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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CERENITY SENIOR CARE
OF WHITE BEAR LAKE
AND
UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189

THIS AGREEMENT, made this 1st day of January 2022 by and between CERENITY SENIOR CARE OF WHITE BEAR LAKE 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 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 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 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.

"In good standing," for the purposes of this Agreement, 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 persons covered by this Agreement.

1.2.1 For the purpose of this Article 1, Section 1.2, the execution date of this Agreement shall be considered its effective date.

1.2.2 The forgoing provisions shall not apply to employees working as temporary summer replacements for a period of ninety (90) days during the period May 15 through September 15 of any year.

1.3 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. The written authorization to deduct union dues or fees shall not be irrevocable for a period of more than one (1) year or beyond the expiration of this Agreement, whichever occurs sooner. Such deduction shall be made by the Employer from the

wages of the employees the first (1st) pay period of each month in which a minimum of one day has been worked. 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. This deduction shall be transmitted to the union no later than seven calendar days following the date of deduction. 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.

1.4 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.

1.5 Active Ballot Club: The Employer will deduct contributions to the UFCW Active Ballot Club from the wages of any employee who voluntarily provides the Employer with a written authorization. The Employer will send all such deductions to the Union. The Employer is not responsible for the management or administration of the Club or decisions on Club expenditures.

1.6 The duly authorized representative of the Union may visit Employer's nursing home premises and may confer with the employees of Employer thereat, provided that such visitation does not interfere with the proper conduct of employees' duties and care of the patients or residents.

1.7 The Union Steward or Union Representative may meet with new hires at the end of the orientation session for up to 15 minutes for the purpose of Union orientation. Neither the Union Steward nor the employee will be paid by the Employer while providing this Union orientation.

ARTICLE 2 – CLASSIFICATION OF EMPLOYEES

2.1 Employees are classified as Full-time, Part-time and Casual. Full-time employees are regularly scheduled 80 – 70 hours or 8-10 of at least 7 hours. Part-time employees are anyone regularly scheduled less than 70 hours and more than 16 hours. Casual employees are regularly scheduled each posted schedule. All employees with a regular schedule are part of the bargaining unit.

2.2 Temporary employees are not regularly scheduled.

ARTICLE 3 – PAY PERIODS

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

ARTICLE 4 – HOURS OF WORK

4.1 Work schedules shall be posted at 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. 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.

If regularly scheduled weekends off are available, those weekends will be rotated equally amongst all employees in the department. (i.e., A department or classification is able to schedule employees every third weekend to work it shall be done by rotation within the classification).

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.

4.4 Employees shall not be scheduled to work more than six (6) consecutive days unless overtime is paid starting with the 7th day worked. Consecutive days overtime will be paid through the 10th day. If an employee picks up again on day 11, the six (6) day tracking period for consecutive days begins again. For calculation of consecutive days overtime, vacation, sick and holidays are not included in the six (6) day period.

4.5 Employees may be allowed to work up to eight (8) consecutive days without the obligation on the part of the Employer to pay overtime in the following instances:

4.5.1 An employee accepts additional hours by virtue of Article 7.5, and

4.5.2 An employee asking and receiving written permission to switch a posted scheduled day(s) with another employee.

4.6 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.

4.7 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.

4.8 TMAs will be guaranteed the TMA rate for the entire shift on the days they are scheduled and worked as TMAs and perform TMA duties.

4.9 Overtime pay shall be one and one-half (1½) times the regular rate of pay. All employees shall be paid overtime for all hours worked over eight (8) hours per day, or forty-eight (48) hours in a work week, or eighty(80) hours in a two (2) week work period. Overtime payments shall not be pyramided. Sick, vacation, and holidays are not included in calculation of overtime. A two (2) week work period shall begin with the start of the A.M. shift on a designated Thursday morning and end with the close of the P.M. shift on a designated Wednesday night two (2) weeks or fourteen (14) days later.

