

Collective Bargaining Agreement

between

St. Louis Park OpCo II, LLC

d/b/a

Park Health a Villa Center

("Employer")

and

United Food & Commercial Worker's

Local 663

Effective:

May 1, 2021

through

April 30, 2024

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PREAMBLE

This Collective Bargaining Agreement ("Agreement") is effective 12:00 a.m. on May 1, 2021 by and between the St. Louis Park OpCo II, LLC d/b/a Park Health a Villa Center ("Employer") and the United Food and Commercial Worker's Local 663 ("Union").

**ARTICLE 1.
RECOGNITION**

- 1.1. The Employer has recognized the Union as the exclusive bargaining representative of all full-time and regularly scheduled part-time Employees who regularly work for the Employer in the following classifications ("Employees") at the Park Health a Villa Center ("Facility").
- 1.2. INCLUDED: of all full-time and regular part-time, casual. Nursing assistants, TMAs, cooks, dietary aides, housekeeping, and laundry assistants.
- 1.3. EXCLUDED: Administrator, Department Heads, Registered Nurses, all professional employees, office clerical employees, medical records, activities aides, temporary or on call employees, guards, and supervisors as defined by the Labor Management Relations Act; of 1947, as amended

**ARTICLE 2.
CLASSIFICATION OF EMPLOYEES**

- 2.1 Employees shall be classified as follows: Full-time employees are those Employees who are regularly scheduled to work thirty (30) or more hours per week. Regular part-time employees are those Employees who are regularly scheduled to work less than thirty (30) hours per week. Employees who are not regularly scheduled are "on-call" employees.

**ARTICLE 3.
BARGAINING UNIT**

New, Modified, or Disputed Classification

- 3.1. In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion in the bargaining unit of any current, new or modified job classification not specified in the "WAGE RATES" Article 25.1 of this Agreement, the issue shall be submitted to the National Labor Relations Board ("NLRB") for determination. Upon inclusion, by agreement between the Employer and Union, or by final order of the NLRB, of a new or modified job classification within the bargaining unit for which the Employer has recognized the Union as exclusive representative, the wage rate of such classification shall be negotiated by the Employer and the Union and the rate agreed upon shall become a part of this Agreement classification.

**ARTICLE 4.
NO DISCRIMINATION**

Equal Employment Opportunity and Prohibition of Discrimination

- 4.1. The Employer agrees not to discriminate against any applicant or Employee with respect to his/her hiring, tenure or conditions of employment, nor will they limit, segregate or classify Employees in any way to deprive any individual Employee of employment opportunities because of such individual's race, color, creed, religion, age, sex or national origin, disability, disability related to pregnancy, marital status, sexual orientation, protected genetic information, status with respect to public assistance, harassment on the basis of sex, race, or any other protected characteristic or any other characteristic protected under any other federal, state or local statute, administrative regulation, or ordinance
- 4.2. There shall be no discrimination on the part of either the Employer or the Union in favor of or against any Employee because of his/her membership in the Union or because of his/her acting as an officer or in any other capacity on behalf of the Union.

**ARTICLE 5.
MANAGEMENT RIGHTS**

- 5.1. Except as specifically limited by the written provisions of this Agreement, the Employer retains the exclusive right to manage all aspects of the Facility, to direct control, and schedule its operations and work force and to make any and all decisions affecting Employees and/or the Facility, whether or not specifically mentioned below. Such prerogatives, authority, and functions shall include but are not limited to the sole exclusive rights to:
 1. Hire, promote, demote, layoff, assign, transfer, discipline, suspend, discharge for just cause.
 2. Select and determine the number of Employees, including the number assigned to any shift, department, classification, unit, or location or in the Employer's Facility.
 3. Increase or decrease the number of Employees working in any shift, unit, department, or schedule, or extend/reduce individual or multiple Employees' shift duration.
 4. Direct and schedule the work force including establishing and changing shift/classification durations, starting, ending, break times, and or extend/reduce individual or multiple Employees' shift duration, reduce hours within a unit, classification, or department.

