

HEALTH CARE SERVICES GROUP
at
AT MONARCH HEALTHCARE MANAGEMENT – LINDEN

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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
HEALTH CARE SERVICES GROUP
AT MONARCH HEALTHCARE MANAGEMENT - LINDEN
AND
UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189

THIS AGREEMENT, made this 1st day of April, **2021** by and between Health Care Services Group, Inc. at Monarch Healthcare Management - Linden, 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 Sole Representative

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

1.2 Good Standing

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 sixtieth (60th) day following the beginning of such employment become and remain members in good standing in the Union. Good standing shall be defined as the payment of standard initiation fees and dues required of all members.

1.2.2 In "Good Standing", for the purposes of the 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 except for those bargaining unit employees who are not required to pay a standard initiation fee and standard monthly dues pursuant to Article 1, Recognition of Union.

1.2.3 For the purpose of this Article 1, Section 1.2, 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 Union Dues

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 for such deductions. In no event shall such written authorization extend beyond the termination date of this Agreement. The Employer assumes no obligation, financial or otherwise, arising out of any provisions of this Article 1, Section 1.3, and the Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from initiation fees and Union dues deductions that are requested by the Union and are properly deducted from the employee's paycheck.

1.3.2 The Employer shall make the requested deductions on a bi-weekly basis and transmitted to the Union no later than the seventh (7th) day following the date the deductions were made.

1.3.3 Each month the Employer will send a list of newly hired employees, terminations, leaves of absence, returns from leaves of absences and status changes. The Union will provide a form for this information.

Section 1.3.4: ABC Contributions

The Employer will deduct contributions to the UFCW Active Ballot Club from the wages of an employee who voluntarily provides the Employer with a written authorization. Deductions will be taken on a bi-weekly basis and all such deductions will be sent to the Union. The Employer is not responsible for the management or administration of the Club or decision on Club expenditures. The Employer assumes no obligation, financial or otherwise, arising out of any provisions of this Article 1 Section 1.3.4 and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from UFCW Active Ballot Club (ABC) deductions that are requested by the Union and are properly deducted from the employee's paycheck.

1.4 Disbursement

The Employer further agrees that the disbursement of any initiation fees and dues requested and received by the Union shall be the sole and exclusive obligation and responsibility of the Union. Together with the timely transmittal of the total deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.

1.5 Refunds

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.

1.6 Union Visits

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 Union Orientation

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 rehire) is on the schedule if they have not met with a Union Representative.

ARTICLE 2 CLASSIFICATION OF EMPLOYEES

Employees shall be classified as follows: Full-time employees are those employees regularly scheduled to work sixty (60) or more hours in a two (2) week pay period. Regular part-time employees are those employees regularly scheduled to work less than sixty (60) hours in a two (2) week pay period. Casual employees are those employees who are not regularly scheduled, however, if a casual employee works more than two (2) days in a pay period, the Employer shall deduct Union dues for that pay period and remit to the Union. Temporary employees are scheduled only for a limited period of time. Such employees may not be utilized until the provisions of Article 6, Section 6.3, have been complied with. For purposes of this Article 2, no employee shall be reclassified to defeat the purpose of this Agreement. An employee whose hours are involuntarily reduced by an action of the Employer will not be reclassified from full-time to part-time, if applicable, for purposes of holiday or insurance eligibility for twelve (12) months, provided the employee continues to work at least sixty (60) hours per pay period.

ARTICLE 3 PAY PERIODS

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

3.2 In the event of a shortage in pay, due to the Employer's error, a check for the shorted amount will be issued within five (5) business days, at the request of the employee, unless the shorted amount represents 8 hours or less of pay at the employee's regular rate, in which case the shorted amount will be added to the employee's next regular pay check.

ARTICLE 4 HOURS OF WORK

4.1 Work Schedules

Work schedules shall be posted two (2) weeks prior to the start of a work period. Schedules shall generally remain unchanged once posted, except for conditions arising outside the Employer's control. The Employer shall endeavor to keep days off consistent from pay period to pay period. When changes in the work schedule are necessary, they will be made only after the provisions of Article 6 are applied and those affected employees shall be notified of such change at their place of residence or by written notice if the employee is working at the time of the change. The Employer shall not change the shift or schedule of any employee in an arbitrary and capricious manner without the consent of any such employee.

