

AGREEMENT
BETWEEN
OAKLAWN HEALTHCARE CENTER
AND
THE UNITED FOOD AND COMMERCIAL WORKERS
UNION DISTRICT LOCAL 663

EFFECTIVE:
JANUARY 1, 2020
THROUGH
DECEMBER 31, 2022

**COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN
OAKLAWN HEALTH CARE CENTER AND UNITED FOOD AND
COMMERCIAL WORKERS INTERNATIONAL UNION,
LOCAL NO. 663**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. RECOGNITION OF THE UNION	2
ARTICLE 2. PAY PERIODS	3
ARTICLE 3. HOURS OF WORK.....	3
ARTICLE 4. MINIMUM SCHEDULE OF WAGES.	7
ARTICLE 5. NATIONAL HOLIDAYS.....	10
ARTICLE 6. PAID TIME OFF	12
ARTICLE 7. SENIORITY	15
ARTICLE 8. TERMINATION OF EMPLOYMENT.....	16
ARTICLE 9. ABSENTEEISM/TARDINESS.....	18
ARTICLE 10. PROMOTION AND TRANSFERS.....	18
ARTICLE 11. POSTING.....	19
ARTICLE 12. ARBITRATION	19
ARTICLE 13. REST PERIODS AND LUNCH PERIODS.....	21
ARTICLE 14. NON-WORK RELATED INJURIES AND MEDICAL CONDITIONS.....	21
ARTICLE 15. LEAVES OF ABSENCE	22
ARTICLE 16. SUCCESSORSHIP	27
ARTICLE 17. MINIMUM STANDARDS	27
ARTICLE 18. SEVERABILITY CLAUSE.....	27
ARTICLE 19. MANAGEMENT RIGHTS	28
ARTICLE 20. NO STRIKE OR LOCKOUT	29
ARTICLE 21. HEALTH AND HOSPITALIZATION PLAN	29
ARTICLE 22. UNIFORM ALLOWANCE	29
ARTICLE 23. WAGE AND FRINGE BENEFIT IMPLEMENTATION AND CONTINUITY.....	29
ARTICLE 24. MISCELLANEOUS	30
ARTICLE 25. TERMINATION	31

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THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement"), made as of the 1st day of January, 2020, by and between Oaklawn Health Care Center (hereinafter referred to as "Employer") and United Food and Commercial Workers International Union, Local No. 663 (hereinafter referred to as "Union"). The foregoing provisions shall only apply to union members as defined herein.

ARTICLE 1.
Recognition of the Union

1.1. Oaklawn Health Care Center is an open shop in its recognition of the Union. Employer recognizes Union as the representative of its regularly scheduled union members working in excess of thirty-two (32) hours per month who voluntarily choose to join the Union and pay Union dues. Employees eligible for choosing Union membership shall be limited to regularly scheduled employees working in excess of thirty-two (32) hours per month, excluding casual employees, registered nurses, licensed practical nurses, office clerical employees, the administrator, director of nursing, supervisors and guards, as defined in the National Labor Relations Act, as amended.

1.2 The following employees shall not be eligible for union membership: employees working as meal companions; working on a casual basis as part of a float pool; or 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. Check-off: The Employer agrees to deduct Union initiation fees, dues and uniform assessments from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall be irrevocable for a period of one year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from wages of Employees on a monthly basis and will be transmitted to the Union within ten (10) days after such deduction. The Union will supply to the Employer sufficient number of check-off authorization cards, which the Employer shall give to each new Employee at the time they are hired.

The Union shall indemnify and hold the Employer harmless against any and all such claims, demands, suits, or other forms of liability that shall arise out of any of the monies deducted and forwarded by the Employer to the Union in reliance upon employee deduction authorization cards submitted to the Employer, or in the event that the Employer removes an employee from his/her job upon notification from the Union to do so.

The Employer agrees to deduct contributions to the United Food and Commercial Workers International Union Active Ballot Club (ABC) Political Action Committee from the paychecks of all

workers who sign political check-off forms. The Employer agrees to deduct contributions from a worker's paycheck beginning the first payroll period after the Union provides the Employer with a check-off form signed by the worker. The Employer will cease deducting contributions from those workers who the Union notifies the Employer in writing have revoked their check-off authorization. The Employer agrees to forward all contributions to the Union per current practice.

1.4 Union shall refund promptly any dues found to have been improperly deducted and transmitted to Union and to furnish Employer with a record of such refunds.

1.5 Representatives of Union may visit Employer's nursing home premises for the purpose of discussing grievances and other Union matters with union members. Such discussions shall take place at such times and places as are mutually agreed to between Employer and Union. The parties shall cooperate in arranging such discussions so that there will be no disturbance to patients or residents or interruption in providing cares to such patients or residents. Such Union visitation shall last no longer than reasonably necessary to transact Union business.

1.6 Upon the request of Union, Employer shall provide a room for Union representatives and union members to talk in private, provided such a room is then available for such purpose.

1.7 Upon the request of Union, Employer shall provide a room for Union representatives to answer questions of general interest with union members, provided such a room is then available for such purpose.

1.8 Upon the request of a union member, a Union steward or representative shall be present at such time as a union member is being formally disciplined (suspended or discharged).

1.9 No union member shall be discriminated against on the basis of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, union affiliation, or status with regard to public assistance.

ARTICLE 2.
Pay Periods

2.1 Employees shall be paid at least every two (2) weeks. Employer shall show on each paycheck accumulated hours worked to date by each employee since such employee's last pay raise.

ARTICLE 3.
Hours of Work

3.1. Work schedules shall be posted in ink at least two (2) weeks prior to the start of a work period. Employees shall normally be scheduled so that they shall not be required to work more than two (2) weekends out of four (4), except in cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving patients or residents of needed care or by mutual agreement between Employer and the employee. 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. No employee shall be scheduled to work more than six (6) consecutive days. An Employee who agrees to work a seventh (7th) consecutive day shall not be paid overtime for such seventh (7th) day. Overtime shall be paid to an employee who works in excess of seven (7) consecutive days, except in the following instances: such employee signs a waiver agreeing to work such days in excess of seven (7) consecutive days at the employee's regular rate of pay; such employee voluntarily participates in an approved schedule trade during the consecutive day period; maintenance personnel who are called in to work on a situation beyond the control of the Employer or assigned to make a brief boiler check on a Saturday and/or Sunday. Any such waiver shall be forwarded to the business office of Union upon its execution.

3.2 Should Employer find it necessary to reduce scheduled hours on a posted schedule, Employer shall utilize the following procedure:

3.2.1. Before the Start of a Shift: Employer shall prepare a list by department of employees who have submitted a written request on Employer's form to voluntarily relinquish scheduled hours. The most senior employee on such list shall be the first to have hours reduced on the date and shift affected. Such employee shall be notified at his or her place of residence. If Employer is unable to contact the most senior employee on the list, Employer shall then attempt to contact employees in order of seniority for the date and shift in question, until enough employees are contacted to relinquish the necessary scheduled hours. If after exhaustion of any such departmental list Employer must further reduce scheduled hours, Employer may reduce scheduled hours beginning with the least senior scheduled employee. Employer shall directly notify the least senior scheduled employee of the date and shift on which his or her schedule will be changed. If Employer is unable to contact the least senior employee scheduled, Employer shall then attempt to contact scheduled employees in order of reverse seniority for the date and shift in question, until enough employees are contacted to relinquish the necessary scheduled hours.

