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THE ESTATES AT LINDEN LLC  
SERVICE & MAINTENANCE  
October 1, 2020 – December 31, 2022

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COLLECTIVE BARGAINING AGREEMENT

THE ESTATES AT LINDEN LLC

(SERVICE AND MAINTENANCE)

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189

THIS AGREEMENT, made this 1<sup>st</sup> day of October **2020** by and between THE ESTATES AT LINDEN LLC hereinafter described as the Employer, and the UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189, chartered by the UNITED FOOD AND 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 employees within 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 1 through September 30, 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.

### 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 of administration of the Club or decisions on Club expenditures.

### 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. 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 sixteen (16) hours in a pay period, the Employer shall deduct Union dues for that pay period and remit to the Union. Temporary employees are those employees who work as replacement employees for no longer than ninety (90) days. Such employees may not be utilized until the provisions of Article 7, Section 7.3, 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

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

## 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 7 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.

#### 4.4 Consecutive Days

Employees shall not 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.

An Employee who chooses for his/her own convenience to work in excess of seven (7) consecutive days or who chooses to exchange a shift with another employee will be considered to have volunteered to work all such hours and will not be paid overtime for the consecutive days resulting from such a schedule change.

#### 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 (1-1/2) times the regular rate of pay. Employees who work more than nine (9) hours in a day, will receive overtime (time and one half their regular rate of pay) for all hours worked over eight (8); or over forty (40) hours in a work-week. 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 meetings outside the regular work schedule will be considered time worked for the purposes of overtime. Employees will be paid a minimum of one hour for attending these meetings. Mandatory meetings/in-services will be offered at several times throughout the month and in a minimum of two (2) different formats. Mandatory in-services will cover the twelve (12) hours required by the state.

#### 4.9 Two Hour Notice

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

### ARTICLE 5 – MINIMUM SCHEDULE OF WAGES

#### 5.1 Wages

##### 5.1.1 Minimum wage scales effective October 3, 2020

- Employees in the scales will progress through the appropriate scale annually, on their anniversary date.
- Employees paid above scale and/or over scale shall receive the 3% increase **beginning 10/3/20 and the same additional 2.25% increase beginning October 1, 2021** as in all job categories on the same dates as below.

#### NA/R's

	<u>1/1/20</u>	<u>10/3/20</u>	<u>10/1/21</u>
Start	\$15.00	\$15.45	\$15.80
After Probation	\$15.10	\$15.55	\$15.90
1 year	\$15.25	\$15.71	\$16.06
2 year	\$15.75	\$16.22	\$16.59
3 year	\$16.00	\$16.48	\$16.85
4 years	\$16.25	\$16.74	\$17.11
5 year	\$16.50	\$17.00	\$17.38
6 year	\$16.75	\$17.25	\$17.63
7 year	\$17.00	\$17.51	\$17.90
8 year	\$17.25	\$17.77	\$18.17
9 year	\$17.50	\$18.03	\$18.44
10 year	\$17.75	\$18.28	\$18.70

#### COOKS

	<u>1/1/20</u>	<u>10/3/20</u>	<u>10/1/21</u>
Start	\$14.50	\$14.94	\$15.28
After Probation	\$14.70	\$15.14	\$15.48
1 year	\$14.80	\$15.24	\$15.58
2 year	\$14.90	\$15.35	\$15.70
3 year	\$15.00	\$15.45	\$15.80
4 year	\$15.10	\$15.55	\$15.90
5 year	\$15.20	\$15.66	\$16.01
6 years	\$15.90	\$16.38	\$16.75

## OTHER AIDES

	<u>1/1/20</u>	<u>10/3/20</u>	<u>10/1/21</u>
Start	\$12.50	\$12.88	\$13.17
After Probation	\$12.80	\$13.18	\$13.48
1 year	\$13.10	\$13.49	\$13.79
2 year	\$13.30	\$13.70	\$14.00
3 year	\$13.50	\$13.91	\$14.22
4 year	\$13.70	\$14.11	\$14.43
5 year	\$13.90	\$14.32	\$14.64
6 year	\$14.70	\$15.14	\$15.48

5.1.3 TMA \$1.00 per hour above the Nurse's Aide wage scale. All hours scheduled or worked as a TMA shall be paid at the TMA premium.