4.2 Weekends

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

4.3 Twelve Hours Between Shifts

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. Unless mutually agreed upon between the employees and the employer.

4.4 Consecutive Days

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. Employees on a voluntary basis may work in excess of seven (7) consecutive days without the Employer being obligated to pay overtime. For those who volunteer, they shall put their request in writing to the Employer. They will be allowed to revoke their written agreement by notifying in writing of their decision to do so. The revocation shall be affective with the posting of the next schedule.

4.5 Four Hour Minimum

An employee reporting for work at his regular scheduled starting time who has not been previously notified not to report for work shall receive a minimum of four (4) hours work that day or four (4) hours straight time in lieu thereof. A bona fide attempt by the Employer to contact the employee shall be taken as notice under this provision.

4.6 Call-In Hours

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.

4.7 Overtime Pay

Overtime pay shall be one and one-half (1-½) times the regular rate of pay. All employees shall be paid overtime for all hours worked over eight (8) hours per day, or forty-eight (48) hours in a work week, or eighty (80) hours in a two (2) week work period. Overtime payments shall not be pyramided. 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 Mandatory In-Service

Time paid for attending mandatory in-services outside the regular work schedule will be considered time worked for purposes of overtime. If said in-service requires reporting to work on the employees day off a minimum of two hours will be paid.

4.9 Two Hour Notice

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

	Current	4/1/2021	4/1/2022
Start	\$11.63	\$12.15	\$12.43
After Probation	\$12.11	\$12.47	\$12.75
1 Year	\$12.75	\$13.13	\$13.43
2 Years	\$13.15	\$13.54	\$13.85
3 Years	\$13.96	\$14.38	\$14.70
4 Years	\$14.80	\$15.24	\$15.59
5 Years	\$15.07	\$15.52	\$15.87
6 Years	\$15.39	\$15.85	\$16.21
7 Years	\$15.69	\$16.16	\$16.52
8 Years	\$16.25	\$16.74	\$17.11

Those on the scale will move to the new rate on **4/1/21** as well as advance in the progression on their anniversary date.

Those who are over-scale (above the 8 year rate) will receive **3%** on **4/1/21** and **2.25%** on **4/1/2022**.

Retro pay back to **04/01/2021**.

Wage increases will become effective on the first day of the first full pay period following the employee's anniversary date that occurs during the term of this agreement.

Employees over-scale will receive a 2% wage increase on the employee's annual anniversary date that occurs during the term of this agreement.

Employees will be placed on the scale rate based on their years of service and progress from there (based on anniversary date).

5.1 Preceptor pay will be **\$1.00** per hour and paid to an employee when the work is assigned by the department supervisor. (The Union may grieve disagreements.)

5.2 Credit for Prior Experience

Employees shall receive credit for their prior relevant experience for the purpose of determining the appropriate wage scale they shall advance from. Prior relevant experience shall be defined as housekeeping or laundry work in a nursing home, long term care, or hospital facility. It shall be considered notice if past experience is listed on the employee's application for employment and credit claimed shall they be granted unless the Employer requests, in writing, verification of claim. Each one thousand forty (1040) hours of service will be equivalent to six (6) months of credit.

Max credit for experience in 2007 = 3.5 years

Max credit for experience in 2008 = 4 years

Max credit for experience in 2009 = 5 years

Max credit for experience in 2010 = 6 years

ARTICLE 6
SENIORITY

6.1 Definition

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 and hour 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, PTO, etc.), and other purposes as may be defined elsewhere in this Agreement.

6.2 List Of Employees Desiring Available Hours

The Employer shall maintain a list of employees willing to work additional hours, and shall use said list to temporarily fill hours that unexpectedly become available (i.e., hours available due to sick calls, no shows, emergency leaves, unforeseen census fluctuation and other instances where prior knowledge of this need was absent). Such hours to be temporarily filled will be offered to those signing the above list, starting with the most senior employee in the category that can be reached at the time, and progressing down to the least senior. Should no one on the list agree to accept such hours, the Employer will attempt to solicit volunteers from among the other employees. Should none of the above result in filling such hours as are necessary to the efficient operation of the facility, the Employer reserves its Management Rights to re-schedule or transfer employees as needed, utilizing reverse category seniority, or to turn to employees outside of the

bargaining unit. The Employer shall not be obligated to offer hours that will put an employee in an overtime position as defined in this Agreement. The Employer will, however, agree to offer overtime before utilizing the services of an outside nursing pool.

