

HCSG – Galtier

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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

HEALTH CARE SERVICES GROUP, INC

at GALTIER HEALTH CARE CENTER

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189

THIS AGREEMENT, made this 1st day of **January 2020** by and between HEALTH CARE SERVICES GROUP, INC. at GALTIER HEALTH CARE CENTER, 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 The Employer recognizes said Union as the sole representative of all of its non-professional regularly scheduled housekeeping aides, laundry aides, and on-call employees within the bargaining unit certified by the National Labor Relations Board, excluding all other service and maintenance, registered nurses, licensed practical nurses, office clerical employees, administrators, guards and supervisors as defined in the National Labor Relations Act and temporary casual employees, for the purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified.

1.2.1 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.

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

1.2.3 The forgoing 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.

1.3.1 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. Such deduction shall be made by the Employer from the wages of the employees during each calendar month and transmitted to the Union. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the deduction for such month shall nevertheless be made from the first wages of adequate amount next due the employee and shall thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.

1.3.2 The Union shall refund promptly any dues found to have been improperly deducted and transmitted to the Union and shall furnish the Employer with a record of such refund. The Union agrees to indemnify the Employer and hold it harmless against any and all claims, which may arise from the Employer's obligations under this Article.

1.4 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.

ARTICLE 2 – CLASSIFICATION OF EMPLOYEES

Employees shall be classified as follows. Full-time employees are those employees regularly scheduled to work at least seventy-two (72) hours in a two (2) week period. Regular part-time employees are those employees regularly scheduled to work less than seventy-two (72) hours in a two (2) week period. On-call employees who are not regularly scheduled to work but who work sixteen (16) hours or more per pay period will be union members. Temporary casual employees are those employees who are not regularly scheduled. For purposes of this Article 2, no employee shall be reclassified to defeat the purpose of this Agreement.

ARTICLE 3 – PAY PERIODS

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

3.2 Any Employer error in paycheck calculation, including sick pay, which affects an employee's paycheck to the extent of seven and one half (7.5) or more per pay period, will be corrected within four (4) business days of notification to the Employer of such error.

ARTICLE 4 – HOURS OF WORK

4.1 Work schedules shall be posted least two (2) weeks prior to the start of a work period. When changes in the work schedule are made affecting employees who are scheduled on a day off at the time the changes are made, the employee so affected shall be notified of such change at his/her place of residence but only if an individual has furnished the company his/her current address and telephone number. The Employer shall not change the shift of any employee in an

arbitrary or capricious manner, and in no event, without the consent of the employee affected. In the event of block scheduling changes, the change should be accomplished by reverse seniority.

4.2 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 the patients or residents of needed care or by mutual agreement between the Employer and the employee.

4.3 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 to.

4.4 Normally, employees will not be scheduled to work more than seven (7) consecutive days. However, where employees actually work more than seven (7) consecutive days, overtime will apply to that time worked in excess of seven (7) consecutive days, except in instances of written employee requests for such extended schedule. Overtime shall not be pyramided.

4.5 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 pay in lieu thereof. A bona fide attempt by the Employer to contact the employee shall be taken as notice under this provision.

4.6 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. Employees who are called in for work with less than two (2) hours notice shall receive pay for the whole shift they are called in to fill if they report to work within the first hour of the shift.

4.7 Overtime pay shall be one and one-half (1-1/2) times the regular rate of pay. All employees shall be paid overtime for all hours worked over eight (8) hours per day, or eighty (80) hours in a two (2) week work period. Overtime payments shall not be pyramided. A two (2) week work period shall begin with the start of a shift on a specified day and time and end with the close of the shift commencing at a specified day and time two (2) weeks or fourteen (14) days later.

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

ARTICLE 5 – MINIMUM SCHEDULE OF WAGES

5.1 The minimum schedule of wages shall be contained in Appendix "A" attached to and made a part of this Agreement.

5.2 The starting rate provided in this Agreement shall be applicable upon completion of the employee's probationary period as provided in Article 7, Section 7.6 of this Agreement. Upon

completion of said probationary period, length of service increments shall be computed from the beginning date of employment.

5.3 In order to receive credit for prior experience, employees must provide the Employer with a written statement, separate from their employment application, detailing their prior experience, the name of the company/companies where the employee worked, the dates of such employment and the total number of hours worked. This written statement must be provided to the Employer during the employment process. See Appendix "A" Wages.

ARTICLE 6 – HOLIDAYS

6.1.1 The following shall be considered holidays: New Year's day, Easter Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day and (if eligible) one (1) Birthday Holiday. Christmas Day and New Year's Day holiday begins with the PM shift on the eve and ends with the day shift on the holiday.