5. Determine the location and type of the Facility's residents, services, and operations.
6. Add, modify, discontinue, or remove services, units, equipment, materials, or supplies.
7. Determine the methods, procedures, equipment, supplies, and operations to be utilized by Employees while working.
8. Establish, increase, or decrease the number of work shifts and their starting and/or ending times, and to establish shift lengths, and to lengthen or shorten shifts.
9. Promulgate, post and enforce reasonable rules, regulations, standards, policies, forms, and procedures regarding attendance, conduct, performance, and acts of Employees during work hours.
10. Select, assign, and direct supervisory Employees.
11. Make all decisions regarding the training of Employees.
12. Introduce new and improved methods of operations.
13. Establish, change, combine, and determine job content, qualifications, and licensure.
14. Develop, distribute, and enforce Employee handbooks and Employee-related policies, procedures, forms, and standards, including standards for attendance, conduct, performance, and resident care.
15. Make any and all other staffing, scheduling, assignment, operational, or other determinations or adjustments the Employer deems necessary in light of the Employer's resident census, case mix, availability of staff, workforce skill levels, weather, or any other financial, regulatory, resident care, qualitative, or other objective or consideration.
16. Implement and enforce applicant and Employee drug and alcohol testing policies, procedures, and standards to the extent permitted by applicable law.
17. Supplement the Employer's Employee workforce through the use of contract service providers, independent contractors, contract labor, or workers provided by sources of qualified staff, including nursing pools, registries, and all other sources of qualified staff.

**ARTICLE 6.
SUBCONTRACTING**

- 6.1. The Employer and the Union agree that the Employer shall not contract out any bargaining unit work that would result in the permanent lay-off of bargaining unit Employees without first notifying the Union of such; and second, making a reasonable effort to meet with representatives of the Union to confer and look at possible alternatives to such subcontracting.

**ARTICLE 7.
PROBATIONARY PERIOD**

- 7.1. Employees shall be probationary Employees for the first sixty (60) calendar days of employment from their most recent date of hire and during such period, may be disciplined or terminated without cause and without said discipline or termination causing a breach of this Agreement, and may not be challenged through grievance pursuant to this Agreement.
- 7.2. The Employer may require a thirty (30) calendar day extension of an Employee's probationary period provided the notice is submitted in writing to the Employee and the Union no later than the end of the probationary period.

**ARTICLE 8.
DISCIPLINE AND DISCHARGE**

No Discipline or Discharge Without Cause

- 8.1. The Employer shall not discipline or discharge an Employee who has completed their probationary period (or any extension thereof) without just cause.
- 8.2. The Employer will provide the Union with copies of notices of disciplinary suspensions, or discharges of Post-Probationary employees within 48 hours of the administration of the discipline.

**ARTICLE 9.
UNION SECURITY**

Membership or Service Fees

- 9.1. Except as provided herein, all employees covered by this Agreement who are now or may hereafter become members of the Union shall, during the life of this Agreement or any renewal thereof, remain members of the Union as a condition of employment. All present employees who are not members of the Union shall become and remain members not later than the 30th calendar day following the commencement of this Agreement, or the completion of their probationary period (whichever occurs later). All new employees shall, not later than the completion of their probationary period, become and remain

members of the Union during the life of this Agreement or any renewal thereof. "Membership" for the purpose of this Agreement defined to mean the payment of a uniform initiation fee and uniform regular monthly dues. Any employee who is delinquent in making payments required herein for more than ten (10) calendar days shall be terminated by the employer within fourteen (14) calendar days of the Employer's receipt of written notice from the Union.