Employer's efforts at contacting employees, as set out herein shall be documented by Employer maintaining a list of employees' names, phone numbers and time of calls to such employees. Maintenance of this list shall be conclusively accepted by Union as justification for Employer altering any affected employees' schedule.

If Employer is unable to directly contact sufficient employees for the necessary hour reductions, Employer shall reduce hours by reverse seniority by placing a note to that effect in place of the affected employees' badge prior to the start of the shift.

3.2.2. After the Start of a Shift: When Employer finds it necessary to reduce scheduled hours of employees who have begun their shift and who have not been previously given notice not to report to work, Employer shall seek volunteers from the employees currently working on the shift in the affected department. If there are insufficient volunteers for reduced hours, Employer shall reduce the hours of the employees by reverse seniority. Employees who have their hours reduced in this manner shall receive the lesser of four (4) hours pay or pay for their scheduled hours if such scheduled hours are less than four (4) hours.

Employer shall use its best efforts not to dismiss employees under this Section 3.2.2, who have worked more than seven (7) hours on a given shift.

3.3. Employees reporting for work at their regularly scheduled starting time who have 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 Employer to contact any such employee shall constitute notice under this Section 3.3.

3.4 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:

3.4.1. except for employees agreeing to work less than four (4) hours when requested to work for four (4) or more hours where consent thereto occurs in the form of a waiver signed by any affected employee;

3.4.2. except for maintenance personnel who are called in to work on an emergency situation (a situation beyond the control of Employer) for which such maintenance employee shall receive a minimum of one (1) hour's pay or actual time spent, whichever is greater;

3.4.3 and except for education or staff meetings for which an employee shall receive a minimum of one (1) hour's pay or actual time spent at such education or staff meetings, whichever is greater. The Employer will attempt to schedule such meetings in conjunction with a normal shift.

3.5. The provisions of Sections 3.3. and 3.4. of this Agreement, shall not apply to employees who are scheduled to work, or who are called in, to replace employees on a shift of less than four (4) hours.

3.6. Employer may continue to schedule shifts of less than four (4) hours where such a practice existed prior to the date of this Agreement. In addition, Employer may, in the future, schedule additional shifts of less than four (4) hours where requested by an employee or employees or where consent thereto occurs in the form of a waiver signed by any affected employee.

3.7. Overtime pay shall be one and one-half (1.5) times the regular rate of pay. All employees shall be paid overtime pay for all hours worked over eight (8) hours per day or eighty (80) hours in a two (2) week pay period. With the approval of the Administrator of Employer, overtime may be paid for consecutive hours worked over eight (8) when such hours overlap into two (2) calendar dates. Overtime payments shall not be pyramided.

3.8. All employees on all shifts shall be required, whenever reasonably possible, to give their Department Director or the Charge Nurse four (4) hours' notice, with a minimum of two (2) hours' notice, if they are unable to report for work.

3.9. Non-dietary supervisory personnel shall not be scheduled to do more than two (2) hours of bargaining unit work per day. Dietary supervisory personnel shall not be scheduled to do more than twenty (20) hours of bargaining unit work in a two week pay period. Exceptions to the above are allowable in cases of emergency, and as necessary to fill in for vacations, holidays or other absences. If at the end of a shift bargaining unit work remains to be completed such that the next shift cannot complete the remaining work, and such work could not be completed without overtime being utilized, the provisions of this Section 3.9. shall not be utilized to deprive bargaining unit employees of the right to work overtime.

3.10. Any hours paid shall be considered for the purpose of computing benefits under this Agreement.

3.11. Upon the Employer's posting of the schedule Employer may also post a sign-up sheet listing available openings on the schedule so that employees may voluntarily sign-up for the open shifts listed. Such sign-up sheet shall be posted for the first five (5) calendar days the schedule is posted, after which Employer shall grant sign-up requests according to seniority, except that Employer shall not be obligated to grant sign-up requests that would result in an employee being paid overtime. If after Employer's attempt to fill the available shifts utilizing the voluntary sign-up sheet for the open shifts, hours remain to be filled, Employer shall fill such schedule vacancies with any willing employee Employer selects.

3.11.1. In order for the Union to pursue any dispute related to the interpretation of or adherence to the terms of 3.11. through the dispute resolution procedure stated in Article 12. of this Agreement, such dispute must be submitted in writing by employee to the Employer and the Union prior to the implementation date of the two-week work schedule at issue.

3.12. Any employee who desires extra hours of work shall notify Employer in writing on Employer's form of such desire to work on a call-in basis. Employer will keep a list of employees willing to work additional hours on a call-in basis for the purpose of filling all schedule openings that occur after application of the terms of Sections 3.11. of this Agreement. Employer shall first fill schedule openings with employees on such list in order of seniority among employees qualified in the applicable department. Employer need not call in any employee if, by so doing, Employer would be required to pay overtime. If after Employer's

attempt to fill the available shifts utilizing the call-in list, including employees who would incur overtime, hours remain to be filled, Employer shall fill such temporary vacancy with any willing employee Employer selects.

3.12.1. An employee contacted according to this call-in procedure who denies the request to report to work for three (3) consecutive requests shall be removed from the call-in list for thirty (30) days, after which the employee may request reinstatement on the list by making written request on the Employer's form.

3.12.2. Given Employer's right to determine adequate staffing, and Employer's right to not call in any employee who would incur overtime, in the event Employer is unable to find a replacement pursuant to the foregoing procedure, Employer may require a qualified employee report to work to fill such vacancy. The employee required to fill such vacancy shall be selected by reverse seniority. Each employee in the job classification shall rotate by reverse seniority in filling this requirement. (i.e. The first occurrence of the Employer being unable to find a replacement shall require the least senior employee report to work to fill such vacancy, the second occurrence shall require the second least senior employee report to work, and so on). New hires will be put in the rotation after each complete rotation through the most senior employee. If Employer is unable to contact an employee required to fill such vacancy, Employer shall then attempt to contact the next employee to fill such vacancy. Employees the Employer is unable to contact in the rotation shall be the first called on the next occurrence of the Employer being unable to find a replacement. If any such employee so contacted does not report to work as requested by Employer, Employer may pursue disciplinary action leading to discharge pursuant to Section 8.4, of this Agreement. Such disciplinary action shall apply regardless of the reasons or circumstances any such employee may have for not reporting to work when requested by Employer.

3.12.3. A bona fide effort by Employer to contact any employee to fill a vacancy shall be conclusively accepted by Union as proper justification for Employer having staffed the hours according to the terms herein and shall suffice to fulfill Employer's obligations under this Section 3.12.

3.13. Employer shall not change the shift (i.e., day shift, afternoon shift or night shift) of any employee in an arbitrary or capricious manner.

ARTICLE 4.

Minimum Schedule of Wages

- 4.1. January 1, 2020. 2% increase to all wage scales and above wage scale employees.
January 1, 2021. 2% increase to all wage scales and above wage scale employees.
January 1, 2022. 2% increase to all wage scales and above wage scale employees.