4.10 All employees on all shifts shall be required whenever reasonably possible to give Employer four (4) hours notice if they are unable to report for work.

4.11 Twelve (12) or Ten (10) Hour Shifts: Based on available postings, employees may elect to be regularly scheduled to work twelve (12) or ten (10) hour shifts. All employees regularly scheduled to work twelve (12) or ten (10) hour shifts shall be paid overtime for all hours worked over twelve (12) or ten (10) hours per day and forty (40) hours in a one (1) week work period.

4.12 All shift exchanges must be preapproved by the department manager or designee. A shift exchange cannot result in an employee being put into overtime status. Casual staff cannot be used for shift exchanges unless there is no other need by the department for that day.

Even exchanges: Equal exchanges of shifts between two (2) employees in the same pay period. There will be no limit on even exchanges.

Uneven exchanges: Exchanges of shifts between two (2) employees that result in a decrease of scheduled hours that pay period for one employee.

.6 – 1.0 FTE (48-80 hours per pay period)

.2 - .5 FTE (16-40 hours per pay period)

A trade is defined at 1 – 3 consecutive days.

Vacation pay will be used for one of the uneven trades.

Trade options will not be cumulative from month to month.

ARTICLE 5 – MINIMUM SCHEDULE OF WAGES

5.1 The minimum wage scale shall be as set out in Appendix A here to.

5.2 Any hour paid shall be considered an hour worked for purposes of computing any employee benefits (e.g. sick accrual, vacation accrual and pension) under this Agreement. Vacation hours “cashed-out” in lieu of time off are not considered hours worked for the purposes of this Article.

5.3 Upon completion of the probationary period, employees who have previously worked for the Employer and return to work for the Employer within three (3) years shall receive full credit for their prior experience, for the purpose of determining the appropriate wage rate. When an employee with experience is hired from another nursing home the Employer will follow the "Rules for Assigning Experience Credit" as set out in Appendix A. The Employer shall record in the personnel file that the employee was given experience credit for wage purposes.

5.4 When an employee transfers from one department classification to another within the same pay classification, there will be no leapfrogging of existing employees within the same pay classification and same years of experience with the Employer.

5.5 PREMIUM PAY:

5.5.1 PRECEPTOR PREMIUM PAY: (\$0.50/hr) NAR preceptors who train students on their unit will receive the \$0.50/hr preceptor premium pay. The Employer will pay \$0.50/hr preceptor pay to employees (for all departments), who are designated by the Employer to train or orient other employees, for all hours worked as a preceptor.

5.5.2 TMA PREMIUM PAY: (\$1.00/hr) Employees scheduled to work as TMA's shall receive \$1.00/hr TMA premium pay for all such scheduled and worked hours.

5.5.3 NIGHT SHIFT PREMIUM PAY: (\$0.65/hr) Employees scheduled to work third shift shall receive \$0.65/hr night shift premium pay for all such scheduled and worked hours.

5.5.4 ALA CARTE COOKING: **Grandfather in the over scale dietary employees who receive the current rate of ALA CARTE COOKING of \$.30/hr.**

5.5.5 The employer will notify the Union of any bonus or incentive programs. Nursing casual employees will not receive pick-up bonus pay until they have worked four (4) shifts in the same month.

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, and Christmas Day. The Christmas and New Year's holiday will begin with the start of the afternoon shift (2:00 P.M. or later) on Christmas Eve and New Year's Eve and end with the conclusion of the day shift on Christmas Day and New Year's Day. For those afternoon shifts starting before 2:00 P.M. on the eve, the majority of hours worked on the eve will determine the shift to be considered for holiday pay.

6.2 Full-time employees working on any of the above holidays shall receive double their regular rate of pay for the number of hours worked on the holiday.

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.

Full-time employees who are scheduled to work on a holiday but who do not work on a

holiday shall not receive holiday pay, except in case of excused absence or illness where satisfactory proof of such illness is furnished by the employee.