**ARTICLE 10.
CHECK OFF**

- 10.1 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 not be irrevocable for a period of more than one (1) 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 bi-weekly basis and will be transmitted to the union within ten (10) days after such deduction. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the necessary deduction shall be made from the employee's wages in the immediately following bi-weekly paycheck at the time which is the usual and customary time for dues and initiation fees deductions. Said amount will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.
- 10.2 The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such refund.
- 10.3 The Union will indemnify the Employer against claims and legal fees made against the Employer by reason of compliance with this article [Check Off].
 - A. The Employer will collect and forward membership application forms for new hires on behalf of the Union.
 - B. Active Ballot Club Check-Off: The Employer agrees to deduct contributions to the UFCW Active Ballot Club Political Action Committee from the paychecks of all workers who sign political checkoff forms. The Employer agrees to deduct contributions from a worker's paychecks beginning the first payroll period after the Union provides the Employer with a checkoff 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 checkoff authorization.
 - C. The Employer agrees to transmit all contributions to the Union with 10 (ten) days of the date the Employer deducts the contributions, and a list of the names, addresses, occupation, and contribution amounts for each contributing worker.

ARTICLE 11.
UNION REPRESENTATIVE ACCESS

- 11.1. A Union representative shall be permitted to visit the Employer to ascertain that the provisions of this Agreement are being observed and to confer with bargaining unit employees under the following criteria:
1. The Union shall notify the Employer as to which business representative is assigned to the Employer.
 2. The business representative will sign in at the main desk upon arrival, receive a badge for identification purposes, and sign out upon departure.
 3. Such visit will be limited to the break room unless different arrangements are made between the Employer and the Union business representative.
 4. Employees working with the business representative will do so on non-work time. Other meetings requiring the presence of the business representative, i.e., grievance meetings, labor/management, etc. will be arranged between the Employer and the business representative.

ARTICLE 12.
NEW HIRE ORIENTATION

- 12.1 The Employer agrees that it will permit Union representatives and/or stewards to perform orientations to discuss for up to thirty (30) consecutive minutes the benefits under this Agreement and of Union membership. The Employer agrees to provide the Union with seven (7) days' notice of the dates, times and location of all orientation sessions and provide a list of workers including name, address, home number, cell number, email, department, job classification, date of hire, social security number, wage rate, work location, hours, and company employee ID number.

ARTICLE 13.
BULLETIN BOARD

- 13.1. The Employer will allow the Union space to post notices of Union meetings, list of stewards, and other Union business in the Employer's break room. Under no circumstances shall such notices include inflammatory or derogatory comments. The Employer may remove postings which the Employer believes violate the above sentence.

ARTICLE 14.
LABOR/MANAGEMENT MEETINGS

- 14.1. The Employer and the Union agree that during the life of this Agreement, individuals from both parties (the number to be mutually agreed upon) be designated in writing by each party to the other for the purpose of meeting on a mutually agreeable schedule and at

mutually agreeable times and places so as to apprise the other of problems, concerns, suggestions, ideas, etc., related to the Facility, the workforce and resident services, all to promote better understanding with the other. All topics for such meetings shall be mutually agreed upon and shall not be for the purpose of initiating or continuing collective bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement, and such meeting shall be exclusive of the grievance and arbitration proceedings in this Agreement, as grievances shall not be considered proper subjects at such meetings.

ARTICLE 15.
GRIEVANCE AND ARBITRATION PROCEDURE

15.1. Should any differences or disputes arise over the interpretation of, application or compliance with the terms or provisions of this Agreement, there shall be an earnest effort on the part of both parties to resolve such differences ("grievance") promptly through the following steps. Employer grievances begin at Step 2 (below) by the Employer notifying the Union's Representative, who shall be responsible for providing the responses required under this procedure.

15.2. **Step 1**

Employees shall immediately first informally discuss grievances with their immediate supervisor. A steward may accompany the aggrieved Employee if he or she requests.

15.3. **Step 2**

If a grievance is not resolved in Step 1, it shall be reduced to writing on a mutually acceptable grievance form and must be submitted to the Employer's Administrator/Designee within fourteen (14) calendar days of the action or event which precipitated the grievance. Grievances regarding wage provisions of this Agreement shall be timely if submitted within sixty (60) calendar days after the regular pay day of the period in which the alleged violation occurred. Grievances relating to disciplinary actions or discharges shall be timely if submitted to the Employer within seven (7) calendar days of notice of the disciplinary action or discharge. The Employer's Administrator/Designee shall meet with the Union's Representative or Designee in an attempt to resolve the grievance within fourteen (14) calendar days of receipt of a written grievance. The Employer or Union shall have fifteen (15) calendar days after receipt of a written grievance, to respond in writing to the grievance.