4.2. The minimum wage scale effective January 1, 2020 shall be as follows:

Paid Hours	Current Nursing Assistants	Nursing Assistants January 1, 2020	Nursing Assistants January 1, 2021	Nursing Assistants January 1, 2022
Start	\$10.71	\$10.92	\$11.14	\$11.37
After Probation	\$10.71	\$10.92	\$11.14	\$11.37
2,080	\$10.77	\$10.99	\$11.21	\$11.43
3,120	\$10.87	\$11.09	\$11.31	\$11.54
4,160	\$11.02	\$11.24	\$11.47	\$11.69
5,200	\$11.17	\$11.39	\$11.62	\$11.85
6,240	\$11.37	\$11.60	\$11.83	\$12.07
8,320	\$11.83	\$12.07	\$12.31	\$12.55
10,400	\$12.25	\$12.50	\$12.74	\$13.00
12,480	\$12.60	\$12.85	\$13.11	\$13.37
14,560	\$13.00	\$13.26	\$13.53	\$13.80
16,640	\$13.20	\$13.46	\$13.73	\$14.01
18,720	\$14.55	\$14.84	\$15.14	\$15.44

Paid Hours	Dietary, Housekeeping, Therapy, Laundry, Aides Current Wage	Dietary, Housekeeping, Therapy, Laundry, Aides January 1, 2020	Dietary, Housekeeping, Therapy, Laundry, Aides January 1, 2021	Dietary, Housekeeping, Therapy, Laundry, Aides January 1, 2022
Start	\$10.36	\$10.57	\$10.78	\$10.99
After Probation	\$10.36	\$10.57	\$10.78	\$10.99
2,080	\$10.42	\$10.63	\$10.84	\$11.06
3,120	\$10.57	\$10.78	\$11.00	\$11.22
4,160	\$10.72	\$10.93	\$11.15	\$11.38
5,200	\$10.87	\$11.09	\$11.31	\$11.54
6,240	\$11.07	\$11.29	\$11.52	\$11.75
8,320	\$11.53	\$11.76	\$12.00	\$12.24
10,400	\$11.95	\$12.19	\$12.43	\$12.68
12,480	\$12.30	\$12.55	\$12.80	\$13.05
14,560	\$12.70	\$12.95	\$13.21	\$13.48
16,640	\$12.90	\$13.16	\$13.42	\$13.69
18,720	\$14.20	\$14.48	\$14.77	\$15.07

Paid Hours	Maintenance and Cooks Current Wage	Maintenance and Cooks January 1,2020	Maintenance and Cooks January 1,2021	Maintenance and Cooks January 1,2022
Start	\$10.86	\$11.08	\$11.30	\$11.52
After Probation	\$10.86	\$11.08	\$11.30	\$11.52
2,080	\$10.92	\$11.14	\$11.36	\$11.59
3,120	\$11.02	\$11.24	\$11.47	\$11.69
4,160	\$11.17	\$11.39	\$11.62	\$11.85
5,200	\$11.37	\$11.60	\$11.83	\$12.07
6,240	\$11.52	\$11.75	\$11.99	\$12.23
8,320	\$11.98	\$12.22	\$12.46	\$12.71
10,400	\$12.40	\$12.65	\$12.90	\$13.16
12,480	\$12.75	\$13.01	\$13.27	\$13.53
14,560	\$13.15	\$13.41	\$13.68	\$13.95
16,640	\$13.35	\$13.62	\$13.89	\$14.17
18,720	\$14.70	\$14.99	\$15.29	\$15.60

4.2.1. Newly hired Nursing Assistants who require training and/or testing in order to receive the registration, which is required by law of Nursing Assistants, shall be paid the Federal minimum wage for the first seventy-five (75) hours of their employment. During such time the Nursing Assistant will be receiving clinical and classroom instruction from the Employer's Nursing Assistant training program. After such Nursing Assistant's completion of the seventy-five (75) hour training program her/his rate of pay shall be the Employer's starting rate until completion of the probationary period set out in Section 7.5. of this Agreement.

4.2.2. Employees certified as Trained Medication Aides shall be paid fifty cents (\$.50) per hour differential in addition to the above scheduled Nursing Assistants wage rates for such hours scheduled and worked in the capacity of a Trained Medication Aide.

4.3. Lead persons (as designated by Employer) in a department shall be paid twenty-five cents (\$.25) per hour in addition to the above scheduled rates. For purposes of this Agreement, the term "lead person" shall be defined to mean employees who agree to accept additional duties as assigned by their supervisor for a designated period of time. These duties would include, but not be limited to, the monitoring and checking of supplies, the completion of any such employee's department's daily assignments and other matters specifically included in individual job descriptions.

4.4. Employees employed on the night shift shall be paid a minimum of seventy-five cents (\$.75) per hour differential in addition to the Agreement's wage rates. Employees

employed on the evening shift shall be paid a minimum of fifty cents (\$.50) per hour differential in addition to the Agreement's wage rates.

4.5. Employees paid above scale, or employees whose classifications have been eliminated, shall receive minimum increases in the same amounts that are applicable to the respective progression rates, provided, however, that Employer shall not be required to pay wages above the 18,720 hour level, by classification, as set out in Section 4.1.1. or 4.1.2. of this Agreement.

4.6. Upon completion of their probationary period, as set out at Section 7.5. of this Agreement, for the purpose of determining their appropriate wage rate employees who have acquired comparable experience in other health care facilities shall receive credit for this prior experience, to a maximum level of hours determined by the Employer. No newly hired employee shall receive credit for prior experience that results in a rate of pay that is greater than a current employee of equal experience or credited experience would receive on the same scale. Employees who transfer to Employer from another facility owned by Employer, without a break in service, shall receive credit for all prior experience except that any such employee shall assume the seniority status of a new employee. Employees who previously worked at any facility then owned by Employer, and are rehired by Employer, with a break in service, shall receive credit for prior experience and any such employee shall assume the seniority status of a new employee. In order to receive credit for prior experience, employees must advise Employer of such prior experience in writing, no later than sixty (60) days subsequent to commencement of their employment.

4.7. Employees working primarily in the Dietary, Housekeeping, Therapy, or Laundry department who work occasionally as a Resident Companion shall be paid the wage rate of their primary department when working as a Resident Companion, up to a maximum of ten (10) hours per pay period, hours in excess of ten (10) per pay period shall be paid at the Resident Companion wage rate.

ARTICLE 5.
National Holidays

5.1. Any employee who works on any of the following holidays shall be paid at two (2) times the straight time hourly rate for such employee:

New Year's Day, Memorial Day, Fourth of July, Labor Day,
Thanksgiving Day and Christmas Day.

5.1.1. Regularly scheduled employees, paid for 1,820 hours or more in their last anniversary year of employment, or average at least seventy-two (72) hours per pay period over the last three (3) months and have completed their probation period, who do not work on an above holiday will receive as holiday pay hours equal to one (1) normally scheduled workday, paid at their regular straight time rate of pay. Such

normally scheduled workday shall be determined based on the employee's scheduling for the pay period immediately prior to the date of the holiday.

5.1.2. Regularly scheduled employees paid for less than 1,820 hours in their last anniversary year of employment who do not work on an above holiday will receive straight time holiday pay on the following basis:

5.1.2.1. Employees who have accumulated 2,080 hours of experience with the Employer shall receive four (4) hours pay for such holiday.

5.1.2.2. Employees who have accumulated 6,240 hours of experience with the Employer shall receive six (6) hours pay for such holiday.

5.2. Employees who are scheduled to work on a holiday but who do not so work shall not receive holiday pay except in case of an excused absence or illness where satisfactory proof of such illness is supported by a certificate from a competent medical physician and is furnished to Employer by the employee or where an employee becomes ill at work and is specifically excused by his or her supervisor.