6.3 Regular part-time employees who work on any of the above holidays shall receive double their regular rate of pay for the number of hours worked on the holiday.

Regular part-time employee who do not work the holiday shall not receive holiday pay.

6.4 Employees scheduled to work a holiday will not be required to take a compensatory day off unless they choose to do so.

6.5 “Employees will be scheduled to work the following holidays every other year:

- Thanksgiving and the Friday after Thanksgiving.
- Christmas Day and Christmas Eve.
- New Year’s Eve and New Year’s Day.

6.6 The employer agrees to amend language and part out the floating holiday. This does not add additional time, just labels the time correctly in the Collective Bargaining Agreement.

If an employee is scheduled to work on Thanksgiving, he/she will not be scheduled to work the Friday after Thanksgiving. If an employee is scheduled to work on Christmas Day, he/she will not be scheduled to work on Christmas Eve. If an employee is scheduled to work on New Year’s Eve, he/she will not be scheduled to work on New Year’s Day. These days will be alternated every year. This will not be used to schedule employees into overtime and regular schedules will be adjusted if necessary.”

ARTICLE 7 – SENIORITY

7.1 SENIORITY DEFINITIONS: Seniority shall be defined as the continuous length of service with the Employer for an employee since their most recent date of hire. Except as provided below, this date shall be used for other conditions of employment where length of service becomes an issue (benefit eligibility, etc.).

SENIORITY CLASSIFICATIONS:

There shall be separate classification lists (nursing assistants; housekeeping aides; laundry aides; therapy aides; dietary aides; cooks; medication aides; assistant cooks; maintenance workers) within the bargaining unit of full and regular part-time employees for purposes of job bidding, intermittent work and permanent reductions of hours or lay off. An employee shall carry their original classification seniority in the event of an involuntary change of classification. In the event of a voluntary classification change, the employee shall be assigned a new classification date. The Employer will indicate in writing whether a classification change was voluntary or involuntary. Employees regularly working in more than one classification shall retain seniority in both classifications.

7.2.2 TMA Seniority shall be defined as; Employees who become TMA’s or are hired as

TMA's after October 1, 2007, shall be placed on a TMA Seniority List based on the first day they worked as a TMA. Employees working as TMA's prior to October 1, 2007, shall be placed on the list based on their date of hire as NAR's. The Employer shall award TMA hours from the list based on seniority.

7.2.3 SENIORITY LIST

The Employer will establish, maintain and post a current Seniority List at all times. The list will be posted quarterly.

7.3 PERMANENT REDUCTION OF HOURS OR LAY-OFF:

7.3.1 In reducing the number of employees or in making a permanent reduction in hours, the Employer will determine the number of positions and/or hours to be reduced within the classification. The least senior employee within the affected classification shall be the first employee laid off or reduced.

7.3.2 Before an employee is laid off or reduced in hours, he/she shall be offered an opportunity to select from vacant positions for which the employee is qualified or could become qualified within five (5) working days.

7.3.3 If no vacancy exists for which the employee is qualified or the employee accepts a position that is non-similar in nature, the employee retains the right to be recalled to a similar position for which he/she is qualified or could become qualified within five (5) working days. Similar position means a defined position with an equal number of hours and equal pay.

7.3.4 Employees shall have recall rights for a period of one (1) year unless classification seniority is terminated. Classification seniority shall be terminated for the following reasons:

- (a) Voluntary termination.
- (b) Termination of employment.
- (c) Failure to accept additional similar position hours a second (2nd) time an offer of such hours is made.
- (d) Failure to return to work from a fully lay off within seven (7) days, by registered mail notification of a similar position available, will be considered a voluntary termination.
- (e) Failure to return from an approved leave of absence.

7.3.5 Employees on lay-off or with reduced hours who are presently qualified shall be given first opportunity to work intermittent shifts in their classification prior to those shifts being given to temporary casual employees, non-bargaining unit employees or employees who have not had their hours reduced. A bona fide attempt by the Employer to contact the employee shall be taken as notice under this provision.

