

HCSG – Rose of Sharon

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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
HEALTH CARE SERVICES GROUP, INC
at ROSE OF SHARON MANOR
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 ROSE OF SHARON MANOR, 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 employees and on call 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 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 thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. In good standing, for the purposes of this Agreement, is defined to mean the payment of a standard initiation fee or standard reinstatement fee, if applicable, and standard monthly dues as applied uniformly to all persons covered by this Agreement.

1.2.2 For the purpose of this Article 1, Section 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 as requested by the Union 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 in each pay period. Once deductions are made, the Employer agrees to put forth its best efforts to process and mail a check to the Union, representing said deductions, without delay, but in no case later than fifteen (15) days. 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

2.1 Employees shall be classified as follows. Full-time employees are those employees regularly scheduled to work at least sixty-seven and one-half (67.5) hours in a two (2) week period. Regular part-time employees are those employees regularly scheduled to work fewer than sixty-seven and one-half (67.5) 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. Non-scheduled employees are employees who work hours available after a posted schedule has allowed all regular full-time and part-time employees an opportunity to pick up hours without overtime on an irregular basis. 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) hours 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

4.1.1 The present workday for a full-time employee is eight (8) hours, seven and one-half (7.5) hours paid and one-half (.5) hour unpaid lunch. The Employer reserves the right to change the duration of the workday. The duration of the workday need not be uniform within a shift or among shifts. Work schedules shall set the hours of work for not less than a two (2)

week period. All schedules shall be posted in a location that is easily accessible to the employees affected, and in no case shall the schedules be posted later than two (2) weeks prior to the commencement of the first (1st) work day of such schedule. The Employer will also post the open hours on the posted schedule for a period of five (5) days to allow regular full-time and part-time employees an opportunity to pick up non-overtime hours before offering the hours to the non-scheduled employees. The Employer shall keep days off consistent from pay period to pay period whenever possible. The employee may voluntarily agree to changes in work schedules. Posted schedules shall not be changed except in cases of an unanticipated emergency or staff need and then only to the least senior employees necessary to take care of the emergency or staff need. When changes in the posted work schedule are necessary those affected employees shall be promptly notified of such change.

4.1.2 Temporary replacements of hours shall be on a seniority basis. Every six (6) months, the Employer shall establish a list of employees who wish to be called in on days off to fill vacancies in the work force. The Employer will record the effort to contact those employees who are on the list. In the event call-ins do not fill the work force, the Employer shall, by reverse seniority, call in employees as needed.

- 4.1.3 All overtime hours are to be offered on a seniority basis as follows:
- (a) Regular scheduled full-time and part-time employees by seniority, and
 - (b) Non-scheduled employees by seniority.

4.1.4 Employer shall not change the shift of any employee in an arbitrary and capricious manner without the consent of any such employee.

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 five (5) 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. For an employee who has made a written request for extended scheduling, overtime will commence after eight (8) consecutive days. 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.

4.7 Overtime pay shall be one and one-half (1 ½) times the regular rate of pay. All employees shall be paid overtime for all hours worked over eight (8) hours per day, or 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 Employees shall receive credit for all comparable work experience for the purpose of determining the appropriate wage scale. In order to receive credit for prior experience, employees must advise the Employer of their prior experience on their employment application, and, if asked, provide documentation of such work experience with said application. If this results in a new hire employee receiving a rate higher than an incumbent employee of equal experience, the incumbent employee shall receive the higher rate.

ARTICLE 6 – HOLIDAYS

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

6.2 Full-time employees working on any of the above holidays shall receive double their regular rate of pay for such time worked. Full-time employees who do not work on the designated holidays shall receive one day's pay at their regular straight time rate of holiday pay. Regular part-time employees and probationary employees covered by this Agreement who work on a holiday shall receive their regular rate of pay for hours worked on a holiday, plus holiday pay at their regular straight time rate of pay for the number of hours actually worked on a holiday. Regular part-time employees and probationary employees who do not work on a holiday shall not receive holiday pay. Part-time employees with 3,120 or more hours of

employment at the Facility shall receive four (4) hours holiday pay for each of eight (8) holidays listed above.