6.3 Posting Job Vacancies

The Employer shall post all regularly scheduled hours/job vacancies that become available at the facility, for a minimum of five (5) days, except as provided for in cases of hours reinstatement, below. The posting will include the days, hours, and shift to be filled in the job category and specific classification. Job Category Seniority, as provided for in Article 6, Section 6.2, shall prevail. Should the position or hours still remain unfilled, the Employer may then turn to employees outside of the bargaining unit.

Bids shall be submitted in writing to the Employer before the expiration of the five (5) day posting period. Employees may take on additional hours provided that:

- 1) Such employees are not regularly scheduled so as to create overtime payment obligations for the Employer; and
- 2) Such employees must take all available hours or arrangements must be made so that said hours are filled without violating Article 4, Section 4.2.

During the posting period, the Employer shall fill available positions of hours in accordance with Section 6.3 above.

6.4 Hours Reduction

If hours reduction becomes necessary after allowing for sick calls, the Employer agrees to first ask for volunteers. If reductions are still necessary after this, they will be based upon reverse Job Category Seniority (within the affected shift). As additional hours become available in the shift that was reduced, they shall first be offered to such affected employees in the reverse order by which they are taken, until all such hours are reinstated, before such hours are subject to the posting and bidding requirement above.

6.5 Probation

Full-time employees shall be probationary employees for the first sixty (60) calendar days of employment. Part-time employees shall be probationary employees for the first ninety (90) calendar days of employment. During such probationary period employees may be discharged by the Employer with or without cause without the same causing a breach of this Agreement or constituting a grievance hereunder. Probationary employees accrue no seniority until successful completion of probation, at which time their seniority is retroactive to date of hire. The Employer hereby agrees it will indemnify and hold the Union harmless from any claims, actions or proceedings by any employee arising from termination under Article 6, Section 6.5. If a request for an extension is received from the Employer by the Union prior to the fifty-fifth (55th) day of the probationary period, accompanied by a written explanation of the reason for the extension, an

extension of up to thirty (30) days additional probation shall not be unreasonably denied. The affected employee's signature on this request for extension acknowledges the fact that the Employer has reviewed said reasons with the employee prior to making such request. 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 1st through September 30th, and such employees may be terminated at any time during said period as provided above.

6.6 New Classifications

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

ARTICLE 7
TERMINATION OF EMPLOYMENT

7.1 Suspension, Demotion Or Discharge

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) 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.

7.2 Written Notice

Employees are required to give appropriate written notice as outlined in 9.5.3. Employees must work all scheduled days during the notice period. Employees who terminate their employment without giving the Employer proper notice and working all their scheduled shifts during the notice period shall forfeit all benefits to which such employees may be entitled, except wages earned through the date of their last employment. The Employer shall give regular full-time 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.

7.3 Failure To Return To Work

If the employee fails to report to work as scheduled, or to furnish the Employer with a justifiable excuse within forty-eight (48) 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 forty-eight (48) hours furnish the Employer with reasonable proof that such employee could not notify the Employer of his absence because of illness or unforeseen emergency, then such employee shall be reinstated without any break in the service record.

ARTICLE 8
GRIEVANCE AND ARBITRATION

8.1 Grievances

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. For purposes of Article 8, the term "administrative days" shall exclude weekends and national holidays observed in this Agreement. For purposes of time limits imposed in Article 8, correspondence will be deemed to be timely, if sent by registered mail with the U.S. Postal Service within the time limit provided for such response.

Step 1) The aggrieved employee and/or Union shall attempt to adjust the grievance with the Employer by first notifying the on-site supervisor. The on-site supervisor shall be given 72 hours to resolve the grievance before the aggrieved employee and/or Union will proceed to Step 2.

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 remedy sought, shall be dated and signed and shall be received by the Administrator or designee no later than ten (10) administrative days following the event prompting the grievance, except that grievances relating to failure of the Employer to properly pay vacation, sick leave, holiday, funeral leave, jury duty and other non-working time the employee may be entitled to, shall be timely if received no later than the sixtieth (60th) day following receipt of the check by the employee. Failure of the Employer to recognize past experience or pay for progression increases due the employee shall be limited to one (1) year for retroactive payment purposes.