7.4 TEMPORARY REDUCTION OF HOURS: In the event the Employer determines a need to temporarily reduce the number of employees scheduled, by classification and shift because of changes in staffing needs, the following procedure will be utilized:

- A. Not replacing sick calls or no shows,
- B. Volunteers by seniority,
- C. Employees who picked up hours in the reverse order that they were awarded,
- D. The least senior employees on the affected shift.

7.4.1 In the event an employee has his/her hours involuntarily reduced under this section by more than eight (8) shifts within two (2) consecutive months, the Employer will review the staffing needs in the employee's classification and determine if permanent reductions need to be made in accordance with Article 7(C). If permanent reductions are not needed, further involuntary reductions may not be used in this instance.

7.5 TEMPORARY VACANCIES: The Employer will keep a staffing book in the break room with known temporary available hours. Employees may sign up for those hours and they will be filled on a seniority basis using the following criteria:

- 1) Straight time hours
- 2) Overtime hours
- 3) Shifts/hours will be awarded fourteen (14) days prior to their start by seniority. If these hours are not filled, they will be awarded to the first employee signing and dating the staffing book. Employees shall sign and date the staffing book at the time of sign-up for any available hours.

Employees willing to be called when unknown hours become available shall sign in the staffing book. The hours will be awarded by seniority. (1) Straight time hours (2) Overtime hours.

7.5.1 AVAILABLE HOURS CANCELTION

The Employer must make a bona fide attempt to notify the affected employee prior to the start of the shift, or the employee will receive a minimum of two (2) hours work. If the employee refused the work, they will lose the two (2) hours of pay.

7.6 VACANCIES/NEW POSITIONS:

7.6.1 Vacancies or new positions shall be granted to the senior employee within the classification provided the employee currently possesses the necessary capabilities to perform the work. 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 the following order: seniority within the classification, building seniority outside the classification, candidates from outside the building.

7.6.2 All vacancies setting forth the job classification and schedule of work hours available shall be bulletined for seven (7) consecutive calendar days including weekends and holidays. All postings shall list the date the vacancy was posted and the date it is to be removed for the posting

board. Should no current employees sign for the vacancy the Employer may fill the position as they see fit or re-post the position as stated above.

7.7 PROBATIONARY PERIOD: Employees shall be probationary employees for the first sixty (60) calendar days of employment or for the first fifteen (15) days actually worked, whichever is the greater period 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. Such probationary period may be extended by an additional thirty (30) calendar days, or for nine (9) additional days actually worked, depending upon how the probationary period is calculated under the first sentence of this Section 7.7, if requested of the Union by Employer in writing. 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 May 15 through September 15, and such employees may be terminated at any time during said period.

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

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

7.10 Seniority shall accrue from the date of hire and shall not be based on total hours worked by any employee.

The Employer will supply the Union Stewards with a list of new hires after the probationary period of sixty (60) days.

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) 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 Employees covered by this Agreement electing to resign or quit their employment shall give the Employer two (2) week's written notice and shall continue in the Employer's service during this two (2) week period, with the exception that the employee may leave sooner when competent replacement can be made by the Employer. The Employer is to furnish printed forms of such resignation. Employees who terminate their employment without giving the Employer the required notice or leave their employment before the end of the two (2) week period shall forfeit all accrued vacation time since their last anniversary date of employment and other benefits to which such employees may be entitled, except wages earned and earned vacation pay through the date of their last employment. The Employer shall give regular full-time employees two (2) weeks 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 If the employee fails to report for 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 three (3) days 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 – 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.

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 this Agreement, and shall be received by the Employer no later than fifteen (15) calendar days following the Step 1 meeting. Grievances relating to wages shall be timely if received by the Employer no later than sixty (60) calendar days following the date of receipt of the check by the employee.