6.1.2 The Birthday Holiday is available for all employees beginning with the first January following the employee's first employment anniversary.

6.1.3 Full-time employees shall receive one (1) days pay for the Birthday Holiday. Part-time employees' holiday pay shall be pro-rated on average hours worked per shift for the Birthday Holiday, during the previous calendar year.

6.1.4 Employees should take their birthday off or a substitute day during the pay period in which their birthday falls. Employees may elect to take pay in lieu of the day off.

6.2 An employee who works on a holiday shall receive holiday pay for each hour worked. In addition, the employee will receive straight time for the first eight (8) hours worked and time and one half for hours worked over eight. Full-time employees 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. Regular part-time employees and on-call employees who do not work on a holiday shall not receive holiday pay. Full-time employees who are eligible for holiday pay and are scheduled to work on a holiday but who do not work on a holiday shall not receive holiday pay, except in cases of excused absence or illness where satisfactory proof of such illness is furnished by the employee.

6.3 Employees who are eligible for holiday pay shall forfeit such pay for failure to work their last scheduled day before or first scheduled day after the holiday, except in the case of excused absence or illness where satisfactory proof of such illness is furnished by the employee, when such proof is required by the Employer.

6.4 Beginning January 2, 2002, the Employer shall post a list of holidays to be worked that year. Employees shall alternate the holidays worked such that an employee will be on one holiday and off the next. Employees who work on Christmas one year shall be off on Christmas next year. Employees wishing to work more holidays may sign up for them.

6.5 On-call employees may be scheduled three holidays per year, with one (1) being either Thanksgiving or Christmas.

ARTICLE 7 – SENIORITY

7.1 Definition: Bargaining Union 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 and other purposes as, may be defined elsewhere in this Agreement.

7.2 Job Category Seniority: Job category seniority shall be defined as the employees continuous length of service in the following categories:

➤ Housekeeping and Laundry Aides.

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 and Known Available Hours: 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 for open positions 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;

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; and
3. Such employees must be able to perform assigned duties.

During the posting period, the Employer shall fill available positions of hours in accordance with Section 7.3 above.

Employees who desire to work additional known hours or are willing to be called when unknown hours become available shall sign up in ink on the available hours sheet. The Employer shall award the known available regular non-overtime hours the day following the five (5) day posting.

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

1. Regular full and part-time employees without overtime
2. On-call employees without overtime
3. Regular full and part-time employees with overtime
4. On-call employees with overtime

Overtime hours will be awarded to the most senior employee signing the posting a minimum of thirty-six (36) hours before the start of the available work shift. Once awarded, no changes will be made because of seniority.

7.5 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.

7.6 Probation: Employees shall be probationary employees for the first sixty (60) calendar days of employment and during such period may be discharged by the Employer with or without cause without the same causing a breach of this Agreement or constituting a grievance hereunder. Probationary employees accrue no seniority until successful completion of probation, at which time their seniority is retroactive to date of hire. 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.

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

ARTICLE 8 – TERMINATION OF EMPLOYMENT

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

8.2.1 Employees covered by this Agreement who resign or otherwise voluntarily terminate employment are required to provide at least fourteen (14) days' advance written notice to their immediate supervisor. This notice should include the effective date and reason for resignation. At the Employer's option, the employee may continue to work during this fourteen (14) day period unless a competent replacement can be found and trained sooner. Should the Employer choose to release the employee sooner, wages will be paid to the terminated employee through the specified resignation date. In addition, employees who resign with proper notice will receive compensation for vacation time earned (but unused) as of their last anniversary date, and time accrued since that date, except as specified in Article 10, Section 10.3 of this Agreement.

8.2.2 If an employee fails to provide the required notice or is discharged for cause, that employee will not be entitled to receive vacation pay for time accrued since his/her last anniversary date, or payment for any other benefits, which may have otherwise been earned. These exclusions are not intended to apply to vacation hours earned but unused as of that employees last anniversary date.

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

ARTICLE 9 – ARBITRATION

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

Step 1. The aggrieved employee and/or Union shall attempt to adjust the grievance with the Employer within ten (10) calendar days of the event giving rise to the grievance.

Grievances related to wages shall be timely if received by the Employer no later than sixty (60) calendar days following the date of receipt of the check by the employee.

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

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

Step 3. If the grievance is not resolved in Step 2, either party may refer the matter to Federal Mediation and Conciliation Services for non-binding mediation. Party may opt to bypass this step and go immediately to Step 4.