5.3. An employee who is not scheduled to work on a holiday and is scheduled to work either the day before and/or the day after the holiday shall not receive holiday pay if absent on the scheduled day(s) before and/or after the holiday. Such employee may utilize available personal holidays as granted in Article 6., to receive compensation for the holiday. If an employee is absent as described herein, holiday pay will be paid if satisfactory evidence of illness is presented to the Employer. Employer may require evidence of illness or injury from a physician, but such requirement shall be on an individual basis, requested of individuals whose overall record indicates a problem with attendance of scheduled time.

5.4. Any employee who qualifies for holiday pay, but who is on vacation on the day of a holiday, pursuant to Article 13., of this Agreement, shall be paid holiday pay or shall receive additional time off for the missed holiday in an amount equal to what any such employee would have received had not the employee been on vacation when the holiday occurred.

5.5. An employee out on an approved leave of absence shall not receive holiday pay while removed from the schedule on such leave of absence unless such employee worked within seven (7) days prior to or seven (7) days after the date of the holiday.

5.6. For purposes of computing Christmas Day holiday pay, Christmas Day shall be deemed to begin with the commencement of the evening shift on December 24th and to end with the close of the day shift twenty-four (24) hours later, on December 25th.

5.7. An employee who works consecutive evening shifts on December 24th and December 25th shall be paid at one and one-half (1.5) times their regular rate of pay for the evening shift hours worked on December 25th.

5.8. For purposes of computing New Year's Day holiday pay, New Year's Day shall be deemed to begin with the commencement of the evening shift on December 31st and to end with the close of the day shift twenty-four (24) hours later, on January 1st.

5.9. Employees shall be scheduled on a rotating basis with respect to working on the above holidays. Easter Sunday shall not be regarded as a scheduled holiday but shall be considered for rotation purposes only. However, employees who work on Easter Sunday shall be paid one dollar and fifty cents (\$2.00) per hour in addition to the scheduled wage rates set out in Article 4. of this Agreement. Individual employees may request a deviation from the scheduled rotation and Employer shall use its best efforts to accommodate such deviation provided, however, that a deviation from the scheduled rotation shall not affect the balance of such employee's scheduled rotation.

ARTICLE 6.
Paid Time Off (PTO)

Accrual Effective Date	Accrual Rate Per Hour	Annual PTO Hours (Based on 2,080 Hours Per Year)	Maximum Available Hours
Date of Hire	0.0577	120	400
1 st Anniversary Date	0.01654	128	400
2 nd Anniversary Date	0.0654	136	400
3 rd Anniversary Date	0.06923	144	400
4 th Anniversary Date	0.0731	152	400
5 th Anniversary Date	0.0769	160	400
6 th Anniversary Date	0.0808	168	400
7 th Anniversary Date	0.0846	176	400
8 th Anniversary ate	0.0885	184	400
9 th Anniversary Date	0.0923	192	400
10 th Anniversary Date	0.0962	200	400

6.1 All regular and intermittent scheduled employees are eligible for Paid Time Off (PTO) after 90 days of employment.

6.2 Requests should generally be made as much in advance as possible. Requests must be submitted two (2) weeks prior to the posting of the schedule. A twenty-four (24) hour notice may be given if employee, with prior approval, finds their own replacement for their entire shift and the replacement does not incur overtime. Department Directors must submit request a minimum of twenty-four (24) hours in advance. Requests are usually granted based on date the request is submitted, staffing levels, and other work requirements.

6.3 Employees must use PTO for all requested time off, with the exception of military leave. If an employee does not report for a scheduled shift, or is absent for more than two (2) hours of a scheduled shift, available PTO is required for the hours absent.

6.4 Prior approved PTO will be revoked if no PTO is available at time of use. An employee may not borrow against future PTO accruals or carry a negative balance. PTO is applicable only for scheduled work hours.

6.5 For employees with at least one (1) year of service, upon approved transfer to on call and satisfaction of posted schedule requirements, carryover PTO less taken will be paid. Accrued hours are not available for payout. PTO cannot be used for requested days off on the posted schedule, after employee has been approved to transfer to on call. Prior approved PTO requests will be revoked.

6.6 For employees with at least one (1) year of service, upon voluntary termination and satisfaction of resignation notice requirements, carryover PTO less taken will be paid on employee's last paycheck. Accrued hours are not paid upon resignation. PTO cannot be used during an employee's notice period unless employee agrees to extend notice period by the number of PTO days taken during notice. If notice period will not be extended, prior approved PTO requests will be revoked.

6.7 Any employee who has reached one (1) year of employment may cash out up to forty (40) hours (but no more than one-half [1/2]) of their available balance twice per year. The corporate office will send communications to Human Resources when this opportunity will be offered.

6.8 PTO will be paid on the payroll period in which the time off occurs. PTO hours are updated each biweekly pay period. PTO will be paid at an employee's base wage. Requests for PTO shall be honored on a first come, first granted basis. PTO hours are considered wage replacement for times when employees are granted a request to be away from work for personal reasons and are not meant to be considered earned compensation. PTO hours are not earned until the hours are available and used.

6.9 Upon written request, PTO pay shall be paid to each employee on the payroll date immediately preceding his or her PTO/vacation.

6.10. Employees shall not perform their job duties during approved scheduled PTO week(s) unless such employee and Employer sign a waiver stating whether such hours worked during scheduled PTO shall be paid at the employee's regular or overtime rate of pay.

6.11. PTO requests shall be made and responded to pursuant to Employer's "PTO Request" form.

6.12. Seniority Approved PTO (Vacation) Requests – Preference for an employee's total annual earned PTO (vacation) will be given to employees on the basis of seniority.

6.12.1. The period of time during which an employee may utilize requested seniority approved PTO (vacation) is from April 1 of the calendar year to March 31 of the next calendar year.

6.12.2. The period of time during which an employee may request seniority approved PTO (vacations) is from January 1 to February 15 of the calendar year during which the vacation period begins.

6.12.3. The approved seniority PTO (vacation) schedule will be posted by March 15 of each calendar year.

6.12.4. An employee can utilize a seniority approved PTO (vacation) only once every three (3) years for PTO (vacation) covering any date from December 24 to January 1.

6.12.5. Employees shall be provided access to the PTO (vacation) request calendar.

6.13. The weekends Employer shall grant an employee off during PTO shall be as follows:

6.13.1. Employees receiving two (2) or three (3) weeks of PTO per anniversary year shall be granted one (1) week of PTO time over a weekend which they would normally be scheduled to work.

6.13.2. Employees receiving four (4) weeks of PTO per anniversary year shall be granted two (2) weeks of PTO time over weekends which they would normally be scheduled to work.

6.13.3. Employees granted PTO over a weekend which they would normally be scheduled to work, as above, shall not be required to find their own replacement for such PTO time.

6.13.4. The above shall only apply when PTO is taken in seven (7) consecutive day PTO weeks. Granting PTO according to the above may not be possible in cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving residents of needed care, or by mutual agreement between Employer and employee. The Employer shall have the right to determine which week(s) of an employee's PTO shall be granted over a weekend normally scheduled to work.

6.13.5. An employee's available PTO time which is not granted over a weekend normally scheduled to work, as above, may be granted for PTO time off over a weekend normally scheduled off, requiring the employee to work the weekends which would normally be scheduled to work.

