suspension, demotion or discharge in question. A written notice of discharge suspension or written disciplinary action shall be given to the Employee and a copy thereof sent to the Union. In the event of a claim of Employee impropriety, the Employer has the right to suspend an Employee pending an investigation of the charge, and if the Employee is returned with no disciplinary action necessary after the investigation, they shall be paid for all lost time and made whole as to seniority, hours of work, vacation accrual, holidays, Health and Welfare. Any hours paid shall be considered hours worked for the purposes of wage progressions.

8.2 The Employer shall implement a system of progressive discipline to correct discrepancies from expected behavior and job performance. Any written documentation of discrepancies shall be placed in the Employee's personnel file. If a violation has not been repeated and recorded for a period of one (1) year, the written documentation of that incident shall be placed in an inactive file. This file shall not be referred to in cases of discipline and discharge, except in situations involving Vulnerable Adults. Any notice of Employee behavior that is placed in the personal file of an Employee in the bargaining unit shall be copied to the Union or shall not be used in a disciplinary proceeding.

8.3.1 Employees covered by this Agreement electing to resign or quit their employment will give the Employer two (2) week's 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 provide required notice shall receive all earned and accrued PTO they may be entitled to.

8.3.2 Employees who terminate their employment without giving the Employer the required notice or leave their employment before the end of the two (2) week period shall forfeit all PTO pay or other benefits to which such Employee may be entitled, except wages earned through the date of his last employment. The Employer shall give Employees two (2) week's written notice of termination or two (2) week's pay in lieu thereof, except in the case of a discharge for just cause.

8.4 If the Employee fails to report for work as scheduled, or to furnish the Employer with a justifiable excuse within twenty-four (24) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from the service of the Employer and termination of such Employee's seniority and employment, provided, however, that if such Employee can within one (1) week furnish the Employer with reasonable proof that such Employee could not notify the Employer of his absence because of illness and unforeseen emergency or other

justifiable reason, then such Employee shall be reinstated without any break in the service record.

ARTICLE 9 – Grievance Process

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

Step 1: The aggrieved Employee and/or Union shall attempt to adjust the grievance with the Employer.

Step 2: If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the Agreement, and shall be received by the Employer no later than fifteen (15) calendar days following the date of occurrence. 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. This clause shall not be interpreted to limit the collection of wages where wages have been improperly calculated.

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 grievance is not resolved in Step 2, either the Union or the Employer on a case-by-case basis, may petition the Federal Mediation and Conciliation Service no later than ten (10) calendar days after the receipt of the answer in Step 2. Either party may within ten (10) calendar days, or receipt of a petition for mediation, on a case-by-case basis, elect to by-pass this mediation step.

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 receipt of the Step 3 answer. 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 Director of the Federal Mediation and Conciliation Service.

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

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

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

9.5 The award of the arbitrator shall be final and binding on the Employer, the Employee and the Union.

ARTICLE 10 – PAID TIME OFF (PTO)/EXTENDED ILLNESS BANK (EIB)

The Company agrees to guarantee that in the event of a future sale, all “earned” PTO benefits will be paid out or transferred to the new entity to ensure no loss of “earned” PTO benefits for the Employees.

10.1 The scheduling of PTO shall be handled as follows:

The Employer will determine and keep current an accounting of PTO slots available in each department.

A) During the period from January 1st through February 15th an Employee may request PTO time to be taken for any PTO period between the 1st of April and the 30th of September. PTO requests will be granted, by seniority, prior to March 1st.

B) During the period from July 1st through August 15th an Employee may request PTO time to be taken for any PTO period between the 1st of October and the 31st of March. PTO requests will be granted, by seniority, prior to September 1st.

An Employee who does not request PTO during the periods specified shall be able to request any vacation period, if available, in writing at any time during the year. Vacations shall be granted on a first requested first granted basis.

10.2 PTO requests must be made prior to the time the schedule for the work period desired is posted.

10.3 PTO provides full-time and part-time Employees who are regularly scheduled to work at least fifteen (15) hours per pay period with paid-time-off to use for personal reasons, the occasional sick day and vacation. It is also for use during the waiting period before **Extended Illness Bank (EIB)** benefits begin.