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 parties are unable to resolve the grievance in Step 2 they may, by mutual agreement, take this matter to Federal Mediation and Conciliation Services. It shall be non-binding unless the parties agree in advance to adhere to the decision of the mediator. The Union and employer recognize the importance and value of seeking mediation before resorting to arbitration.

Step 4. If the grievance is not resolved in Step 2 or Step 3, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) calendar days following the Step 2 or Step 3 mediation 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 five (5) 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, with the party requesting the arbitration making the first and third strikes. The remaining arbitrator, after each party has made two (2) 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 Employees shall receive vacations 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.

10.1.1 Employees who have completed one (1) year of service – one (1) week of vacation. (.0200 hours per compensated hour). This may include not less than one (1) weekend, or two (2) individual weekend days if requested. **Employees shall be entitled to use vacation after ninety (90) days of continuous service in an eligible status. Vacation is employer sponsored for the first thirteen (13) months and will not be paid out if no longer employed in an eligible status or termination until the 12th month.**

10.1.2 Employees who have completed two (2) years of service - two (2) weeks of vacation. (.0400 hours per compensated hour). This may include not less than two (2) weekends or four (4) individual weekend days if requested.

10.1.3 Employees who have completed six (6) years of service - three (3) weeks of vacation. (.0600 hours per compensated hour). This may include not less than three (3) weekends or six (6) individual weekend days if requested.

10.1.4 Employees who have completed twelve (12) years of service - four (4) weeks of vacation. (.0800 hours per compensated hour). This may include not less than four (4) weekends or eight (8) individual weekend days if requested.

10.1.5 Employees who have completed fifteen (15) years of service shall receive four (4) weeks of vacation plus one day. (.0840 hours per compensated hour) effective on anniversary date following ratification. This may include not less than for (4) weekends or eight (8) individual weekend days if requested.

10.2 All employees shall earn pro-rated vacation based on all hour paid in an anniversary year.

The maximum accrual will be forty hours for each week they are entitled to. Employees shall be entitled to remain away from work for seven (7) days for each week of vacation.

10.2.1 TMA's and cooks will receive applicable differential pay with their vacation pay if regularly scheduled for the shift as a TMA or cook.

10.3 Employees who are out of work on Workers Compensation will be credited vacation benefits for a period of 90 days. The credited vacation benefits will be based on the employees authorized hours per pay period.

10.4 During the month of November, each year, each department will post a vacation availability schedule. This schedule will remain up for a period of thirty (30) days. During this time vacations will be awarded for the following calendar year based on seniority as defined in Article 7.1 & 7.2. Classification seniority will apply.

10.4.1 Employees who sign up for vacation during the November sign-up will receive written response to their request by December 15th. After awarding of vacation, the calendar will be in a locked glass cabinet for the employees to see. And, will be updated when the employer deems necessary.

10.4.2 Employees not choosing vacation during the thirty (30) day sign-up period will forfeit vacation rights by seniority and remaining vacation periods will be awarded on a first come first serve basis for that vacation year. **Vacation requests made outside of that thirty (30) day sign-up period shall be approved or denied with seven (7) calendar days. Associates must fill out a form to request vacation and have the manager sign, accepting the form, to have the 7 days count.**

10.5 Employees who are terminated by the Employer or resign and give the proper written notice of resignation, as required in Section 8.2 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.

10.6 Vacation pay shall not be cumulative from year to year, except that employees with two (2) or more weeks of earned vacation pay may elect, to carry-over up to five (5) days of vacation into the next anniversary year. The maximum five (5) days shall be based upon the employee's normally scheduled shift length up to a maximum of forty (40) hours carry-over in case of an employee whose normal shift length is eight (8) hours. The employee must then use the vacation time that was carried over within **one hundred eighty (180) days** after the employee's anniversary date. Any carried-over amount not used within **one hundred eighty (180) days** of the employee's anniversary date shall be forfeited.