The Employer is required to respond to the Step 2 grievance within ten (10) administrative days.

Step 3) If the grievance is not resolved in Step 2, the Union may, within ten (10) administrative days of receipt of a written answer in Step 2; refer the grievance to the Employer's Regional Director of Human Resources, or designee, who shall attempt to resolve the grievance. The Regional Director of Human Resources, or designee, shall give a written response within ten (10) administrative days of receipt of the grievance.

Step 4) If the grievance is not resolved in Step 3, then either the Union or the Employer, on a case-by-case basis, may petition the State of Minnesota Bureau of Mediation Services no later than ten (10) administrative days after the receipt of the answer in Step 3. Either party may within ten (10) administrative days or receipt of a petition for mediation, on a case-by-case basis, agree to bypass this mediation step in the event of a suspension or dismissal. If the grievance is not resolved in Step 3, or by the use of the Minnesota Bureau of Mediation Services, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party and the Federal Mediation and Conciliation Service within ten (10) administrative days following 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.

8.2 Selecting an Arbitrator

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.

8.3 Arbitrator Limitation

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.

8.4 Thirty-Day Award

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.

8.5 Time Limitations

The time limitations set forth herein for initially filing a grievance shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred. Failure to respond to an initial grievance, in writing in a timely manner as set forth in Article 8, Section 8.1, Steps 1 - 3, will be grounds for the grieving party to go to the Step 4 arbitration section of the grievance procedure. This action will be available thirty (30) days after receipt of the grievance. The time limitations set forth herein may be extended by mutual agreement of the parties.

ARTICLE 9 PAID TIME OFF

9.1 This outline of Paid Time Off benefits applies to all bargaining unit employees currently eligible for vacation, holiday, and sick pay. The facility will implement a Paid Time Off (PTO) Policy, which will combine and replace vacation, sick leave, and holiday pay. The intent of this Policy is to provide increased flexibility to employees in the use and accrual of compensated days away from work.

9.2 Implementation

Accrual: PTO is accrued and available to regularly scheduled employees after successful completion of the probationary period. PTO will accrue on all hours paid, up to eighty (80) hours per pay period. PTO will not accrue during unpaid leaves of absence or on any payouts. There shall be no accrual above the maximum allowable PTO balance. PTO accrues based on

Section 9.8 Paid Time Off Benefit Schedule.

Once allocated to the PTO, hours are immediately available for use.

9.3 New Employees

All regularly scheduled full-time and part-time employees who have successfully completed their probationary period will be eligible to use PTO hours based on date of employment and hours worked since they started employment.

9.3.1 An employee who terminates employment for any reason and is not rehired within thirty (30) days must observe a new probationary period.

9.3.2 Temporary employees are not eligible for any Paid Time Off Benefits. However, temporary employees will be paid double time up to eight (8) hours for the following holidays worked: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

9.4 Holiday Pay

Each facility recognizes the following holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and each employee's birthday. Eligible employees may request to receive PTO on designated holidays whether scheduled to work or not. Request for PTO on a designated holiday must be made in accordance with the Section entitled "Administrative Guidelines".

9.4.1 Use of unscheduled PTO hours shall not be approved for absences from work on the day immediately preceding or following a holiday or on any day that an employee has previously requested personal time off and was subsequently denied without supplying satisfactory evidence of illness or injury to the Employer. The Employer may require evidence of illness or injury from a physician as a condition for use of unscheduled PTO hours payment when an employee's absentee record indicates a pattern of absences or excessive absenteeism.

9.5 Arrangements for PTO Use

The anticipated time that each department will have available for employees to take PTO during the coming year shall be made known by January 15th, and future PTO may thereafter be requested on the basis of seniority prior to March 15th of each year. Approved future PTO shall then be made known by April 1st of each year.

Those employees who request PTO time to be taken prior to April 1st, or those employees who fail to request PTO prior to March 15th, will be granted PTO on a first request basis. The Employer may only withdraw approval for granted PTO times in cases of bona fide emergencies.

Arrangements for PTO must be made fourteen (14) days in advance and with the approval of the Employer. Every effort will be made to grant PTO at the time requested provided, however, it does not affect the operations of the facility in a detrimental manner. In the event that a request for PTO is made simultaneously by more than one person under such circumstances so as to hinder the operations of the department, the person with the most seniority shall be given preference as to PTO choice. Employees may exchange scheduled PTO time with other employees with the approval of the supervisor. The Employer shall respond to all requests for PTO within seven (7) days.