6.3 Full-time employees who work a holiday may request an alternate day off, to fall within the same pay period as the holiday.

6.4 The Fourth of July holiday will begin with the day shift on July 4th.

6.5 All employees working the 3:00 P.M. to 11:00 P.M. shift on Christmas Eve, December 24th, shall be compensated at time and one-half (1 ½) their regular rate for such hours worked.

6.6 All employees working the 3:00 P.M. to 11:00 P.M. shift on New Year's Eve, December 31st, shall be compensated at time and one-half (1 ½) their regular rate for such hours worked.

6.7 Employees who are eligible for holiday pay shall forfeit such pay under the following circumstances:

- a) 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.
- b) Failure to work the holiday when scheduled to do so, except in the case of illness where satisfactory proof of such illness is furnished by the employee.

ARTICLE 7 – SENIORITY

7.1.1 Seniority shall prevail in regard to laying-off and rehiring provided the employees qualify to do the work available. An employee on the payroll as of July 1, 1991, shall be placed on a permanent seniority list using his/her full-time or part-time seniority date to establish ranking on the seniority list. All full-time employees shall be ranked above part-time employees in establishing this permanent placement. The Employer shall post a seniority list in accordance with the above, near the time clock.

7.1.2 An employee hired after July 1, 1991 shall be placed on the seniority list by date of hire.

7.1.3 Seniority shall be defined as the continuous length of service with the Employer since the employee's most recent date of hire, except as provided in 7.1 above, as follows:

- (a) Regular full-time and part-time employees
- (b) Non-scheduled employees.

7.2.1 It is understood that hours reductions will be treated in the same manner as lay-offs, by department and subject to ability to do the job, during the term of this agreement.

7.2.2 Temporary staff reductions of less than thirty (30) days due to census and case mix fluctuations will be made by requesting volunteers of the most senior staff members scheduled on the specific shift. If no one volunteers, the reduction will be made by reversed seniority of only those staff members on the specific shift.

7.3.1 Employees desiring lateral moves or full-time employment shall advise the Employer in writing of their desire. In the event of job vacancies, the Employer shall give qualified employees such positions in order of seniority. Any employee moving from one classification to another will have his/her wage adjusted up or down based on the difference in the start rates. If an employee moves from a higher paid classification to a lower paid classification (or vice versa), the employee will be slotted into the pay rate corresponding to the amount of years with the company. Therefore, the employee's base hourly rate shall be adjusted by one dollar (\$1.00), up or down. For example, if an employee moves from a higher paid classification to a lower paid classification, said employee shall have one dollar (\$1.00) subtracted from his/her base hourly rate. Further, if an employee moves from a lower paid classification to a higher paid classification, said employee shall have one dollar (\$1.00) added to his/her base hourly rate.

7.3.2 In the event of a job vacancy involving the availability of any position in the bargaining unit, the Employer shall give written notice of such job vacancy by posting, upon an appropriate bulletin board, a notice that such job vacancy exists, setting forth therein the job category and schedule of work hours available. This notice shall be posted before the notice of job vacancy is given to non-employees of Employer's facility. When an employee leaves the facility, the position and the block being vacated will be filled within ten (10) days of the position being vacated if there is an internal qualified candidate.

7.4 Non-scheduled employees shall have the right to apply for full-time or part-time openings and shall be considered for the job ahead of non-employees, but not part-time employees. In the event of job vacancies, the Employer shall give qualified non-scheduled employees such jobs in order of seniority.