6.13.6. Due to the granting of PTO over weekends which employees would normally be scheduled to work, and the resultant interruption of the normal weekend scheduling, it is agreed and understood that the scheduling of weekends for all staff will

be done in order to accommodate PTO granted over weekends normally scheduled to work and as such an employee's normal weekend scheduling may change.

6.14. Serious Health Condition: Employees accrue the following Serious Health Condition (SHC) benefit annually: Up to seventy-two (72) hours per anniversary year (multiplier per hour paid is .034615). Regular and intermittent scheduled employees who are unable to work due to their own or eligible family member's qualifying serious health condition are eligible for the SHC benefit after ninety (90) days of employment. There is a maximum accumulation of four hundred (400) hours. The determination of a serious health condition must be made by a health care provider and documented on a Serious Health Condition Form and submitted to the facility ADON. SHC will be available for payment after a ten (10) calendar day elimination period (use of available PTO will be required for days absent during the elimination period. Use of SHC regardless of the notice given will be counted as an absence according to the attendance policy unless time away qualifies for FMLA. Unused SHC pay is not available for payout upon termination or available for future use upon transfer to on call status.

ARTICLE 7.

Seniority

7.1. Seniority shall prevail by department in regard to laying off and rehiring, provided the employee is qualified to do the work available. Seniority shall be based on date of hire and shall prevail in the event of a layoff. For purposes of this Section 7.1, in the event of a layoff employees working in the Resident Companion position shall be laid off based on date of hire before layoffs take place within the Nursing Assistant employee classification.

7.2. Casual employees shall be determined by a moving average of total hours worked over six consecutive two-week pay periods. Such six consecutive pay period total hours shall be determined and averaged at the completion of any three successive pay periods. An employee paid for not more than an average of ninety-six (96) hours over three successive pay periods' six week moving average shall be classified as a casual employee.

7.3. Employees shall be probationary employees for sixty (60) calendar days beginning with the date the employee first performs scheduled work on the floor of the nursing home. For new employees regularly scheduled to work four (4) days or less in a two (2) week period, however, the probationary period shall be the longer of sixty (60) calendar days or twenty-eight (28) working days for those employees, beginning with the date the employee first performs scheduled work on the floor of the nursing home. During such periods, probationary employees may be discharged by 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 an additional thirty (30) calendar days if requested of the Union by the Employer in writing. The provisions of this Section 7.3. shall not apply to employees hired as temporary summer replacements for a period of ninety (90) days during the period June 1 through September 30, and such employees may be terminated at any time during said period.

7.4. 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.

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

7.6. Any employee who transfers from one department to another, and who is subsequently laid off from the new department due to his or her seniority status, may request reinstatement to his or her original department. Such reinstatement shall be granted or rejected based on his or her seniority status within such original department. If reinstated, such employee shall accept the number of working hours and shift as shall be determined by Employer for reinstatement. Applying the provisions of this Section 7.6. may result in layoffs in both of the departments involved. This Section 7.6. shall only apply to layoff situations within a department.

ARTICLE 8.

Termination of Employment

8.1. Employees covered by this Agreement electing to resign or quit their employment shall give Employer two (2) weeks written notice and shall continue in Employer's service during this two (2) week period with the exception that an employee may leave sooner if a competent replacement can be found by Employer. Employer shall furnish printed forms for such resignation.

8.2. If an employee fails to report for work as scheduled or to furnish Employer with an excuse acceptable to Employer therefore within twenty-four (24) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation by such employee from the service of Employer and a termination of such employee's seniority and employment.

8.3. Employees who terminate their employment: without giving Employer the required notice; who fail to work all scheduled hours during the termination notice period (unless written agreement excusing employee, signed by Employer and employee, is entered into); leave their employment before the end of the two (2) week termination notice period; or who are terminated for "just cause"; shall forfeit all vacation pay or other benefits to which employees may be entitled, except wages earned through the date of last employment. Employer shall give regularly scheduled employees two (2) weeks written notice of termination or two (2) weeks pay in lieu thereof, except in the case of discharge for "just cause".

8.4. With respect to discharge, Employer shall give at least one (1) warning notice of a complaint against an employee to the employee, in writing, and a copy of the same to Union prior to discharge. Employer shall state in warning notices the action Employer will take in the event of a future complaint with respect to such employee. After an employee has received a warning letter, any complaint with respect to such employee which would justify the issuance of a warning letter shall be grounds for the Employer to take the action stated in a past warning

letter, including immediate discharge, if discharge was the stated Employer action in a past warning letter to the employee. No such warning notice need be given to an employee where he or she is discharged for “just cause”. The term “just cause” shall include, but not be limited to:

- 8.4.1. Dishonesty
- 8.4.2. Incompetence
- 8.4.3. Discriminatory action or practice
- 8.4.4. Consumption or in possession of alcohol or illegal drugs while on duty
- 8.4.5. Reporting to work under the influence of alcohol or illegal drugs
- 8.4.6. Failure to notify Employer to be excused from work
- 8.4.7. Falsification of records
- 8.4.8. Theft on the premises
- 8.4.9. Giving confidential information pursuant to Minnesota Statutes 144.651, 144.652 (Residents’ Bill of Rights) and/or the Federal Government OBRA 1987
- 8.4.10. Violating residents’ rights pursuant to Minnesota Statutes 144.651, 144.652 (Residents’ Bill of Rights) and/or the Federal Government OBRA 1987 and/or Minnesota Statute 626.557 (the Vulnerable Adult Act)
- 8.4.11. Violence on the health care center premises
- 8.4.12. Gross insubordination
- 8.4.13. Repeated failure to work when scheduled

8.5. In addition to the foregoing, no warning notice need be given in the instance of a “suspension” which is defined as a removal from the payroll for a period of time with a right to be reinstated without loss of seniority at the end of said period of time.

8.6. A warning notice as herein provided shall not remain in effect for purposes of disciplinary action under this Agreement for a period of more than one (1) year from the date of the warning notice.

8.7. All discharges and suspensions must be by proper written notice to the employee and Union.

8.8. Employer shall be solely responsible for determining appropriate action to be taken upon receipt of a notice of disqualification of an employee from providing direct care pursuant to Minnesota Statutes, Section 245A.04 (the Human Services Licensing Act), Minnesota Statutes, Section 144.057, and Minnesota Rules, parts 9543.3000 to 9543.3090 (Rule 11 – the Applicant Background Study Rule).

ARTICLE 9.

Absenteeism/Tardiness

9.1. The Employer's established Absenteeism Policy, as published in the Employer's Personnel Policies, shall dictate Employer's expectations and procedure for disciplinary action related to an employee's absenteeism, and attendance of scheduled hours. The provisions of Article 12. of this Agreement shall be available to the Union in the event of a dispute relating to the interpretation of the Employer's Absenteeism Policy.

9.2 An employee who calls in sick on a Saturday or Sunday, except if hospitalized, shall make-up the weekend hours not worked over one of such employee's next two (2) unscheduled weekends. Such make-up weekend shall be scheduled at the sole discretion of the Employer.

9.3 No employee will be obligated to find their own work schedule replacement when hospitalized.

ARTICLE 10.

Promotion and Transfers

10.1 In the event of job vacancies, Employer shall consider for such jobs, in order of seniority, such regularly scheduled employees based upon qualifications, skills, ability and overall work record. Employees desiring to apply for a posted job vacancy shall so advise Employer in writing on Employer's form.