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

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

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

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

ARTICLE 10 – VACATIONS

10.1 Employees shall receive vacation in accordance with the following schedule and provisions. Eligible vacation time shall be paid at the employee's regular straight time rate of pay in effect for the last pay period just prior to the employee's scheduled vacation, or prior to request for payment where such voluntary request is made by the employee.

1. Employees who have completed one (1) year of service - one week of vacation.
2. Employees who have completed two (2) years of service -two (2) weeks of vacation.
3. Employees who have completed six (6) years of service - three (3) weeks of vacation.
4. Employees who have completed ten (10) years of service - four (4) weeks of vacation.

10.1.2 Vacations shall be taken in increments of no less than one (1) week's duration. However, no more than one (1) week of an employee's eligible vacation time may be taken in increments of less than one (1) week.

10.2.1 A full week of vacation for full-time employees shall be paid on the basis of the average weekly hours, which that employee would normally be scheduled to work, at the employee's regular hourly rate, unless a majority of actual work periods contain pay of less than eighty (80) to seventy-two (72) hours. If a majority of actual work periods show less than seventy-two (72) hours worked, the Employer may prorate vacation for that anniversary year. Employees shall be entitled to remain away from work for seven (7) days for each week of vacation.

10.2.2 Vacation pay for part-time employees shall be on a pro rata basis calculated by dividing the total hours worked during any employee's immediate past anniversary year of employment by fifty-two (52), yielding the number of paid hours for each week of vacation such employee is entitled to in accordance with the above vacation schedule.

10.3 Employees who are terminated or who elect to resign and give proper written notice of resignation, as required in Section 8.2 of this Agreement shall be entitled to receive vacation pay in lieu of vacation to the extent that such vacation pay has been earned and accrued on the date of termination of employment, except that an employee who resigns within twelve (12) months from the date of his initial employment shall receive no vacation pay upon termination of employment.

10.4 Vacation allowances and pay shall not be cumulative from year to year unless specifically agreed to in writing between the employee and the Employer.

10.5 A former employee whose employment is terminated and who is subsequently re-employed by the Employer assumes the same status as a new employee in regard to vacation allowances.

10.6 Employees should let the Employer know whether they are to receive their vacation pay on the employee's anniversary date or at the time of taking vacation. In the case of conflict between employees for time off, seniority shall prevail. The Employer will respond to an employees' vacation request within ten (10) days of the request.

10.7 Vacation: Employees with four (4) week of vacation may elect to receive pay for their fourth week in lieu of taking the vacation. One (1) employee per week; thirty (30) day notification to Employer for payout request.

10.8 Employees shall receive their vacation pay before the start of their vacation provided their written request for vacation pay is made at least three weeks prior to the start of the vacation.

10.9 The Employer will determine, post and keep current, an accounting of vacation. This posting will occur the last pay period of each month. When awarding vacation the employer will follow current language in the collective bargaining agreement. An employee may select vacation by either of the following methods:

1. During the period of January 1 through February 15 an employee may request vacation of any vacation period between the 1st of April and the 30th of September. Vacation requests will be granted, by classification seniority, prior to March 1st.
2. During the period from July 1 through August 15 an employee may request vacation for any vacation period between the 1st of October and the 31st of March. Vacation requests will be granted, by classification seniority, prior to September 1.
3. An employee who does not request vacation during the periods specified in 1 or 2, shall be able to request any vacation period, if available, in writing at any time during the year after the posting period. A minimum two week notice shall be given to the Employer. If not so given, granting of vacation will be at the discretion of the Employer. Vacations shall be granted on a first-requested, first-granted basis. The Employer will respond, in writing, to vacation requests under this paragraph within five (5) working days of receipt of the written request.

Once such request is approved, it will only be rescinded because of legitimate business reasons.

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 – SICK LEAVE

12.1 Employees shall accumulate sick leave at the rate of six (6) hours for each one hundred sixty (160) hours worked. Sick leave accumulation shall begin from the first day of employment, but eligibility for paid sick leave shall not begin until after completion of the probationary period as provided in Section 7.6 of this Agreement and shall apply only to illness occurring after completion of such probationary period.

12.2 Sick pay shall be based on the regular rate of pay of the employee's position at the time of illness. Any payments received by an employee for any sick leave or injury from other sources, such as workers' compensation payments, insurance payments or similar payments, shall be offset against any sick pay due and owing to such employee.