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

10.8 All employees who have completed a minimum of two (2) years of service may be paid in lieu of taking vacation, up to one (1) week, prorated to a maximum of forty (40) hours per anniversary year. To ensure proper payment, a request must be submitted to the departmental director prior to payroll/timecard processing. The employee will indicate on the timecard the pay period for which the request is made.

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. This accumulation shall continue to a maximum of sixty (60) days, four hundred eighty hours (480). 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 Article 7, Section 7.7 of this Agreement and shall apply only to illnesses 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. Except as provided in Article 12, Section 12.4 of this Agreement, no sick pay shall be paid for the first day of any period of illness. In any event, 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 Sick pay shall not be granted from absences for work on the day immediately preceding or following a holiday, or weekend, 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 illness or injury from a physician. Employees with over eighty (80) hours of sick time shall be eligible for sick pay as stated in Section 12.4.

12.4 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. If regularly scheduled for shift as a TMA or cook, will receive applicable differential pay. Any employee accumulating more than ten (10) full-time working days (or eighty (80) hours) of sick leave shall be eligible for pay for the first day of any period of illness. An employee who works at least 1/2 of their shift and goes home sick shall have that considered the first day of the illness.

12.5 Employees who as of December 31 of each year have between 100 and 299.9 hours of sick leave shall be awarded one additional day (8 hours) off. Employees who have 300 sick hours, but less than 480 sick hours shall be awarded two (2) additional days (16 hours) off (normal schedule days). Employees who have 480 sick hours shall be awarded three (3) additional days (24 hours) off. The employees shall have the hours deducted from their bank and transferred to their vacation hours on payroll records and can be used accordingly. The employer will transfer the hours and update the payroll records as of the first full pay period in January each year.

ARTICLE 13 – LEAVES OF ABSENCE

13.1 Jury Duty: Full time and regular part time employees who are 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/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 the Employer the jury duty pay for the period 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 up to three (3) days up to the day after the funeral or service without loss of pay shall be granted in case of death in the immediate family (parents, stepparents, grandparents, grandparents in-law, spouse, children, grandchildren, brothers, sisters, step-siblings, current parents-in-law, significant other, legal guardian). Such leave shall be the day of the funeral 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.

13.3 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.

13.3.1 The Employer will comply with state and federal leaves and if the employee qualifies for more than one type of leave, the leaves will run concurrently. Leaves will not be used back to back or consecutively. The employee must use all available paid time during the leave prior to the leave being unpaid.

13.3.2 An employee who has qualified for a LOA under the guidelines of the FMLA and who has exhausted all of their current available benefits of vacation, sick leave and holidays will qualify for a voluntary transfer of vacation, or floating holidays from other employees. An employee who elects to transfer some of their benefits to another employee must transfer a minimum of eight (8) hours. Any and all benefit hours transferred, will be paid at the recipient's regular rate of pay at the time of the transfer.

An employee qualifying for a benefit transfer that had signed up and had been granted vacation under Article 10, Section 10.4, shall be allowed to take the time off even if vacation pay is exhausted due to the LOA. Should the employee no longer desire the scheduled vacation time, she or he shall notify the Employer as soon as possible so the Employer can offer that vacation time to other employees.

13.3.3 Should the employee be able to return sooner, and the Employer needs help, the return to same shift and classification shall be accomplished upon the first schedule written after return.

13.4 Personal Leave of Absence: An employee who has completed probation 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 hire changed because of a leave of absence.

13.6 An employee returning from a medical leave of absence (180 days or less) shall be returned to the same shift and classification held prior to the leave. The Employer shall be obligated by this provision if a two (2) week notice of return is provided by the employee.