9.5.1 Employees may be paid their PTO pay before starting their PTO, provided this request is made three (3) weeks prior to the start of the PTO.

9.5.2 An emergency (unplanned event) limitation of two (2) hours before the start of shift notice is a minimum. The emergency limitation is designed for such instances as illness, unplanned event or visit, other absences which clearly could not have been planned for two (2) weeks in advance.

9.5.3 Termination - with the appropriate advance, written notice of termination, all awarded PTO benefits that were awarded will be paid in the employee's final paycheck as follows:

a) Employees with less than fifteen years of service will have the option of giving a fourteen (14) calendar days' notice with a 50% payout or a thirty (30) calendar days' notice with a 100% payout. The employee must specify in writing which option at the time notice of termination is given to Employer.

b) Employees with fifteen (15) or more years of service upon termination shall be paid 100% with the appropriate advance written notice of fourteen (14) days.

(c) To receive PTO payout upon termination, in (a) & (b) proper notification must be given and all scheduled shifts following the termination notice must be fulfilled, except in the case of a verifiable illness or approved leave of absence. Without proper notice of termination or failure to work all scheduled shifts following notice of termination, all PTO benefits will be forfeited. PTO benefits will not be paid in the event of involuntary termination.

9.6 Accumulation of PTO/PTO Carry Over

PTO is limited to PTO hours available. Accumulations are based on all hours paid times each employee's accumulation factor. PTO time cannot be used if the employee has not been awarded any PTO time, or has used all awarded PTO. PTO is not awarded while on an unpaid absence or while off work due to a work-related illness or injury. PTO is awarded while the employee is using PTO.

Up to forty (40) hours may be carried over to the next year.

9.7 PTO Cash-Out

9.7.1 Employees may cash-out any accumulated and unused PTO time at a rate of 50% at the end of each year. The other 50% which is not paid to the employee will be placed in a EIB for that employee. Employees who have two hundred and forty (240) hours in the EIB as of November 15th of each year shall be paid 100% of unused PTO if requested.

9.7.2 PTO benefit cash-out must be requested by November 15th annually and will be based on accumulated and unused PTO as of November 15th of each calendar year. Payment will be received in the first pay period of December at the employee's rate of pay on December 1st.

9.7.3 Employees may use emergency cash out once per year for a proven emergency. Employee must contact Union Representative who will then forward emergency request to Healthcare Services District Manager. The receipt of payout will take two (2) business days. All denials will be subject to the grievance process.

9.8 Paid Time Off Benefit Schedule

Full-Time Employee

<u>Years of Service</u> (Based on 2080 Hrs)	<u>% PTO Per Hours Paid</u>	<u>Would Earn For Year</u>
0 - 1 year	.1015 hours	26 days
2 years	.1093 hours	28 days
3 years	.1093 hours	28 days
4 years	.1208 hours	31 days
5 years	.1285 hours	33 days
6 years	.1285 hours	33 days
7 years	.1285 hours	33 days
8 years	.1285hours	33 days
9 years	.1400 hours	36 days
10 years	.1477 hours	38 days
11 years	.1477 hours	38 days
12 years	.1477 hours	38 days
13 years	.1477 hours	38 days
14 years	.1477 hours	38 days
15 years	.1554 hours	40 days
20 years	.1631 hours	42 days

9.9 PTO Use While Out On Leaves

Any employee who is out on a leave under Article 11, Sections 11.3, 11.4, or 11.5 shall use their EIB and then PTO if available. An employee who has used their PTO in a year where they have scheduled vacation shall still be allowed the time off without pay.

9.10 Extended Illness Bank (EIB)

Employees will also accrue hours in an Extended Illness Bank (EIB) to compensate for absences over three (3) consecutive days resulting from illness or injury. EIB hours will be used until exhausted. EIB shall be available immediately for in-patient hospitalization. For work related illness/injury, EIB may be used for in-patient hospitalization absence on waiting period days not subsequently covered by workers' compensation. EIB hours will accrue .019 hours per hour worked, up to a maximum of two hundred and forty (240) hours. Unused EIB hours will not be paid upon termination, all other EIB pay out will be bargained.