10.2. Employees desiring additional hours of employment shall advise Employer in writing on Employer's form of their desire for such additional hours. In the event hours become available, Employer shall consider, in order of seniority, such employees based upon qualifications, skills, ability and overall work record, for such additional hours provided that: (1) such employees would not be regularly scheduled so as to create overtime payment obligations under Section 3.7. of this Agreement, (2) such employees must be able to take all such available hours without abandoning hours from such employees' current schedule or, at Employer's discretion, arrangements may be made so that all such available hours are taken, and (3) the total number of available employees in the relevant job classification remains at a level satisfactory to Employer, taking into account employees affected by Section 10.3. of this Agreement.

10.3. Where Employer determines a need for an employee in any department, such employee shall be selected by Employer to perform services on an on-call basis. If any such

employee is selected for a department where such employee has not previously been employed, Employer shall train such employee to perform services in the new department.

10.4. Current employees who are granted a request to work in a new department shall have a five (5) calendar day period, beginning on their first day of work in the new department, during which either the employee, or Employer, may determine employee shall return to employee's original department. Such return will not result in the loss of employee's position or seniority in the original department. Such decision to return to original department, made at the sole discretion of the employee, or the sole discretion of the Employer, shall not constitute a violation of any section of this Agreement. This provision shall not apply to transfers to the nursing department when such employee would require registration.

10.5 An employee requesting a department transfer, or to reduce her/his regularly scheduled hours, shall work all hours on posted schedules prior to Employer changing employee's scheduled hours, unless such employee has a written order from a competent medical physician stating that the employee is unable to complete the scheduled hours in the original department, or unless employee trades such remaining scheduled hours in an Employer approved trade.

ARTICLE 11.

Posting

11.1 In the event of a job vacancy in the bargaining unit, Employer shall give a written notice 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. This notice shall be posted for five (5) calendar days, but during these five (5) calendar days, Employer may temporarily assign any employee to fill the vacancy.

ARTICLE 12.

Arbitration

12.1. 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:

12.2. The aggrieved employee and/or Union shall attempt to adjust the grievance with Employer within seven (7) days of the alleged incident which triggered the grievance.

12.3. If the grievance is not resolved in Section 12.2., it shall be reduced to writing, shall specify in detail the alleged violation of this Agreement, and shall be received by Employer no later than twenty (20) calendar days following the date of the alleged incident which triggered the grievance. Grievances relating to wages shall be timely if received by Employer no later than sixty (60) days following the date of receipt of the check by the employee.

12.3.1. Within seven (7) calendar days following receipt of the grievance by Employer, representatives of Employer and Union shall meet and attempt to resolve the

grievance. The time for said meeting may be extended by mutual written agreement signed by both Employer and Union. If the time of the meeting is extended, the meeting can take place no later than forty-nine (49) calendar days (eighty-nine (89) days for matters relating to wages) following the date of the incident. The non-binding mediation services of the BMS may be utilized to resolve the grievance if requested by either party and mutually agreed to, in writing, by both parties within seven (7) calendar days following receipt of the grievance by Employer.

12.3.2. Unless the procedural requirements set forth in Sections 12.1. through Section 12.3.1., above, are met, Union shall be barred from demanding arbitration pursuant to Section 12.4., below.

12.4. If the grievance is not resolved in Section 12.3.1., either party to this Agreement may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within fifty (50) calendar days of the alleged incident which triggered the grievance (ninety (90) days for matters relating to wages). If timely written agreement is signed by both the Union and the Employer agreeing to mediation of the grievance according to Section 12.3.1, then the demand for arbitration shall be in writing and must be received by the other party within ten (10) calendar days of the date of the BMS meeting.

12.5. Employer and 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. Employer and Union shall jointly request of the Federal Mediation and Conciliation Service that the arbitrators listed have experience and knowledge of statutes, rules, regulations and laws applicable to long-term health care facilities.

12.6. 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 issues.

12.7. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing.

12.8. The arbitrator's fees and expenses shall be divided equally between Employer and Union.

12.9. 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 such grievance shall not be submitted to arbitration.

12.10. The procedures and rights set forth in this Article 12. shall not be available to or on behalf of any employee where the subject matter of a grievance or dispute is pending before any court, administrative agency or federal, state or local unit of government.

ARTICLE 13.

Rest Periods and Lunch Periods

13.1. All employees who so choose shall be entitled to a fifteen (15) minute rest period for each four (4) consecutive hours worked. However, two (2) rest periods will be provided whenever an employee is required to work seven (7) or more hours in a day. All lunch periods will be on each employee's own time and rest periods on Employer's time. Rest periods for the individual employee's shall be scheduled by Employer so as not to interfere with the operation of Employer's nursing home. Except in cases of emergency, Employer shall use its best efforts not to interfere with the employees' rest periods.

ARTICLE 14.

Non-Work Related Injuries and Medical Conditions

14.1. Temporary Impairments: Employees with temporary impairments with little or no long-term impact will be required to provide medical certification that they can perform all of the essential functions of the job.

Employees with temporary impairments who cannot perform the essential functions will be placed on leave until they provide medical certification releasing them to return to work and perform the essential functions of the position.

If there is reason to question the employee's ability to perform the essential functions of his/her job, the facility reserves the right to request a second medical opinion or require the employee to undergo a functional capacity evaluation for their position.

Should the temporary impairment evolve into a permanent disability, consideration will be given to any reasonable written accommodation request made by the employee in order for the employee to perform the essential functions of his/her job. Please refer to the ADAAA Compliance Manual and the section on Accommodations in the policy manual for additional information.

If the temporary impairment is as a result of a health condition related to pregnancy or childbirth, this facility shall consider accommodation requests according to the guidelines outlined in the Accommodations section in the policy manual.

Occupational Exposure: Occupational exposure is defined as any exposure to a bloodborne pathogen or other potentially infectious materials. Examples are: needle stick, human bite, and exchange of potentially infectious body fluids through open skin or mucous membranes. Employees are to contact the person in charge of the facility immediately if an exposure occurs. An Employee Injury Investigation Report and an Occupational Exposure Incident Report must be completed within twenty-four (24) hours after the exposure. A standard protocol is followed for health counseling. Refer to the Bloodborne Pathogens Exposure Control Plan in the policy manual for additional information.

Safety Policy: The personal safety and health of each employee of this facility is of primary importance. Management will provide equipment and facilities in order to help ensure employee safety and health on the job. A safety and health program conforming to the best practices will be maintained. To be successful, this program must rely on the proper attitudes toward injury and illness prevention on the part of management, Department Directors, and employees. Only through such a cooperative effort can a safe workplace be established and maintained.

ARTICLE 15. **Leaves of Absence**

15.1 Family/Medical Leave: The Family and Medical Leave (FMLA) allows employees to balance their work and family life by taking reasonable unpaid leave for certain family and medical reasons.

Employee Eligibility: To be eligible for FMLA leave, an employee must work for a covered employer and:

- Have worked for that employer for at least twelve (12) months; and
- Have worked at least 1,250 hours during the twelve (12) months prior to the start of the FMLA leave; and,
- Work at a location where at least fifty (50) employees are employed at the location or within seventy-five (75) miles of the location.