15.4. **Step 3**

If a grievance is not resolved at Step 2, the parties may participate in non-binding mediation of the unresolved grievance, with the assistance of the Bureau of Mediation Services ("BMS"). The parties agree to work in good faith to complete BMS mediation within thirty (30) days of their completion of Step 2 of the Grievance Procedure.

15.4. Step 4

If a grievance is not resolved at Step 2, either party may refer a grievance to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer's Administrator/Designee within ten (10) calendar days following the date of a Step 2 written response. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Bureau of Mediation Services. Each party shall have the right to reject one entire BMS list, and to request BMS issuance of a new list. The Employer and the Union shall each alternatively strike one (1) name, and the order of striking shall be determined by flip of coin. The remaining arbitrator, after each party has made three (3) strikes, shall hear, and determine the dispute.

1. If an arbitration is conducted, 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.
2. The parties will mutually encourage the arbitrator to issue his or her award, absent mutual agreement of the parties, within sixty (60) calendar days following the close of the record. The award of the arbitrator shall be final and binding upon the Employer, the Union and Employee(s) involved. The fees and expenses of the arbitration shall be divided equally between the Employer and the Union, provided however each party shall bear the expense of preparing and presenting its own case.
3. All the time limitations set forth herein shall be mandatory. A party's failure to comply with a time limitation for advancing a grievance shall result in dismissal of such grievance. A party's failure to respond to a grievance at any level shall be treated as a denial of the grievance. Any failure to satisfy said time limitations following a grievance and/or demanding arbitration 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 written agreement of the parties.
4. The Employer's obligation to process grievances or to submit any disputes to arbitration under this Agreement shall end upon the expiration of this Agreement, except with respect to grievances which arose prior to expiration of this Agreement.

ARTICLE 16.
NO STRIKE, PROHIBITED CONDUCT, AND NO LOCKOUT

- 16.1. There shall be no strike, work stoppage, picketing, sympathy strike, or lock out during the term of this Agreement.

ARTICLE 17.
SENIORITY

Seniority of Employees Employed by Employer as of December 1, 2017

- 17.1. The seniority of Employees employed by the Employer as of December 1, 2017 will be based upon their most recent, prior date of hire by Employer.

Seniority of Employees Hired by the Employer After December 1, 2017

- 17.2. Employees hired by the Employer after December 1, 2017 and retained by the Employer after completion of their probationary period, will be credited with seniority as of their first day of employment with the Employer and their names will be added to the seniority list for their classification.

Basis of Seniority

- 17.3. Except as otherwise previously provided with respect to Employees previously employed by the Facility's prior employer, seniority will, for wage and benefit purposes, be based on an Employee's most recent date of hire by the Employer. Seniority shall be by classification within each department based on an Employee's most recent date of hire within or transfer to that classification. There shall be separate seniority lists for each classification which shall include full-time and part-time Employees. Employees working in more than one classification shall accrue all their seniority in their Primary Classification. An Employee's "Primary Classification" shall be the classification in which the Employee is regularly scheduled to work the most hours. Primary Classification seniority shall control for all purposes (layoff, job bids, etc.), other than employee benefits and wage rates.

Seniority Lists

- 17.4. The Employer shall, on or before the thirtieth (30) day following the commencement of this Agreement, prepare and post seniority lists by classification of all Employees covered by this Agreement, specifying the seniority of each Employee. Such lists shall be updated every six (6) months and sent to the union upon request.

Vacant Positions

- 17.5. All vacant positions, whether in existing or proposed new bargaining unit classifications, shall be posted at least seven (7) days before being permanently filled. The Employer

may make interim assignments to vacant positions. Such notice shall state the job classification to be filled and if possible, the anticipated shift of work and hours of work per pay period and the qualifications for the position.