9.11 The company agrees that in the event of a future sale or transfer of operations to another operator, all "earned" PTO benefits will be paid out to the employees or transferred to the new entity to ensure no loss of earned PTO benefits for the employees.

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
LEAVES OF ABSENCE

11.1 Jury Duty

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 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.

11.2 Funeral Leave

A leave of absence of consecutive days without loss of pay shall be granted as needed from the day of death through the day after the funeral in the event of a death in the immediate family (parents, grandparents, current spouse, children, grandchildren, brothers, sisters and current mother-in-law and father-in-law) and immediate step-family. The maximum payable for time loss shall be three (3) days. The Employer may request verification of relationship of the deceased.

11.3 Medical 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 may require ongoing verification from a physician of inability to work.

11.4 Family Leave

Employees shall be entitled to up to twelve (12) weeks of unpaid leave during any twelve (12) month period for the following reasons:

- 1) The birth of a child, and in order to care for that child;
- 2) The placement of a child with the employee for adoption or foster care;
- 3) The care of a spouse, child or parent who has a "serious health condition;"
- 4) The employee's own "serious health condition" which makes him or her unable to perform the functions of the job.

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

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

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

11.5 Personal Leave of Absence

An employee may be granted a leave of absence not to exceed ninety (90) days upon written permission from the Employer.

11.6 No Change In Anniversary Date

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

11.7 Time Limits

Employees returning from a Leave of Absence within the time limits set forth in Article 11, Sections 11.3 and 11.4 above, shall be returned to the shift and job classification held prior to the leave. Unless the Employer and the employee mutually agree otherwise. Employees will be returned to work on the next work schedule to be posted subsequent to the employees request to return.

ARTICLE 12
MINIMUM STANDARDS

No employee shall suffer, as a result of the execution of this Agreement, any reduction in wages or lose any benefits, not part of this Agreement, which were previously enjoyed by Employer outside of the provisions of the previous Collective Bargaining Agreement entered into by the parties hereto covering any such employee.

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 in violation of this Agreement or state or federal laws.

ARTICLE 13
SEVERABILITY CLAUSE

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.

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 14
MANAGEMENT RIGHTS

14.1 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.

Management's Rights may not be exercised in an arbitrary or capricious fashion.

14.2 The Employer agrees to utilize no more than one working non-Union supervisor per facility.

ARTICLE 15 NO STRIKE OR LOCKOUT

There will be no strike, work stoppage, picketing, or lockout during the term of this Agreement.

ARTICLE 16
NON-DISCRIMINATION

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

ARTICLE 17
BENEFIT PLANS

17.1 Health Care Services Group, Inc. Health and Dental Plans

For 2017 the Employer will offer health insurance coverage through Blue Cross Blue Shield and/or the Employer's MEC, MEC Heavy, MEC Heavy Plus and MVP plans to all members who are regularly scheduled to work Sixty (60) hours or more per pay period and who have completed their probationary period.

Eligible employees may participate in the Health Care Services Group, Inc. Health and Welfare and Dental Plans on a corporate-wide basis. The specific benefits of the plans, as well as the plans themselves, are subject to change or improvement at the Employer's sole discretion, including the amount paid for coverage of such plans by the Employer and employees who elect coverage. In the event such changes or improvements occur during the life of this Agreement, the Employer need not seek the Union's prior agreement, but the Employer will promptly notify the Union in advance of the changes or improvement and the effective date thereof. The current level of Employer contribution to the Health Plan is 75% of single employee coverage. The employee shall pay the full costs of the premiums of the Dental Plan.

17.2 Pre-Taxation Plan for Child Care, Medical, Dental and Vision

The Employer will make any Company Pre-Taxation Plan for Child Care, Medical, Dental and Vision available to eligible employees under this Agreement.

17.3 Retirement/Stock/Scholarship Loan/Tuition Reimbursement

The Employer will make any Company Retirement Plan, Stock Purchase Plan, Scholarship Loan and/or Tuition Reimbursement Programs available to eligible employees under this Agreement, on the same basis that such plans are routinely available for the other Health Care Services, Inc. facilities in Minnesota, subject to change at the Employer's sole discretion.

Eligible Employees may participate in the Healthcare Services Group Stock Purchase Plan Subject to the eligibility requirements and contribution provision of the plan. Employees are eligible to enroll in this benefit before January 1st after two (2) full years of service.