Leave Entitlement: Eligible employees are entitled to up to a total of twelve (12) workweeks of unpaid leave in a twelve (12) month period for one or more of the following reasons:

- For the birth of a son or daughter, and to care for the newborn child;
- For the placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
- To care for an immediate family member (spouse, child, or parent—but not a parent “in-law”) with a serious health condition;
- When the employee is unable to work because of a serious health condition.

Leave to care for a newborn child or for a newly placed child must conclude within twelve (12) months after the birth or placement.

Spouses employed by the same employer may be limited to a combined total of twelve (12) workweeks of family leave for the following reasons:

- Birth and care of a child;
- For the placement of a child for adoption or foster care, and to care for the newly placed child;
- To care for an employee’s parent who has a serious health condition.

An eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness may be granted up to a total of twenty-six (26)

workweeks of unpaid leave during a single twelve (12) month period to care for the service member.

An eligible employee may be granted up to a total of twelve (12) workweeks of unpaid leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or have been notified of an impending call or order to active duty, in support of a contingency operation.

Intermittent/Reduced Schedule Leave: The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.

- Intermittent/reduced schedule leave may be taken when medically necessary to care for a seriously ill family member, or because of the employee's serious health condition.
- Intermittent/reduced schedule leave may be taken to care for a newborn or newly placed adopted or foster care child only with the employer's approval.

Only the amount of leave actually taken while on intermittent/reduced schedule leave may be charged as FMLA leave.

Medical Certification: It is required that the need for leave for a serious health condition of the employee or the employee's immediate family member be supported by a certification issued by a health care provider.

Employees should use the Serious Health Condition form available on the company intranet for proper certification. The employee has fifteen (15) calendar days to provide this certification.

Serious Health Condition: "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- A period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
- A period of incapacity requiring absence of more than three (3) calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
- A period of incapacity due to pregnancy, or for prenatal care;
- A period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.);
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.);
- Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three (3) consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).

Maintenance of Health Benefits: An employee's group health insurance coverage, including family coverage, while on FMLA will be maintained according to the same terms as if the employee continued to work.

Job Restoration: Upon return from FMLA leave, an employee will be restored to his or her original job, or to an equivalent job, which means virtually identical to the original job in terms of pay, benefits, and other employment terms and conditions.

In addition, an employee's use of FMLA leave will not result in the loss of any employee benefit that the employee earned or was entitled to before using (but not necessarily during) FMLA leave.

Additional Notification Requirements: Employees must provide to the facility Human Resource Director notification of the need for leave in writing on the Leave of Absence Request form available on the company intranet. Employees are required to provide a thirty (30) day notice of the need to take FMLA when the need is foreseeable, or as soon as practicable, when the leave is not foreseeable.

Employees returning from leave due to their own serious health condition must provide medical certification that they can perform all of the essential functions of the job. If the employee has a permanent disability, consideration will be given to any reasonable written accommodation request made by the employee in order for the employee to perform the essential functions of his/her job.

Any employee who fails or is unable to report to work at the expiration of a leave or upon the specified return date shall be required to notify the facility of the need for an extension. Failure to do so may cause the employee to be considered to have voluntarily quit.

Employees should refer to the Family and Medical Leave Policy on the company intranet for additional information.

15.2 Funeral Leave: A leave of absence of one (1), two (2) or three (3) days without loss of pay for scheduled days shall be granted in case of death in the employee's immediate family (parents, grandparents, current spouse, children, brothers, sisters, grandchildren, current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, current brother-in-law, current sister-in-law, current grandparents-in-law, current stepparents, current stepchildren, and members of household and domestic partners). Such leave shall be the day of the funeral. The days before and/or after the funeral may also qualify for such leave if granted in writing by the Administrator or Housing Director. In the event of the death of a spouse, children, and members of household, an additional one (1) or two (2) days leave of absence may be granted without loss of pay for scheduled days. It is the responsibility of the employee to show proof of funeral attendance to the Administrator or Housing Director in order to be paid for scheduled days during this period.

Paid funeral leave shall not be granted to introductory employees; however, they shall be granted unpaid leave.

15.3 General Leave of Absence: At the sole discretion of the Administrator or Housing Director, in certain unique instances an employee who has completed three (3) months employment may be granted a general leave of absence not to exceed twelve (12) weeks. Permission must be secured in writing from the Administrator or Housing Director. Such leave of absence request must be submitted by employee and responded to by the employee's Department Director on a Leave of Absence Form prior to commencement of the leave. In the

event of a verifiable emergency that prohibits the employee from making the request on the appropriate form prior to commencement of the leave, the leave of absence form must be completed immediately after commencement of the leave. The use of any available PTO or SHC hours during the leave is mandatory and such time will count towards the maximum amount of leave time allowed. General Leaves are not position protected leaves.

An employee returning from a general leave of absence shall notify his/her Department Director by two (2) weeks written notice, prior to the posting of the two (2) week work schedule of his/her intent to return to work.

Any employee who fails to report to work at the expiration of a leave of upon the specified return date shall be considered to have voluntarily terminated his or her employment.

15.4 Jury Leave: Any employee who is called to serve on jury duty shall be paid for actual hours worked for the facility. If this pay, together with his/her jury duty pay, does not equal his/her pay for regularly scheduled hours, the facility will make up the difference for a maximum period of three (3) weeks, provided the employee works such hours as he/she is available during the hours when court is not in session.

To be eligible for salary payment, employees must notify their Department Director and Human Resource Director upon receipt of official notification of jury duty. Employees must provide their Department Director with the official written Jury Notice and proof of dates and times served on jury. In the event an employee is called in for jury duty but does not serve on a jury that day, payment will be made only for such time that the employee was required to spend in the jury selection process.

15.5 Military Leave: This facility will comply with all applicable requirements of the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and other applicable Federal or State laws relating to leave for military service or the call to military service of immediate family members. Employees who are members of the uniformed services of the United States (including the National Guard or other reserve units) are granted unpaid leaves in accordance with state and federal law to perform duty under the following situations:

- Active duty, active duty for training and initial active duty for training;
- Inactive duty training;
- Full-time National Guard duty;
- For an examination to determine the fitness of the person to perform any such duty;
- For funeral honors duty if the employee is a member of the National Guard or Reserve.

An employee performing such duties should request a military leave of absence from their Department Director within a reasonable time before the leave is to begin, if possible.

This facility will not deny initial employment, reemployment, retention in employment, promotion, or any benefit of employment to a person on the basis of past, present, or future service obligations.

An unpaid leave of up to ten (10) days will be granted to an employee whose immediate family member is injured or killed while serving in active military service. An unpaid leave of up to one (1) day per year will be granted to an employee to attend a sendoff or homecoming ceremony of an immediate family member who has been ordered to active military service.

15.6 Parenting Leave: This facility provides eligible employees leave in conjunction with the birth or adoption of a child and for absences for female associates for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions pursuant to the Minnesota Parenting Leave Act and the Women's Economic Security Act (WESA).

If employees are not eligible for leave under FMLA policy, employees may still be eligible for parenting leave under this policy. Employees are eligible for parenting leave of up to twelve (12) weeks under this policy if an employee has been employed by this facility for at least twelve (12) months, and during the twelve (12) months immediately prior to the request worked an average of one-half (1/2) the full-time equivalent hours per week.