- 17.6. Job related qualifications, as determined by the Employer, may include but are not limited to, related experiences and licensure and/or registration. The Employee with what the Employer determines to be the requisite qualifications, with the most seniority in the classification with the vacant position shall be awarded the position. If no Employee within the classification bids on the position, the most senior qualified applicant outside the classification shall be awarded the position. The Employer may assign Employees to areas, residents, or tasks as necessary to satisfy regulatory/resident care objectives, and without regard for seniority.

Transfers

- 17.7. Employees voluntarily transferring from one classification to another will accrue seniority, from the date of transfer to the new classification. Employees involuntarily transferred from one classification to another shall retain all previously accrued seniority.

Layoffs/Reductions/Recall

- 17.8. In reducing the number of Employees or making a reduction in hours, the Employer will determine the number of positions to be reduced within the Facility, Department, Unit, or classification. Subject to the preceding sentence, permanent layoffs shall be made in reverse order of seniority. Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for up to a maximum of twelve (12) months. The Employer will make a reasonable effort to give two (2) weeks' notice of impending permanent layoff to affected Employee(s). With respect to reduction in hours due to resident census fluctuations, case mix fluctuations, and other factors which cause the Employer to temporarily reduce staffing levels, the Employer may temporarily reduce hours by soliciting Employees to voluntarily reduce their hours, and/or by reducing the lengths of Employee(s)' shifts. If no volunteers, employer will reduce hours by seniority.
- 17.9. Employee eligibility for various Employer benefit plans shall be determined by the eligibility requirements of each plan. Employees who move among classifications shall retain their dates of hire and/or total compensated hours for purposes of determining employee benefit plan eligibility and benefit accrual rates.

ARTICLE 18. HOURS OF WORK AND OVERTIME

- 18.1. Nothing in this Agreement shall be construed as a guarantee or commitment by the Employer to any Employee of a minimum or maximum number of hours of work per workday, week, pay period, or year.

Pay Period

- 18.2. Each Employee's pay period shall consist of fourteen (14) consecutive days beginning on a day and time which will be set by the Employer and regarding which, Employees will be notified in writing. The Employer may adjust the time/day/start time of the payroll periods with not less than fourteen (14) days' prior notice to the Union and Employees.

Limit on Consecutive Days

- 18.3. No employee shall work more than seven (7) consecutive days during a two-week period, unless by mutual agreement between the Employer and employee, and such days off shall include at least two weekends per calendar month.

Posting of Schedules

- 18.4. Schedules shall be posted a minimum of two (2) weeks in advance of Employees' scheduled work. Employer will provide a new employee list with schedules every two weeks. Access to employees will be granted to the business representative.

Filling Vacancies

- 18.5. In filling vacant positions, the Employer shall give preference to Employees who the Employer, in the exercise of its sole discretion, determines are most qualified for the position. If the Employer concludes that two or more candidates for a position are equally qualified, the Employer shall award the position to the Employee in accordance with seniority by classifications.
- 18.6 The Employer shall follow a process to offer open hours to employees by first offering them on a non-overtime basis by seniority within the classification, then on an overtime basis by seniority within the classification. All open shifts and hours shall be posted for a minimum of five (5) calendar days prior to the posting of the work schedule and no later than five (5) calendar days after the posting of the work schedule whereby employees may indicate availability for specific open shifts within their classification.

Overtime

- 18.7. Overtime pay shall be one and one-half (1½) times the regular rate of pay. All Employees shall be paid overtime pay for all hours worked over forty (40) in a seven (7) day workweek. Overtime payments shall not be pyramided. Employees shall not be required to take time off in lieu of overtime pay. Any overtime worked must be approved by the Employee's supervisor, or if in nursing, DON, ADON, building charge nurse or staffing coordinator, in that order. This overtime must be approved in advance by the Employee's supervisor, as defined above.