12.3 Any employee accumulating more than ten (10) full-time working days of sick leave as of the first day of November of each calendar year shall be compensated for the excess sick leave days over ten (10) in the last pay period of November of each calendar year. Any employee may elect to accumulate more than ten (10) full-time working days of sick leave at such employee's option rather than being compensated for such excess sick leave days. Such excess sick leave, whether compensated or accumulated for later compensation, shall be compensated for on the basis of the employee's regular rate of pay at the time when such excess sick leave first qualifies for compensation under this paragraph. Sick leave used as sick leave shall be compensated for on the basis of the employee's regular rate of pay at the time such sick leave is used.

12.4 Sick pay shall not be granted for absences from work on the day immediately preceding or following a holiday, weekend or days off when the employee is not scheduled to work, unless satisfactory evidence of such illness is presented to the Employer. The Employer may require evidence of such illness or injury from a physician.

12.5 Employees with fifteen (15) years or more of service will be allowed two (2) weekend shift sick calls in a calendar year before they have to make up missed weekend work.

12.6 The Employer will post and keep current an accounting of accumulated sick leave. The posting will occur the last pay period of each month.

ARTICLE 13 – LEAVES OF ABSENCE

13.1 Jury Duty: A full-time employee who is called to serve on a 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/she 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/her Employer the jury duty pay for the period he/she 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.

13.2 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 of the funeral in the event of a death in the immediate family (parents, grandparents, current spouse, children, brothers, sisters and current mother-in-law and father-in-law). The maximum payable for time loss shall be three (3) days. In the event of the death of a spouse or child, up to four (4) days of leave shall be granted. The Employer may request verification of the relationship of the deceased before pay for the time lost will be made.

An employee whose immediate family member (as defined in 13.2) does not reside in the USA may take paid bereavement leave for up to three (3) scheduled days. The employee must provide proof of death.

13.3.1 Injury, Illness or Maternity Leave: A leave of absence of up to one hundred eighty (180) days shall be granted to employees unable to work because of illness, injury or maternity. Any employee on such leave shall be reinstated upon furnishing a physician's report certifying that he or she is capable of returning to work.

13.3.2 For employees whose leaves do not exceed ninety (90) days, the Employer agrees to return said employee to his/her former position or one of like nature (e.g. a position in the same classification and shift) provided that the employee gives written notice to the Employer of his/her intent to return (within ninety (90) days) prior to the sixtieth (60th) day of approved leave. Should said employee fail to return at the end of such approved leave or fail to give notice of intent to return as herein specified, the guarantee of return as herein described is void.

13.4 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.

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

13.6 Worker's Compensation Injury: Employees who are injured on the job and consequently are placed on a worker's compensation leave shall be entitled to a leave of absence up to two hundred seventy (270) days, however such employee shall promptly report to work when released by the attending physician. Failure to report shall be deemed to be a resignation from the Employer's facility.

13.7 The Employer agrees that it will provide a leave of absence for a period of time not to exceed one (1) year for an employee requested by the Union to assist in the UFCW International or the Local for temporary work as a Union Representative. It is understood that the Union would make any contributions necessary to continue the employee's participation in Health or Pension programs as provided by this Agreement. The employee will be guaranteed their seniority for the entire year but the Employer would only be obligated to reinstate the employee to his/her former schedule of hours and duty assignments through the first sixty (60) days. If the employee returns after sixty (60) days and within one (1) year limitation, the Employer will assign the employee to an available schedule as close as possible to the employee's former shift, schedule and hours.

13.8 The Company and the Union agree to abide by all provisions of the State of Minnesota and Federal leave Acts.

ARTICLE 14 – 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.

ARTICLE 15 – MINIMUM STANDARDS

15.1 No employee shall suffer, as result of this Agreement, any reduction in wages or lose any benefits, not part of this Agreement. The effective date of this Article shall be December 1, 1989 and the intent shall be to maintain all rights and benefits provided by Employer from said date forward.

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

ARTICLE 16 – SEVERABILITY CLAUSE

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

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

ARTICLE 17 – MANAGEMENT RIGHTS

17.1 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 directions shall include, but is not limited to, the rights to:

1. hire, layoff, demote, promote, transfer, discharge or discipline;
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 methods of compliance with federal and state regulations affecting nursing homes;
12. discontinue jobs because of valid management and economic reasons;
13. decide employee qualifications consistent with federal and state standards; and
14. manage and administer Employer's operation

ARTICLE 18 – NO STRIKE OR LOCKOUT

There shall be no strike, work stoppage, sympathy strike by a Union other than UFCW Local 1189, picketing or lockout during the term of this Agreement. An employee shall not be disciplined for refusal to cross an established picket line of another Bargaining Unit at this facility represented by UFCW Local 1189.