5.1.4 Preceptor pay will be \$.50 per hour and paid to an employee when the work is assigned by the department supervisor. (The Union may grieve disagreements.)

5.1.5 Lead Dietary person \$1.00 per hour above cook wage scale. All hours scheduled or worked as a lead dietary person shall be paid at the \$1.00 premium.

5.1.6 PM Shift Premium .75

5.1.7 NOC Shift Premium \$1.25

**Shift differentials open for discussion September 1, 2021.**

### 5.2 Credit For Prior Experience

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 employees 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.

### 5.3 Nurse's Aides in Training

Nurse's Aides in training to become CNA's shall be paid wages at the discretion of the Employer not to be less than the legal minimum wage. Upon certification, they shall be placed at the appropriate wage level under the Collective Bargaining Agreement.

### 5.4 Bonuses/Incentives

The Employer will notify the Union of any and all bonus and incentive programs.

## ARTICLE 6 - HOLIDAYS

### 6.1 Definition

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

### 6.2 New Year's Day

6.2.1 New Year's Day will be considered a holiday in addition to the PTO Benefits in Article 10.

6.2.2 Any employee working New Year's Day shall receive double their rate of pay for all hours worked on New Year's Day.

6.2.3 Full-time employees who do not work on New Year's Day shall receive one day's pay at their regular straight time rate of pay as holiday pay.

6.3 Any employee who works over eight (8) hours on a designated holiday shall receive double their rate of pay for all hours in excess of eight (8).

## ARTICLE 7 - SENIORITY

### 7.1 Definition

The Employer has agreed to hire all current employees and honor their existing years of service, and seniority for all purposes outlined in the Agreement.

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

### 7.2 Job Category Seniority

Job Category Seniority shall be defined as the employee's length of continuous service in either of two categories: 1) Nursing Services (i.e., nurse aide, therapy aide or CNA), or 2) Non-Nursing Services (i.e., all other positions). Job Category Seniority shall prevail in regard to laying off (provided the remaining employees have any licenses or certification necessary to do the work available), rehiring (provided the remaining employees have any licenses or certification necessary to do the work available), and other purposes as may be defined elsewhere in this Agreement.

### 7.3 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.

#### 7.4 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 7, Section 7.2, 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 7.3 above.

#### 7.5 Hours Reduction

If hour's reduction becomes necessary after allowing for sick calls, the Employer agrees to first ask for volunteers. Employees who volunteer may use PTO for all hours lost due to reduction. 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.

#### 7.6 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 7, Section 7.6. 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 replacements, and such employees may be terminated at any time.

#### 7.7 New Classifications

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

### ARTICLE 8 - TERMINATION OF EMPLOYMENT

#### 8.1 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.

#### 8.2 Two (2) Weeks Written Notice

Employees are required to give appropriate written notice as outlined in 10.5.4.C. 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.

#### 8.3 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 9 - GRIEVANCE AND ARBITRATION

### 9.1 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 9, the term "administrative days" shall exclude weekends and national holidays observed in this Agreement. For purposes of time limits imposed in Article 9, 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.

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 Executive Director or designee no later than ten (10) administrative days following the event prompting the grievance, except that grievances relating to failure of the Company 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 (60<sup>th</sup>) day following receipt of the check by the employee. Failure of the Company 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 Division Manager, Human Resources, or designee, who shall attempt to resolve the grievance. The Division Manager, 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 fifteen (15) 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.

### 9.2 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.

### 9.3 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.

### 9.4 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.

### 9.5 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 9.1 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 30 days after receipt of the grievance. The time limitations set forth herein may be extended by mutual agreement of the parties.