ARTICLE 18

UNIFORMS

The Employer will provide each employee with four (4) uniforms, tops for the employee's use only at the facility. Such uniforms will remain the property of the Employer and must be returned when the employee leaves active service with the Employer, or the cost of replacement will be due the Employer and may be deducted from any wages due. The employee is responsible for any damage to said uniforms not due to normal wear and tear. When the Employer deems that a uniform item has worn out beyond acceptable standards, it will be replaced at the Employer's expense. The Employer will make additional uniforms available at the standard price established for employees by Health Care Services Group, Inc.

ARTICLE 19

MISCELLANEOUS

19.1 Labor Management

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 guidelines for said L/M committees.

19.2.1 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.

19.2.2 Employees who serve on the Union Negotiating Committee will have all hours lost, due to attending meeting, counted for purposes of benefits.

19.3 Amending This Agreement

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

19.4 Union Bulletin Board

The Union may hang a bulletin board in the facility. The size, type and location of such shall be by mutual agreement between the Union and the Employer. Posting must be approved in advance by the facility administrator.

19.5 Safety Committee

The Employer shall establish a safety committee that shall meet monthly and will include a Union Steward or a designated Union member.

ARTICLE 20
TERMINATION

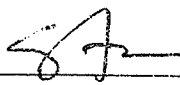
20.1 This Agreement shall be effective from April 1, 2021 and shall continue in full force and effect through the 31st day of March 2023, except as otherwise specifically provided, and shall continue from year to year thereafter unless either party serves notice in writing upon the other party at least ninety (90) days but not more than one hundred and twenty (120) days prior to the expiration date of its desire to terminate, modify or amend the provisions of this Agreement.

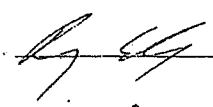
IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed the day and year first above written.

SIGNED AND DATED THIS 21 DAY, OF September 2021.

FOR THE EMPLOYER
HEALTH CARE SERVICES GROUP, INC
AT MONARCH HEALTHCARE MANAGEMENT
LINDEN

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1189

By: 

By: 

Title: Director of Operations

Title: Union Representative

LETTER OF UNDERSTANDING

BY AND BETWEEN

UFCW LOCAL 1189

and

HEALTH CARE SERVICES GROUP, INC.

AT MONARCH HEALTHCARE MANAGEMENT LINDEN

Progressive Discipline

Both parties have agreed to the following for the purposes of progressive discipline.

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

Tardy/Attendance issues and work performance violations will not be cumulative.

The Employer will be allowed to use its standard disciplinary procedures described in its Employee Handbook, provided the Union has received a copy of its Employee Handbook.

SIGNED AND DATED THIS 21 DAY OF September 2021

FOR THE EMPLOYER:
HEALTH CARE SERVICES GROUP, INC.
AT MONARCH HEALTHCARE MANAGEMENT
LINDEN

FOR THE UNION:
UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1189

GA
Name
Director of Operations
Title
9/22/21
Date

GU
Name
Union Representative
Title
9/21/2021
Date

LETTER OF UNDERSTANDING

BY AND BETWEEN

UFCW LOCAL 1189

And

HEALTH CARE SERVICES GROUP, INC.

AT MONARCH HEALTHCARE MANAGEMENT LINDEN

Seniority

Health Care Services Group, Inc. will apply the following dates of hire in calculating seniority for the purpose of awarding PTO, vacation, sick leave, holiday pay and other seniority-based benefits under the Collective Bargaining Agreement between Health Care Services Group, Inc. at Monarch Healthcare Management – Linden and UFCW Local 1189:

Employee	Date of Hire
Kin: Kuehn	05/01/1999
Russel Larson	05/01/2013
Kelli Zoller	03/11/2015
Kristina Kelly	08/17/2015
Andrew McMonigal	03/04/2016
Rodney Richardson	03/05/2019

SIGNED AND DATED THIS 9/27 DAY OF 2021.

FOR THE EMPLOYER
HEALTH CARE SERVICES GROUP, INC.
AT MONARCH HEALTHCARE MANAGEMENT
LINDEN

FOR THE UNION
UNITED FOOD & COMMERCIAL
WORKERS LOCAL 1189

NAME

TITLE

DATE

NAME

TITLE

DATE