7.5 Part-time employees desiring additional hours of employment shall advise the Employer in writing of their desire for such additional hours. In the event hours become available, the Employer shall give such qualified part-time employees, in order of seniority, such additional hours, provided that (a) such part-time employees are not regularly scheduled so as to create overtime payment obligations under Article 4, Section 4.7 of this Agreement, and (b) such part-time employees must take all available hours or arrangements must be made so that all available hours are taken. Any reduction in scheduled employee hours necessary to create a new position within an employee classification shall be made in accordance with seniority, from the least senior to the most senior employee within that classification.

7.6 Employees shall be probationary employees for the first sixty (60) 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. By mutual agreement between the Employer and the Union, probation may be extended an additional thirty (30) days. The provisions of this section shall not apply to employees hired as

temporary summer replacements for a period of 90 days during the period June 1 through September 30, and such employees may be terminated at any time during said period.

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

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

7.9 Loss of Seniority. An Employee's seniority will be lost when he/she:

- (a) Terminates voluntarily;
- (b) Is discharged for just cause; and
- (c) Is laid off for a period of twelve (12) consecutive months;
- (d) If the Employee accepts employment from another Employer during an approved leave of absence or workers' compensation leave, without receiving prior consent from the Employer to do so, which consent shall not be unreasonably withheld; and
- (e) Failure to return to work within five (5) days of notice of recall (such notice shall be sent via certified mail to the Employee's last known address);
- (f) If disabled and unable to work for more than six (6) months from any illness which is not a workers' compensation illness or disability.

ARTICLE 8 - TERMINATION OF EMPLOYMENT

8.1 Employees may not be suspended, demoted or discharged except for just cause. No grievance relating to any disciplinary action shall be valid unless submitted to the Employer in writing within seven (7) 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 furnish the Employer with reasonable proof that such employee could not notify the Employer of his/her absence because of illness or unforeseen emergency, then such employee shall be reinstated without any break in the service record.

ARTICLE 9 – ARBITRATION

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

Step 1. In an effort to develop a good working relationship, employees are encouraged to follow these steps, however, the employee may request assistance from the Union Representative at any time during this Process.

- (a) The employee shall attempt to resolve grievances with his/her immediate supervisor.
- (b) The employee shall attempt to resolve grievances with the Administrator.
- (c) The employee and Union shall attempt to resolve the grievance with the Employer.

Step 2. If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the Agreement, and shall be received by the Employer no later than fifteen (15) calendar days following the Step 1 meeting. Grievances involving the failure of the Employer to grant wage increases in accordance with this Agreement shall be collectible over a period of time covering two years or back to the effective date of this Agreement, whichever is longer.

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

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

Step 4. If the grievance is not resolve in Step 2 or Step 3, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten calendar days following the Step 2 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 form a list of seven neutral arbitrators to be submitted to the parties by Federal Mediation and Conciliation Service. The Employer and Union shall each alternately strike one name, and the order of striking shall be determined by chance. The remaining arbitrator, after each party has made three 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 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.

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

ARTICLE 10 - VACATIONS

10.1.1 Employees shall receive vacation in accordance with the following schedule and provisions. Vacations shall be paid for 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.

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

10.1.2 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 75% of actual work periods contain pay of less than 75 to 67.5 hours. If less than 75% of actual work periods show less than 75 to 67.5 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 Vacation pay for part-time employees shall be on a pro rata basis calculated by dividing the total hours paid 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 8.2.1 of Article 8 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 The Employer will determine, post and keep current an accounting of vacation slots available in each department. 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:

- (a) During the period 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 1.

During the period 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.

- (b) An employee who does not request vacation during the periods specified in 10.4.a., above, shall be able to request any vacation period, if available, in writing at any time during the year after the posting period. 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 days of receipt of the written request. Once such request is approved, it will not be rescinded arbitrarily or capriciously.

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

10.6 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.

10.7 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

10.7.1 Employees with two (2) or more weeks of earned vacation may elect on a voluntary basis to receive payout of 50% of their vacation in lieu of taking vacation on or after the employee's anniversary date.

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 (3) weeks prior to the start of the vacation.