## ARTICLE 10 - PAID TIME OFF

10.1 The intent of this Policy is to provide increased flexibility to employees in the use and accrual of compensated days away from work.

### 10.2 Implementation

The Company agrees to allow employees to use PTO as it accrues. PTO will be deemed "earned" on January 1, 2021 and will change to employees' anniversary date in 2021 and going forward following the year it was "accrued". Earned PTO is payable upon termination.(Article 10.5.4.)

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

2.

### 10.3 Eligibility

10.3.1 New Employees - All regularly scheduled full-time and part-time employees who have successfully completed probation will be eligible to use PTO hours.:

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

10.3.3 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.

#### 10.4 Holiday Pay

10.4.1 Holiday pay (regular pay plus full hourly holiday pay) will be paid to regular full and part-time employees during the first full year of employment for time worked on the holiday. First year full-time employees hired on or before December 16, 2005 who do not work on the designated holidays shall receive one day's pay at their regular straight-time rate of pay as holiday pay. First year part-time employees who do not work on a holiday shall not receive holiday pay. First year full-time and part-time employees hired after December 16, 2005 who do not work on a holiday shall not receive holiday pay.

10.4.2 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 10.5.1.

10.4.3 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 hour's payment when an employee's absentee record indicates a pattern of absences or excessive absenteeism.

#### 10.5 Arrangements for PTO Use

10.5.1 The anticipated time that each department will have available for employees to take PTO during the coming year shall be made known by January 15<sup>th</sup>, and future PTO may thereafter be requested on the basis of seniority prior to March 15<sup>th</sup> of each year for the months of April – December. Approved future PTO shall then be made known by April 1<sup>st</sup> for the remainder of the calendar year. Employees who fail to request PTO prior to March 15<sup>th</sup> will be granted PTO on a first request basis.

Those employees who request PTO time to be taken prior to April 1<sup>st</sup> (January 1 – March 31), may make their request after October 1<sup>st</sup> of the preceding year and 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.

Requests for PTO must be submitted three (3) weeks in advance of the dates requested and prior to posting of the next schedule. 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.

#### 10.5.1.1 Weekends to Work:

To facilitate the awarding of vacation by seniority, the Employer will post a twelve (12) month vacation sign-up calendar to allow employees to sign up for full weeks of vacation. Employees will be allowed to sign up for a maximum number of guaranteed full weeks of vacation each calendar year based on their years of service with the Employer as follows:

<u>Years of service</u>	<u>Guaranteed full weeks of vacation</u>	<u>Guaranteed working weekends off</u>
1-3 years	1 week	1
4 year or more	2 weeks	1
9 years or more	3 weeks	2
15 years or more	4 weeks	2

The Employer will award full weeks of vacation before awarding partial weeks or individual days of vacation. The Employer will allow at least one employee per shift to be off for one full week of vacation for each week of the year, up to the maximum number of guaranteed full weeks of vacation. The employer will allow no less than one (1) employee off per shift per day.

After the guaranteed full-weeks of vacation are awarded, employees desiring additional weeks off may put in their requests for these weeks and have them awarded on a first request basis, provided they have PTO available.

10.5.2 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.

10.5.3 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.

10.5.4 Termination - with the appropriate advance, written notice of termination, all earned PTO benefits that were awarded on January 1, 2021 and the employees' anniversary of the calendar year going forward, 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.

(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.

#### 10.6 Accumulation of PTO

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.

#### 10.7 Short Term Disability Account (STDA)

10.7.1 Implementation: At the end of each Pay Period, the Employer will establish the STDA hours's available for each employee and it is available for use as it accrues. Additions to the STDA will consists of (a) 50% of the PTO cash-out the employee elects as outlined below; and (b) earned additions of .0308 for each hour of service and it is available for use as it accrues. The maximum accumulation shall be two hundred forty (240) hours.