A) All full-time and part-time Employees who are regularly scheduled to work at least fifteen (15) hours during a bi-weekly pay cycle are eligible to earn PTO based directly on eligible "Hours Worked."

B) "Hours Worked" means hours for which you are paid for work, including hours paid for regular time worked, hours paid for PTO, hours paid for Jury Duty.

All PTO benefits are accrued in hours based on working a maximum of eighty (80) hours per pay period. No PTO credit is earned for hours worked in excess of eighty (80) or for hours that you are not at work. For those who work less than eighty (80) hours per pay period, the earned hours will be adjusted based on actual hours worked.

C) The accrual of PTO time will be as follows:

Years of Service (in hours)	PTO Earned per Hour	Maximum PTO Earned per Pay Period	Maximum PTO Earned per Year	Maximum PTO Balance Allowed
0 < 1 year	0.02884	2.307169231	60.0	300.0
1 < 5 years	0.05048	4.038369231	105.0	300.0
5 < 7 years	0.06129	4.903169231	127.5	300.0
7 < 10 years	0.06754	5.403169231	140.5	300.0
10 + years	0.07812	6.249569231	162.5	300.0

All employees' current balances will go forward from where they are at with PTO balances currently in addition to the new accrual above.

Employees may use unpaid time off if they have used all their PTO, as long as it does not affect their benefit eligibility, as scheduling allows.

10.4 PTO hours shall not be reduced in the case where an Employee is not able to maintain their normal average hours worked per week for the sum of any ten (10) weeks where the Employee has an excused unpaid leave of absence during those weeks.

10.5 Any Employee who takes vacation shall be entitled to be away from work for seven (7) consecutive days of PTO earned Employees may elect to take their PTO pay either at the end of their anniversary year or at the time they take their vacation.

10.6.1 The Employer will continue the vacation policy of allowing Employees to use one week of their vacation, one day at a time whenever possible.

10.6.2 PTO hours are not available to use or cash out before those PTO hours are earned. You will generally be paid your remaining PTO balance at your base rate of pay upon termination of employment as required in Section 7.3.1 of Article 7 of this Agreement (assuming proper notice is given); or A) When an Employee resigns, or is terminated by the Employer; or B) When you have an employment status change that makes you ineligible to participate in the Paid Time Off Programs. PTO is paid out the pay period after a termination or ineligible status occurs.

10.7 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 PTO allowances.

10.8 An Employee who has qualified for a L.O.A. under the guidelines of the FMLA and who has exhausted all of their current PTO will qualify for a voluntary transfer of PTO from other Employees. Any Employee who elects to transfer PTO must do it in increments of eight hours. Any and all PTO will be paid that the recipient's regular rate of pay at the time of transfer.

Any Employee qualifying for PTO transfer will be allowed to use any transferred PTO. If the Employee determines that they no longer need the PTO. The Employee will notify the business office and the unused transfer will go back to the Employee who donated it.

PTO transfers do not apply to non-benefit Employees.

10.9 Full time employees who do not meet their benefit eligibility hours (sixty (60) hours/two (2) week schedule) will be required to use their accrued PTO in order to meet benefit eligibility.

10.10 Emergency PTO Cash-Out: Employees may use emergency cash out once per year for a proven emergency. Employees must contact Union Representative who will then forward emergency request to VP/Regional Human Resources Director. The receipt of payout will take two (2) business days. All denials will be subject to the grievance process.

Extended Illness Bank (EIB):

10.11 (EIB) Plan Benefit eligible Employees, earn (EIB) hours at the rate of .01923 per hour worked to a maximum of forty (40) hours per year. The maximum accumulation shall be two hundred forty (240) hours. When the maximum is reached, no additional (EIB) hours will accumulate until the balance falls below two hundred forty (240) hours. There will be no payout of (EIB) hours for Employees terminating from **The Emeralds at St Paul**. (EIB) provides Full Time and Part Time employees who are regularly scheduled to work at least fifteen (15) hours per two week schedule, with short term disability to be used for extended time away from work due to illness or disability.