If an employee is eligible for parenting leave under both the FMLA and the Minnesota Parenting Leave Act, they are entitled to a maximum of twelve (12) weeks unpaid leave under this policy for the birth, adoption, or placement of your child, or for prenatal care, or incapacity due to pregnancy, childbirth or related health conditions. The twelve (12) weeks of leave under this policy may or may not run concurrently with FMLA leave as circumstances dictate.

Under this policy, employees will be entitled to an unpaid leave of absence for twelve (12) weeks in conjunction with the birth, adoption, or placement of a child. Such leave may begin at any time chosen by the employee up to twelve (12) months following the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than twelve (12) months after the child leaves the hospital.

Leave under this policy is unpaid unless the employee has PTO, in which case PTO would then be applied during the parenting leave. Parenting leave will begin on the same date as the PTO and will run concurrently with use of PTO.

15.7 Early Childhood Conferences and Activities: Employees may be granted up to sixteen (16) hours unpaid leave per year to attend their children's school conferences, classroom activities, childcare or other early childhood programs, provided these conferences and activities cannot be scheduled during non-work hours.

15.8 Leave for Bone Marrow Donation: Employees who work at least twenty (20) hours per week who request a leave to undergo a medical procedure to donate bone marrow may be granted up to forty (40) hours paid leave. Employees must provide a physician certification stating the length and purpose of the leave.

15.9 Voting Leave: This facility encourages employees to exercise their right to vote. In most instances, employees will be able to vote before or after work. However, if necessary, an employee may be absent from work to vote, without reduction in pay, in any primary or general election or election for U.S. Senator or Representative (including presidential election) in Minnesota. Employees must notify their Department Director in advance if they anticipate a need to take time off work to vote.

15.10 Leave to obtain restraining order/attend criminal proceedings: Employees will be granted an unpaid leave for obtaining domestic restraining orders or harassment restraining orders or to attend criminal court proceedings in which the employee or their spouse was a victim of a heinous crime such as murder, rape, and similar crimes of physical violence.

Employees are expected to provide forty-eight (48) hours' notice of the need for leave except in unusual circumstances. Written verification of the need to be in court will be required.

ARTICLE 16.
Successorship

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

16.1.1. All employees shall be provided employment by the successor employer.

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

16.1.3. 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 Employer or the successor employer.

16.1.4. 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 17.
Minimum Standards

17.1. No employee, as a result of this Agreement, shall suffer any reduction in wages and benefits in totality, although certain individual benefits may be reduced, and others increased because of this Agreement.

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

ARTICLE 18.
Severability Clause

18.1. 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.

18.2. In the event any provision of this Agreement is held or determined to be invalid, Employer and 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 19.
Management Rights

19.1. Except as specifically limited by the express written provisions of this Agreement, the management of Employer and the direction of the working forces shall be deemed the sole and exclusive function of Employer. Such management and direction shall include, but is not limited to, the rights to:

- 19.1.1. Hire, lay off, demote, promote, transfer, discharge or discipline for just cause;
- 19.1.2. maintain discipline;
- 19.1.3. assign and delegate work;
- 19.1.4. determine quality and quantity of work performed;
- 19.1.5. maintain and improve efficiency;
- 19.1.6. require observance of nursing home rules and regulations;
- 19.1.7. direct the working forces;
- 19.1.8. determine the number of hours to be worked;
- 19.1.9. determine the materials, means and type of services provided;
- 19.1.10. determine the methods, supplies and equipment to be utilized;
- 19.1.11. determine methods of compliance with federal and state regulations affecting nursing homes;
- 19.1.12. discontinue jobs because of valid management and economic reasons;
- 19.1.13. decide employee qualifications consistent with federal and state standards; and
- 19.1.14. manage and administer Employer's operation.

19.2. Notwithstanding any other provision of this Agreement to the contrary, Employer's interpretation of federal and state regulations shall control in implementing the

above-enumerated management rights. Should a federal or state agency subsequently and conclusively interpret any federal or state regulation contrary to Employer's determination, under this Article 20., the application of such federal and state regulations shall be bargained with Union.

ARTICLE 20.
No Strike or Lockout

20.1. There shall be no strikes, work stoppages, picketing, or lockouts during the term of this Agreement.

ARTICLE 21.
401(k) Retirement Plan

21.1. Monarch's 401(k) retirement and savings plan with employer match per the Monarch Benefit Book is available to all union members.

ARTICLE 22.
Health and Hospitalization Plan

22.1. Employer shall make available to all employees working sixty (60) hours or more per two week pay period, averaged over the most current three (3) months, a hospitalization and medical plan. If any employee chooses not to apply in such plan when coverage is first available, periodic opportunities to apply 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 Employer, in consultation with Union, but shall provide for group hospitalization and a surgical schedule.

ARTICLE 23.
Uniform Allowance

23.1. A uniform allowance of fifty dollars (\$50.00) shall be provided to employees upon completion of their probationary period, as set out in Section 7.3. of this Agreement.

23.2. A second uniform allowance of fifty dollars (\$50.00) shall be provided upon completion of the next 1,040 hours worked after probationary period.

23.3. Upon completion of 2,080 hours worked, the uniform allowance is paid as part of the employee's rate of pay in the form of an additional \$.05 per hour included in the pay scale.

23.4. An employee who qualifies for experience credit as set out in Section 4.5. of this Agreement, will receive payment for their uniform allowance as part of their rate of pay sooner than other new hires because of the experience credit hours granted. Therefore, the policy

regarding the two fifty-dollar (\$50.00) lump sum uniform allowance payments is as follows for employees receiving experience credit.

23.4.1. An employee who qualifies for experience credit of 1,040 to 1,500 hours shall be provided one fifty-dollar (\$50.00) uniform allowance upon completion of their probationary period.

23.4.2. An employee who qualifies for more than 1,500 hours of experience credit shall not be provided the fifty-dollar (\$50.00) lump sum uniform allowance payments.

23.5. The Employer shall receive input from the employees as to the color of uniforms to be worn by the employees in each department. The maintenance of a proper uniform, as determined by the Employer, shall be expected of each employee throughout the course of employment with the Employer.

ARTICLE 24.

Wage and Fringe Benefit Implementation and Continuity

24.1. 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 October 1, 2013, 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.

24.2. If, during the term of this Agreement, the State of Minnesota changes the daily payment rates paid to Employer or changes the case mix score of Employer's resident population by more than five percent (5%) in the course of a single federal or state Quality Assurance and Review evaluation, 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.

ARTICLE 25.

Miscellaneous

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

25.2. Employer shall grant the necessary time, without pay and without discrimination, to any employee designated by 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 Employer's business.

25.3 The Union and Employer will collaborate to make a 1-page flyer about the benefits of joining the Union, which will be handed out at orientation.

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

25.5. Employer shall pay the cost of an x-ray or other test required as the result of a positive reaction to a Mantoux test so long as Employer may designate the physician who will take such x-ray or pay no more than such designated physician would have charged.

25.6. Employer may establish a program for testing employees for substance abuse. Such program shall be determined at the discretion of the Employer, in consultation with the Union. The program may allow for testing upon hire and in cases of suspected substance abuse but shall not call for the random testing of the total employee population.

25.6. Requests for time off for vacations and personal days shall be made and responded to pursuant to Employer's Request Forms.

ARTICLE 26.
Termination

26.1. 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 this Agreement 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.

OAKLAWN HEALTH CARE CENTER

UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL
UNION, LOCAL NO. 663

By: Josh Legu

By: Paul Conwell

Its CEO

Its Secretary Treasurer