ARTICLE 19 – HEALTH AND HOSPITALIZATION PLAN

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

hospitalization and a surgical schedule. The Employer shall contribute toward the cost of single employee coverage of such a plan for participating employees as follows:

- A) For employees enrolling in the Employer's Group Health Plan:
 - 1. The Employer will grandfather the premium contributions, made on the employee's behalf for any employee who was enrolled in an Employer provided plan on December 1, 1989.
 - 2. For any employees applying for coverage on or after December 1, 1989, the Employer will contribute to the premium cost as follows:
 - a.. Eighty percent (80%) for any full-time employee upon completion of such employee's probationary period and/or at such time as said employee is otherwise eligible for coverage;
 - b. Eighty percent (80%) for any employee regularly scheduled to work forty (40) hours or more in a two (2) week period after such employee has completed two thousand eighty (2080) hours of service with the Employer.
- B) During the life of the Agreement, the Union and Employer may explore optional health and welfare plans.
- C) In addition, the Company will contribute twenty-five dollars (\$25) per month toward the cost of family coverage for those taking family coverage.

19.2 The Employer shall make a Dental Plan and a Vision Plan available to all employees who are eligible for the Company Group Health Plan. Under exactly the same terms as other company employees not covered by this Agreement.

19.3 The Employer will provide life insurance in the following amounts:

- \$3,000 for an employee after 1 year of service.
- \$4,000 for an employee after 2 years of service.
- \$5,000 for an employee after 3 years of service.
- \$6,000 for an employee after 5 years of service.

19.4 The Company agrees to provide a 401(k) plan under exactly the same terms as other Company employees not covered by this Agreement. If a 401k plan becomes available for HCSG, it will be offered to all employees.

19.5 The Company agrees to allow employees under this Agreement to participate in a Section 125 Plan which allows employees to pay for health premiums or employee contributions for health plans or child care on a pre-tax basis under exactly the same plan and terms as other employees not covered by this Agreement. If a 125 plan becomes available for HCSG, it will be offered to all employees.

ARTICLE 20 – EMPLOYEE STOCK PURCHASE PLAN

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 the benefit before January 1st, after two (2) full years of service.

ARTICLE 21 – UNIFORMS

The Employer shall provide a uniform allowance of **45.00** for all regular scheduled full-time and regular scheduled part-time employees. This shall be payable every first (1st) pay period in February and August. The employer will provide Full-time employees four (4) polo shirts or smocks. Part-time employees will receive two (2) polo shirts or smocks. The polo shirts and smocks will be provided yearly.

Employees who do not turn in their polo shirts or smocks upon termination of employment will be charged the current replacement rate. This amount will be deducted from their last pay check.

ARTICLE 22 – MISCELLANEOUS

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

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

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

22.4 The Employer and the Union agree to comply with all Federal, State and local laws, rules and regulations, which prohibit discrimination in employment.

22.5 A meal will be provided to all people working double shifts.

ARTICLE 23 – TERMINATION

This Agreement shall be effective from the date hereof, except as otherwise specifically provided, and shall continue in full force and effect through the **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 ninety (90) days prior to the expiration date of its desire to terminate, modify or amend the provisions of this Agreement. **The contract will be reopened on January 1, 2021 and January 1, 2022 for wages only. Notice will be served using the criteria above in Article 23.**

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

EMPLOYER:

HEALTH CARE SERVICES GROUP, INC
at GALTIER HEALTH CARE CENTER

UNION:

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1189

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

LETTER OF AGREEMENT

This Letter of Agreement dated this _____ day of _____, **2020** by and between Health Care Services Group, Inc. at Galtier Health Care Center (hereinafter “Company”) and United Food and Commercial Workers Union, Local 1189 (hereinafter “Union”) set forth the agreement of the parties as follows:

- 1) During recently completed negotiations for successor Collective Bargaining Agreement between Company and Union, the Company and Union agreed that employee shifts for full-time employees would remain at 7.7 or 7.5 hours per the 2003 re-opener negotiations.

- 2) Company and Union agreed that it continue the Company’s management right to determine the number of shifts and hours of those shifts for newly hired full-time and part-time employees during the term of this Agreement.

SIGNED AND DATED THIS _____ DAY OF _____, **2020**

FOR THE EMPLOYER:

FOR THE UNION:

HEALTH CARE SERVICES GROUP, INC.
at GALTIER HEALTH CARE CENTER

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1189