10.12 Any Employee with (EIB) hours may use such hours for extended and approved leaves of absence due to illness or disability:

- A) Beginning with the first day of hospitalization or;
- B) After **three (3)** or more consecutive days due to illness or disability
- C) After five (5) years of service Employees can access (EIB) after **two (2)** or more days due to illness or disability.

ARTICLE 11 – REST PERIODS AND MEAL PERIODS

11.1 All Employees will be entitled to a fifteen (15) minute paid rest period for each four (4) consecutive hours worked. However, two (2) paid rest periods will be provided whenever an Employee is required to work seven (7) or more hours in a day. Rest periods for the individual Employees shall be scheduled by the Employer so as not to interfere with the operation of the Nursing Home.

11.2 Each Employee required to work more than five (5) hours may be entitled to a one-half (½) hour unpaid meal break. Meal breaks of no less than one-half (½) hour duration shall be scheduled at appropriate times during the work shift and in consideration of the appropriate time of the day.

11.3 Employees may be required to remain on the premises during the meal break in order to meet unforeseen emergencies.

11.4 The Employer may allow a designated Employee or Employees to leave the premises during their meal break to procure food or refreshments for themselves or other facility Employees. Other Employees may leave the facility for meal breaks for valid reasons, if approved by their supervisor.

ARTICLE 12 – LEAVES OF ABSENCE

12.1 Jury Duty: After employee has completed ninety (90) days of employment an 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 jury duty pay, does not equal his regular weekly pay, the Employer will make up the difference for a maximum period of three (3) weeks provided the 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 will 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. Jury duty for part-time Employee will be pro-rated based on the previous year's hours.

12.2.1 Funeral Leave: After full and part-time employees completed ninety (90) days of employment a leave of absence of up to three (3) days (or 4 days in the event of death of a spouse) without loss of pay shall be granted in case of death in the immediate family (parents, spouses natural or adoptive parents, grandparents, spouse, children, grandchildren, brothers and sisters). **One (1) day shall be granted for the loss of a Brother In-Law and Sister In-Law.** An additional day without loss of pay shall be granted to an Employee who is required to make the arrangements for the deceased relative. Such leave shall be of consecutive days to be taken anytime from the date of death through the day after the funeral. The Employee must attend the funeral in order to receive funeral leave.

12.2.2 In the case of terminal illness, an Employee may request to utilize any of the available funeral leave days to visit the relative prior to the relative's death.

12.3.1 Medical Leave: After ninety (90) days of employment, an employee may be eligible for medical leave of absence up to one-hundred and eighty (180) consecutive days if medical documentation is provided. Employees who extend their personal leaves beyond the original thirty (30) days will return to the original pay, position, and hours if available or to the first available position and hours if the original position is not available.

12.3.2 It is the intent of both the Employer and the Union to abide by all Federal and State Family Leave laws.

12.4 Personal Leave of Absence: After twelve months of employment an employee may be eligible for a personal leave of absence up to thirty (30) consecutive days upon written permission from the employer. Personal leave of absence is only available one time per rolling twelve (12) months. Employees who extend their personal leaves beyond the original thirty (30) days will return to their original pay, position, and hours if available or to the first available position and hours if the original position is not available.

12.5 No Employee shall have an anniversary date or date of hire changed because of a leave of absence.

ARTICLE 13 - SUCCESSORSHIP

In the event of any sale, purchase, merger or other transaction affecting ownership of Employer's business or ownership of the assets of Employer's 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 Collective Bargaining Agreement. The new Employer shall recognize the Union and the Agreement with all its provisions, and grant to all Employees all rights and benefits provided. The new Employer shall have the contractual probationary period applied to all Employees including the extension if the Employer has reasonable doubt of an Employee's performance.