ARTICLE 14 – SUCCESSORSHIP

14.1 In the event of any sale, purchase, merger or other transaction affecting ownership of Employer's business or ownership of the assets of Employer's business, Employer shall make known to the Union prior to said transaction the nature of the transaction and further, shall make known to all parties to the transaction the terms and conditions of this Collective Bargaining Agreement. Following any such transaction, Employer shall use its best efforts to assure that:

14.1.1 All employees shall be provided employment by the successor employer;

14.1.2 A new seniority list shall be drafted and posted by the successor employer upon which the seniority of each employee will date from his/her earliest date of employment with Employer and/or the successor employer;

14.1.3 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 employees with the Employer or the successor employer; and

14.1.4 Service by the employees with Employer shall be included whenever continuous service is required for other benefits or practices instituted by the successor employer.

ARTICLE 15 – MINIMUM STANDARDS

15.1 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 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 law.

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:

17.1.1 Hire, layoff, demote, promote, transfer, discharge or discipline for just cause;

17.1.2 Maintain discipline;

17.1.3 Assign and delegate work;

17.1.4 Determine quality and quantity of work performed;

17.1.5 Maintain and improve efficiency;

17.1.6 Require observance of nursing home rules and regulations;

17.1.7 Direct the working force;

17.1.8 Determine the number of hours to be worked;

17.1.9 Determine the materials, means and type of services provided;

17.1.10 Determine the methods, supplies and equipment to be utilized;

17.1.11 Determine methods of compliance with federal and state regulations affecting nursing homes;

17.1.12 Discontinue jobs and subcontract bargaining unit work because of valid management and economic reasons;

17.1.13 Decide employee qualifications consistent with federal and state standards; and

17.1.14 Manage and administer Employer's operation.

ARTICLE 18 – NO STRIKE OR LOCKOUT

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

ARTICLE 19 – HEALTH AND HOSPITALIZATION PLAN

19.1 The Employer will make available a hospital and medical plan. The specifics of the 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.

19.2 Employees may only elect coverage when coverage is first made available, at open enrollment annually or if an IRS qualifying event occurs. The employee must serve any waiting period and pre-existing condition limitations as required for any new enrollee.

19.3 The Employer shall contribute toward the cost of single employee coverage of such a plan for participating employees as follows:

19.3.1 Employees who are authorized at 60 hours per pay period will pay 20% of the premium for single coverage and the Employer will pay 80% of the cost of single coverage. The Employer will pay an additional \$50.00 per month toward the cost of single plus one and family coverage.

19.4 Employees authorized at 72 – 80 hours per pay period will be eligible for a single coverage employer paid dental plan. An option to buy family coverage will be available at the employee's expense. Part-time employees with authorized hours of sixty (60) or more hours will be allowed to participate in the Employer's dental plan as well as the vision coverage at the employee's expense. Employees may only elect coverage when coverage is first made available, at open enrollment annually or if an IRS qualifying event occurs. The employee must serve any waiting period and pre-existing condition limitations as required for any new enrollee.

ARTICLE 20 – PENSION PLAN – RETIREMENT SAVINGS

20.1 To participate in the Cerenity Senior Care 401(a) plan, employees must meet eligibility requirements as set forth in the Cerenity Senior Care Plan Document.

20.2 Employees are eligible to participate in the Cerenity Senior Care 403 (B) savings

program as stated in the plan summary. There shall be no employer match to the 403 (B) savings plan during the term of the agreement. However, if the employer reinstates their match to non-contract employees, UFCW Local 1189 members shall receive the same level of funding.

ARTICLE 21 – WAGE AND FRINGE BENEFIT IMPLEMENTATION AND CONTINUITY

21.1 The wage and fringe benefit provisions of this Agreement shall remain effective only so long as state and federal statutes and rules or interpretations thereof, in effect as of July 1, 1985, remain unchanged. If such statutes and rules, or interpretations thereof, change so as to affect per resident, per diem reimbursement rates paid to Employer for nursing home care, then the wage and fringe benefit provisions of this Agreement shall be void. Upon the giving of ten (10) days written notice from either party to the other, the parties hereto shall enter into negotiations as to such wages and fringe benefits.