10.7.2 Employees in the first year of service may access the STDA after completion of probation. Employees in the first year of service will have STDA applied on the third full day of illness or injury.

10.7.3 Any employee with a STDA may use such hours for extended and approved leaves of absence due to illness or injury after 0 – 5 years of employment for themselves, minor child, or spouse: (a) beginning with the first day of hospitalization; or (b) after three (3) consecutive days of missed work due to illness or injury to be consistent; (c) employees with ten (10) or more years of service can access STDA beginning with the first day of illness or injury; (d) employees with five (5) to nine (9) years of service will be able to access STDA beginning with the second (2nd) day of missed work due to illness or injury. Request for use of STDA shall follow the same procedure as PTO. Prior to approval, the Employer shall require certification from the health care practitioner of the employee, minor child, or spouse.

10.7.4 Should the Employer improve the S.T.D.A. or P.T.O. program for the Company, they shall make the improvements available to the members.

#### 10.8 PTO Cash Out

10.8.1 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 STDA for that employee. Employees who have two hundred forty (240) hours in the STDA as of

November 15 of each year shall be paid 100% of unused PTO if requested. Any PTO requested after October 15th that is denied due to operational necessity, shall be paid out at one hundred percent (100%), if requested.

10.8.2 PTO benefit cash out must be requested by November 15<sup>th</sup> annually and will be based on accumulated and unused PTO as of November 15<sup>th</sup> 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.

10.8.3 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 VP/Regional Human Resources Director. The receipt of payout will take two (2) business days. All denials will be subject to the grievance process.

#### 10.9 Paid Time Off Benefit Schedule:

<u>Years of Service</u> <u>Year</u>	<u>% PTO Per Hours Paid</u>	<u>FT Employee Would Earn for</u> (based on 2080 hours)
1 year	.0730 hours	19 days
2 years	.0808 hours	21 days
3 years	.0808 hours	21 days
4 years	.0923 hours	24 days
5 years	.1000 hours	26 days
6 years	.1000 hours	26 days
7 years	.1000 hours	26 days
8 years	.1000 hours	26 days
9 years	.1115 hours	29 days
10 years	.1192 hours	31 days
11 years	.1192 hours	31 days
12 year	.1192 hours	31 days
13 years	.1192 hours	31 days
14 years	.1192 hours	31 days
15 years	.1269 hours	33 days
20 years	.1346 hours	35 days

#### 10.10 Short Term Disability Account Schedule:

<u>Years of Service</u>	<u>% STDA Per Hours Paid</u>	<u>FT Employee Would Earn for Year</u>
All Employees	.0308 hours	8 days

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.



## ARTICLE 11 - 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 12 - LEAVES OF ABSENCE

### 12.1 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.

### 12.2 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 (parents, grandparents, children, grandchildren, brothers and sisters). The maximum payable for time loss shall be three (3) days. The Employer may request verification of relationship of the deceased.

### 12.3 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.

### 12.4 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.

#### 12.5 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.

#### 12.6 No Change In Anniversary Date

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

#### 12.7 Time Limits

Employees returning from a Leave of Absence within the time limits set forth in 12.3 and 12.4 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.

#### 12.8 PTO/STDA Use While Out On Leaves

Any employee who is out on a leave under 12.3, 12.4, or 12.5 shall use their PTO if available. If they qualify for STDA pay, they shall draw that first. An employee who has used their PTO in a year where they have scheduled vacation shall still be allowed the time off without pay.

### ARTICLE 13 - SUCCESSORSHIP

In the event of any sale, purchase, merger or other transaction affecting ownership of Employer's nursing home business or ownership of the assets of Employer's nursing home business, Employer shall make known to the Union prior to said transaction the nature of the transaction and further, shall make known to all parties to the transaction the terms and conditions of this Agreement. Following any such transaction, all employees of employers who are parties to the transaction and this Agreement shall be provided employment by the successor employer, whether the successor be a signatory party to this Agreement or any other employer, in accordance with the seniority rights accrued with their respective predecessor employer. A new seniority list shall be drafted and posted upon which the seniority of each employee of the successor employer shall date from his earliest date of employment with any of the employers

participating in such transaction, and further, if there is to be a reduction in work force as a result of such transaction, any such reduction shall be in inverse order according to the amount of continuous service of the respective employees with any of the predecessor employer parties to the transaction. Wherever continuous service is required for other benefits or practices, it shall be interpreted to include that continuous service with the employee's respective predecessor employer.