ARTICLE 14 – MINIMUM STANDARDS

14.1 No Employee shall, as a result of this Agreement, suffer any reduction in wages nor lose any working conditions previously granted by the Employer.

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.

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 agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid.

ARTICLE 16 – MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the management of the Nursing Home, including but not limited to, the right to hire, promote, demote, direct the working forces, schedule Employees, discharge for cause, maintain discipline, require observances of Nursing Home rules and regulations, maintain efficiency of Employees, and to determine the equipment utilized and the methods and type of service provided, shall be deemed the sole and exclusive functions of management subject to review as to whether the action is contrary to past practice or is done in an arbitrary and capricious manner.

ARTICLE 17 – NO STRIKE OR LOCKOUT

The parties recognize it is essential to provide for continuity of care of residents of Bethel Care Center during the term of the Agreement. In consideration of the Union's and Employer's commitment as set for above, the Union and the employees it represents agree that there shall be no strike, sympathy strike, picketing, slowdown, or other interference with work of any kind during the term of this Agreement; and Bethel Care Center agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE 18 – NON-DISCRIMINATION

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 his/her acting as an officer or in any other capacity on behalf of the Union. The Employer agrees not to discriminate against any applicant or employee with respect to his/her 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, 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.

ARTICLE 19 – BENEFITS PLAN – PENSION PLAN/RETIREMENT SAVINGS

19.1 The Employer shall make available to non-probationary Employees, single Employee group hospitalization and medical insurance coverage on a contributory basis. The specifics of the program shall be determined at the discretion of Employer but shall provide for group hospitalization and a surgical schedule.

19.2.1 The Employer will pay eighty percent (80%) of premium for single coverage per month.

19.2.2 The Employer will make a Section 125 pretax program available for Health Insurance premiums.

19.3 Employer will also provide a minimum Ten Thousand and no/100 (\$10,000.00) dollars life insurance policy for all non-probationary full-time Employees.

19.4 The Employer shall provide for an open enrollment policy for all insurance plans.

19.5 Eligible Employees may participate in the group dental insurance plan available for Employees of **The Emeralds at St Paul LLC**. If any Employee chooses not to enroll in such a plan when coverage is first available, the Employee may elect to enroll during the open enrollment period according to the eligibility requirements of the plan.

19.6 The Employee shall pay the full costs of the premiums of the dental plan. The premiums may be paid on a pre-tax basis.

19.7 PENSION PLAN – RETIREMENT SAVINGS:

The Employer will offer a 401k Plan funded by the employees for 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 20 – UNIFORMS

20.1 The Employer will provide two uniforms upon hire.

ARTICLE 21 - MISCELLANEOUS

21.1 Labor-Management meetings shall be set at the discretion of the Union and the Employer. The services of the Federal Mediation and Conciliation Services shall be used to initially train participants and provide guideline for such Labor Management Committees.

21.2 Time off for Union Business: The Employer agrees to grant the necessary time without pay and without discrimination to any Employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business so long as it does not interfere with the Employer's business. Hours reimbursed to Employees by the Union, who missed hours on the work schedule for Union business, will be considered hours worked by the Employer for purposes of computing all benefits under this Agreement.

21.3 Cost of any off the job training which may be required by the Employer shall be paid for by the Employer.

21.4 An Employee may request a meal, when asked by the Employer to work a double shift on their scheduled day.

21.5 Tardy/Attendance issues will not be combined/cumulative with work performance issues.

21.6 Earned Safe and Sick Time: The Employer agrees to abide by the City of St Paul, MN Earned Safe and Sick Time Regulations.

ARTICLE 22 – TERMINATION AND AGREEMENT

22.1 The parties agree that 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.

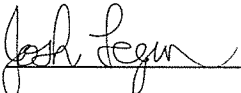
22.2 Termination: This Agreement shall be effective from the date hereof, except as otherwise specifically provided and shall continue in full force and effect through the **31st** day of **January 2022**, and shall continue from year to year thereafter unless either party serves notice in writing upon the other party ninety (90) days prior to the expiration date of its desire to terminate, modify or amend the provisions of this Agreement.