21.2 Employer shall not be required to implement or pay any wage and fringe benefit increases required by this Agreement if Employer does not receive a rate increase as measured by the percentage increase of such per resident, per diem rate over and above the previously existing per resident, per diem rate that is at least as great as the percentage increase proposed in the wage scale, including lane changes, and fringe benefit increases.

ARTICLE 22 – NON-DISCRIMINATION

22.1 The Employer or the Union shall not discriminate against any employee covered by this agreement because of membership in the Union or Union activities or on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, status with regard to public assistance, or disability.

ARTICLE 23 – MISCELLANEOUS

23.1 Labor-Management meetings shall be set at the discretion of the Union and the Employer.

23.2 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.

23.3 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.

23.4 Uniform Replacement: If a department uniform style is changed more frequently than every twenty-four (24) months, the Employer will absorb the cost of the uniform change.

ARTICLE 24 – TERMINATION

24.1 This Agreement shall be in effect from and including January 1, 2022, and up to and including the 31st day of December, 2023. This agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other of the proposed termination or modification of this Agreement at least ninety (90) days prior to December 31, 2023, or prior to the end of any renewal year, as the case may be. Notwithstanding the foregoing, this Agreement may be reopened for negotiations by either party under the following conditions and limitations:

- The Valu-Based Reimbursement (VBR), Minn. Stat. sec. 256B.441, Laws of Minnesota 2015, chapter 71, article 6, sections 9, 11-35, and 41-44, is repealed in whole or in part, or is modified, in regard to the rate-setting procedures for Care Related Costs, other Operating Costs, and External Fixed Costs: and,
- The reopener negotiations are limited to the subjects of wages, health and welfare benefits, and health and welfare costs: and,
- The party desiring reopener negotiations gives the other party at least forty-five (45) days' written notice of the reopener negotiations: and,
- The reopener notice is given within a thirty (30) day time period beginning on the date the governor signs the repealed or modification legislation, or on the date the repealed or modification legislation becomes law without the governor's signature.

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

EMPLOYER:
CERENITY SENIOR CARE
of WHITE BEAR LAKE

UNION:
UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1189

By: Wend Kohler

By: Diana Taster-James

Title: Cathy Rehnert Manager

Title: Union Representative

Date: 1/4/2022

Date: 01/04/2022

APPENDIX “A” – MINIMUM SCHEDULE OF WAGES AND RULES FOR ASSIGNING
EXPERIENCE FOR CREDIT

The Employer will provide the Union notice of any bonus programs.

Position	NH	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs
NAR/Maintenance	\$16.75	\$16.83	\$16.91	\$16.99	\$17.07	\$17.16	\$17.25	\$17.34	\$17.43
Cook	\$16.00	\$16.08	\$16.16	\$16.24	\$16.32	\$16.40	\$16.48	\$16.56	\$16.64
Culinary Aide	\$15.00	\$15.08	\$15.16	\$15.24	\$15.32	\$15.40	\$15.48	\$15.56	\$15.64
Housekeeping/Laundry	\$15.00	\$15.08	\$15.16	\$15.24	\$15.32	\$15.40	\$15.48	\$15.56	\$15.64

Off scale employees shall receive a 5% increase on January 6, 2022.

2% increase January 5, 2023 to the scale and off scale employees.

* See page 21 for rules on assigning experience credit.

Credit for experience for new hires after ratification: prior experience of up to eight (8) years will be reduced by one (1) year for the wage placement of new hires. This credit may be granted after probationary period to the employees who provide documentation of experience hours. Such documentation must be provided within sixty (60) days of the hire date to be honored.

Employees in non-nursing who become certified as Nursing Assistant will receive an increase equal to the difference in the pay scales between their current classification and NARs. (i.e. A Dietary Aide with three [3] years of experience would become a NAR placed at three [3] years of experience), upon successful completion of a sixty (60) day trail period. These employees will be placed at the bottom of the seniority list for the new classification. Employees who are unable to successfully complete the sixty (60) day period will be moved back to their original position and rate of pay.