#### ARTICLE 14 - MINIMUM STANDARDS

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 a violation of this Agreement or state or federal laws.

#### ARTICLE 15 - 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 16 - MANAGEMENT RIGHTS

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; &
  14. Manage and administer Employer's operation.
- Management's Rights may not be exercised in an arbitrary or capricious fashion.

#### ARTICLE 17 - NO STRIKE OR LOCKOUT

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

#### ARTICLE 18 - 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 19 - BENEFIT PLANS

The Company sponsored benefit program will meet (or exceed) the requirement set forth in the CBA.

##### 19.1 Monarch Healthcare Medical Plan and Dental Plan

Eligible employees may participate in the Monarch Healthcare Medical Plan (FT) and Dental Plan (FT) 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.

#### 19.2 Additional Benefit Plans

Eligible employees may participate in the following benefit 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 of 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. These benefits include:

BENEFIT	ELIGIBILITY
Dental	Full-time
Vision (employee paid)	Full-time
Employee Assistance Program	Full-time, Part-time, Casual
Flexible Spending Accounts (employee paid)	Full-time
Dependent Care Assistant Program (employee paid)	Full-time
Basic Life (1 annual base)	Full-time
Basic Accidental Death and Dismemberment (\$25,000)	Full-time
Business Travel Accident (\$100,000)	Full-time
Supplemental Life (employee paid)	Full-time
Supplemental AD&D (employee paid)	Full-time
Short-term Disability (employee paid)	Full-time
Long-term Disability (employee paid)	Full-time
Monarch 401(k) Plan	Full-time, Part-time, and Casual
Discount Programs and Services	Full-time, Part-time, and Casual
Tuition Reimbursement and Tuition Scholarship	Full-time

### ARTICLE 20 - UNIFORMS

The Employer will provide each employee with two (2) uniforms, both tops and bottoms, 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 Golden Living.

## ARTICLE 21 - MISCELLANEOUS

### 21.1 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.

### 21.2 Time Off For Union Business

21.2.1 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.

21.2.2 Employees who serve on the Union negotiating committee will have all hours lost, due to meeting, counted for purposes of benefits.

### 21.3 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.

### 21.4 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 Executive Director.

### 21.5 Safety Committee

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

### 21.6

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

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

ARTICLE 22 – TERMINATION

22.1 This Agreement shall be effective from October 1, **2020**, and shall continue in full force and effect through the **31st** day of **December 2022**, 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.

THE ESTATES AT LINDEN, LLC

Josh Legun  
Name  
CEO  
Title  
1/7/21  
Date

UNITED FOOD AND COMMERCIAL  
WORKERS LOCAL 1189

[Signature]  
Name  
Union Representative  
Title  
1/7/2021  
Date

LETTER OF UNDERSTANDING 1

By and Between

UFCW LOCAL 1189

and

THE ESTATES AT LINDEN LLC

The parties agree that for the life of the Collective Bargaining Agreement effective July 1, 2007, the following language will apply:

The Employer will continue to pay the full Monarch Healthcare Management Insurance Single Coverage Premium for the following grandfathered employees at the Employer's The Estate of Linden, LLC Location:

- Patty Thomsen

SIGNED AND DATED THIS 7th DAY OF January 2021.

FOR THE EMPLOYER:

Josh Legun  
Name

CEO  
Title

1/7/21  
Date

FOR THE UNION:

[Signature]  
Name

Union Representative  
Title

1/7/2021  
Date