22.3 The parties have agreed, however, that this Agreement may be re-opened for "wage " negotiations on **February 1, 2020 and 2021**, the Agreement, as per Section 23.2 outlined above. During such negotiations, the provisions of Article 18 (No Strike or Lockout) shall be deemed waived in the event of an impasse between the parties.

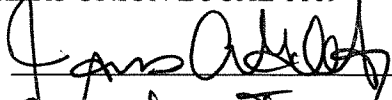
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first below written.

Signed this 3rd day of December 2019.

THE EMERALDS AT ST PAUL, LLC

By: 
Title: CEO

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

By: 
Title: Secretary Treasurer

Appendix “A” – Wages and Differentials

Article 1

Section 1.4.1 Moved to Article1, Section 1.5.1

Wage increases apply to all Employees including those over scale or above scale.

Wage increases are retroactive to February 1, 2019, to be paid the first full pay period after ratification.

Employees will progress through the 15-year scale on the anniversary of their date of hire each year.

NURSING ASSISTANT

1% wage increase effective February 1, 2019

Start	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years
\$14.13	\$14.66	\$15.08	\$15.51	\$15.94	\$16.36	\$16.69	\$17.01	\$17.32	\$17.64

10 years	11 years	12 years	13 years	14 years	15 years
\$17.97	\$18.17	\$18.39	\$18.59	\$18.82	\$19.03

COOKS & MAINTENANCE

1% wage increase effective February 1, 2019

Start	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years
\$12.88	\$13.40	\$13.83	\$14.25	\$14.68	\$15.10	\$15.41	\$15.74	\$16.05	\$16.36

10 years	11 years	12 years	13 years	14 years	15 years
\$16.68	\$16.89	\$17.11	\$17.31	\$17.52	\$17.73

DIETARY AIDE

1% wage increase effective February 1, 2019

Start	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years
\$11.93	\$12.45	\$12.88	\$13.30	\$13.73	\$14.14	\$14.46	\$14.78	\$15.10	\$15.41

	11 years	12 years	13 years	14 years	15 years
\$15.74	\$15.94	\$16.15	\$16.36	\$16.57	\$16.79

ACTIVITY AIDE

1% wage increase effective February 1, 2019

Start	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years
\$12.51	\$13.04	\$13.45	\$13.88	\$14.30	\$14.73	\$15.05	\$15.36	\$15.68	\$15.99

10 years	11 years	12 years	13 years	14 years	15 years
\$16.30	\$16.52	\$16.74	\$16.94	\$17.16	\$17.36

New hired Employee with like experience will not be hired at a rate above existing Employees.

New Shift and additional TMA premiums become effective the first full pay period after Ratification.

Preceptor Pay: Preceptor Pay of one dollar (\$1.00) per hour in addition to the Employee's normal rate of pay. The preceptor designation shall be marked on the Employee's time card and approved by the department head.

PM Shift Premium: \$.50/hr

NOC Shift Premium: \$1.00/hr

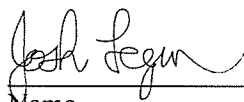
TMA's Premium: \$1.00/hour premium above NAR Wage Scale

Current TMA Employees are Grandfathered with the former \$.50 TMA Premium as a part of their regular wage. When they work as a TMA, they will receive an additional \$.50 per hour. They are Leeann Moore, Sabrina Sadinde, Ottello Debar, Tynika Smith, Antaeus Berryhill, and Kathy Thompson.

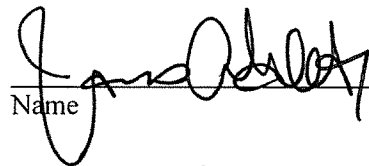
SIGNED AND DATED THIS 3rd DAY OF December

FOR THE EMPLOYER
THE EMERALDS AT ST PAUL, LLC

FOR THE UNION
UNITED FOOD & COMMERCIAL
WORKERS LOCAL 1189


Name

9/27/19
Date


Name
3 Dec 19
Date

gf/opeiu #12