10.9 Employees shall request desired vacation time at least thirty (30) days in advance of the desired time. Vacation request of less than thirty (30) days' notice will be considered by the Employer in consideration of staffing requirements.

10.10 Vacations may be taken in any increments inclusive of weekend days. Employees shall be able to take scheduled weekend days off under the following accrual:

After 1 year	1 weekend off
After 2 years	2 weekends off
After 6 years	3 weekends off
After 10 years	4 weekends off

ARTICLE 11 - REST PERIODS AND LUNCH PERIODS

11.1 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 seventy-three (173) hours worked. Sick leave accumulation shall begin from the first (1st) day of employment, but eligibility for paid sick leave shall not begin until after completion of the probationary period as provided in Article 7, 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 six (6) 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 six (6) in the last paycheck of November of each calendar year. Any employee may elect to accumulate more than six (6) 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 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/her 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.

13.2.1 Funeral Leave: A leave of absence of up to three days (or four days in the event of the death of a spouse) without loss of pay shall be granted in case of a death in the immediate family (parents, grandparents, grandchildren, spouse, children, step-children, brothers and sisters and father- and mother-in-law). In addition, a leave of absence of one (1) day without loss of pay shall be granted in case of death of the employee's aunts or uncles. Such leave shall be of consecutive days, including the day of the funeral, to be taken any time from the date of death and the days before and after, unless different days are agreed to between the employee and the Employer. The employee must attend the funeral in order to receive funeral leave.

An Employee whose immediate family member (as defined in 13.2.1) 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.

13.2.2 In the event of death of a spouse, the employee shall be entitled to up to four (4) days funeral leave extending to the second day following the funeral.

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 (i. e., 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 Employees who are on extended injury or illness leaves or who have been granted personal leaves of absence shall report by phone to their immediate supervisor at least every 30 days to indicate their current status and reaffirm their intent to return to work.

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 without loss of seniority and would reinstate the employee to his/her former schedule of hours and duty assignments at the end of the leave.

13.8 The Company and the Union agree to comply with all Federal and State Family Leave Laws.

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 which were previously granted by Employer outside

of the provisions of the most recent previous collective bargaining agreement entered into by the parties hereto covering any such employee.

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:

- (a) Hire, layoff, demote, promote, transfer, discharge or discipline;
- (b) Maintain discipline;
- (c) Assign and delegate work;
- (d) Determine quality and quantity of work performed;
- (e) Maintain and improve efficiency;
- (f) Require observance of nursing home rules and regulations;
- (g) Direct the working forces;
- (h) Determine the number of hours to be worked;
- (i) Determine the materials, means and type of services provided;
- (j) Determine the methods, supplies and equipment to be utilized;
- (k) Determine methods of compliance with federal and state regulations affecting nursing homes;
- (l) Discontinue jobs because of valid management and economic reasons;
- (m) Decide employee qualifications consistent with federal and state standards; and
- (n) Manage and administer Employer's operation.

It is agreed that the provisions of this Article are subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 18 - NO STRIKE OR LOCKOUT

There shall be no strike, work stoppage, or 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 80% of the cost of single coverage for employees who are regularly scheduled to work more than 40 hours in a two-week work period. Employees who qualify shall become eligible on the first of the month following 90 days of employment.

19.2 The Employer shall make a dental plan available to all employees who are eligible for the Company group health plan.

19.3 The Employer will have a program in place to allow employees to participate in an IRS Section 125 exemption plan. If a 125 plan becomes available for HCSG, it will be offered to all employees.

19.4 The Employer shall provide all employees who have completed their probationary periods:

- (a) who are in the first year of employment - \$4,000.00 paid life insurance;
- (b) who are in the second year of employment - \$5,000.00 paid life insurance;
- (c) who are in the third year or longer of employment - \$6,000.00 paid life insurance.

19.5 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.

19.6 The Employer will make a vision care plan available to all employees subject to the same conditions and premiums as in effect for other employees within the plan.

ARTICLE 20 - MISCELLANEOUS

20.1 Labor-Management meetings shall be set at the discretion of the Union and the Employer. The Employer and the Union will utilize the services of Federal Mediation and

Conciliation Services for the purposes of training and facilitating initial Labor-Management meetings in an effort to create an effective problem solving committee.

20.2 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.

20.3 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.

20.4 Records of disciplinary actions will not be used for purposes of evaluations and discipline if there are no related violations within twelve (12) months of the last violation. The Employer shall give employee written notice of disciplinary measures within seven (7) calendar days, or the first (1st) scheduled day thereafter, following the event leading to the necessity for notice.

20.5 The Employer and the Union agree that there shall be no discrimination against any employee because of his/her race, creed, color, sex, age, sexual preference, marital status including common law relationships, nationality, ancestry, place of origin or political affiliation, family status, or disability.

20.6 In the event the Company establishes a Short Term Disability Plan for other Service and Maintenance employees in other HCSG facilities in the state of Minnesota, the Company agrees to establish this program in exactly the same program terms for the employees under this contract.

20.7 Any changes in the Employer's policies will be posted with a minimum of three (3) days' notice unless otherwise mandated by any regulatory agency.

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

ARTICLE 21 - TERMINATION

21.1 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. .

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

EMPLOYER:

UNION:

HEALTH CARE SERVICES GROUP, INC.
at ROSE OF SHARON MANOR

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1189

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

APPENDIX A - WAGES

HOUSEKEEPING/LAUNDRY:

Starting: **01/01/20**
Wage: **\$11.00**

Credit for experience: **Housekeeping and Laundry Aides with experience will receive a \$.10 experience credit for each year of experience upon hire up to a ten (10) year maximum. New hires will not exceed the pay rate of a current member with the same amount of experience.**

Employees shall receive an across-the-board increase the first full pay period after the following dates:

January 1, 2020	3%
January 1, 2021	3%
January 1, 2022	3%

Preceptor Program: An additional \$0.25 per hour when working as a preceptor for the entire shift.

Grand fathered non-nursing employees shall continue to receive the nurse aide wage increase.

Uniforms: Employees who average forty (40) or more hours in a pay period will receive a uniform allowance of \$40.00 to be paid out once every six months, February and August. Employees who average less than forty (40) hours per pay period will receive a uniform allowance of \$40.00 onetime per year (February). 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 shirt or smock upon termination of employment will be charged the current replacement rate. This amount will be deducted from their last paycheck.

A shift differential of \$0.25 per hour will be paid to the second and third shift. Day shift employees who are asked to come in early or stay late will be eligible for those hours beyond their regular eight-hour shift. Non-traditional late morning and early afternoon shifts will be considered second shifts and qualify for the differential.

LETTER OF UNDERSTANDING

BY AND BETWEEN

HEALTH CARE SERVICES GROUP, INC.
at ROSE OF SHARON MANOR

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189

The parties agree that for the life of the Collective Bargaining Agreement effective October 1, 2012, the following policy will apply:

Where it is necessary for an employee to make up a missed weekend scheduled day(s) due to a sick call, the employee will be rescheduled for a weekend day(s) within two (2) weeks of the occurrence.

Should the employee not be scheduled for makeup of a sick day during that time frame, the obligation to make it up would be null and void.

Dated this _____ day of _____, 2020.

For the Employer

For the Union

Title

Title

LETTER OF AGREEMENT

by and between

HEALTH CARE SERVICES GROUP, INC. at ROSE OF SHARON MANOR

And

UFCW LOCAL 1189

Effective July 1, 2005 the Employer agrees to voluntarily recognize:

1. UFCW Local 1189 as the sole representative of its Health Care Services employees.
2. The current Collective Bargaining Agreement and all of its addendums and extensions.

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

FOR THE EMPLOYER

FOR THE UNION

Title

Title