Split Shifts

18.8. There shall be no split shifts unless mutually agreeable between the employee and Employer.

Attendance Incentive

18.9. Regularly scheduled Full-Time employees shall receive 1 days' worth of pay for perfect attendance for all scheduled shifts quarterly. This program will be reviewed at the end of this contract by the Union and Employer for its effectiveness. Perfect attendance is defined as no call ins for any scheduled shifts, regardless of reason. Under this program, there will be one forgiven tardy per quarter. Employee must request in writing to DON or NHA during the month directly after each quarter. Example- Jan, Feb, March- Employee would have to request in April.

ARTICLE 19. HOLIDAYS

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

19.2. Except as otherwise specifically provided by this Agreement, the Employer's Employee Handbook and Employee Benefits Summary shall govern with respect to all issues related to holidays.

ARTICLE 20. REST PERIODS AND LUNCH PERIODS

20.1. 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 workday. All lunch periods shall be on the Employee's own time and rest periods on the Employer's time. Rest periods and lunch periods for the individual Employees shall be scheduled by the Employer so as not to interfere with the operation of the Employer's Facility.

ARTICLE 21. LEAVES OF ABSENCE

Personal Leave

21.1. An employee may be granted a personal leave of absence not to exceed 30 days upon written approval from the administrator. Employees eligible must be employed a minimum of one (1) year prior to any personal leave of absence. An employee shall not have an anniversary or date of hire changed because of a personal leave of absence. Employees on a personal leave must utilize any accrued/unused vacation time.

SPUR (Special Project Union Representative) Leave

- 21.2. The Employer agrees that it will provide a leave of absence for a period of time, not to exceed one (1) year, for an employee requested by the Union to assist the UFCW International or Local for temporary work as a Union Representative. An employee wishing to take such leave should provide the Employer with thirty (30) days' notice of their desire to take such a leave.

Jury Duty

- 21.3 An employee shall immediately notify the Employer upon receiving a call for jury duty. When an employee is required to service on a petit jury, the Employer agrees to pay the employee's regular earnings based on employees' regular hours worked per week up to 40 hours per week for a maximum ten (10) calendar days annually.

Bereavement Leave

- 21.4 Full-time employees requiring time off for the death, funeral, or estate settlement of a member of their immediate family may be eligible for a paid bereavement leave of absence. For purposes of this policy, immediate family includes: the employee's spouse, domestic partner, sibling, stepsibling, parent, stepparent, child, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. Full-time employees may be granted time off up to a maximum of three (3) consecutive, regularly scheduled paid days.
- 21.5. Part-time employees may be granted appropriate unpaid time off as determined by the supervisor, not to exceed three (3) days. Other bereavement leave may be granted on a case-by-case basis, which may be paid or unpaid leave.
- 21.6. Pay for bereavement leave is equal to eight (8) hours at the employee's regular rate of pay. For full-time, exempt employees: time off for bereavement leave is unpaid only for any work week in which the employee performs no work. In all cases where bereavement leave is unpaid, you may elect to apply accrued vacation days to the absence.
- 21.7. Employees must send an email to Human Resources including the name of the deceased; the relationship to the employee; the name, address, and phone number of the funeral home; visitation times, address, date and time of services and interment.

ARTICLE 22. PAID SICK TIME

- 22.1. Following completion of 90 days of full-time employment, full-time employees will begin accruing paid sick time at a rate of .0308 hours per each hour worked (eight (8) days for

an employee regularly scheduled to work 40 hours per week), which may be used for illness of the employee or a family member. Accrued sick time carries over to the next calendar year up to the maximum amount of 96 hours. Employees reaching 96 hours of accrued sick time will stop accruing sick time until they have used sufficient sick time to fall below the cap. Employees may not use more than five (5) days of consecutive sick time. Sick time may not be used in lieu of vacation days.

Sick time may also be used for time off to attend medical appointments, such as doctor or dental appointments. For sick days that are foreseeable (such as scheduled doctor's appointments), you must contact Human Resources to request such sick days as soon as you are aware that they are needed. For unforeseeable sick days, you must notify Human Resources at the earliest possible time, but in no event later than four (4) hours before your scheduled start time on the day that you require such time off (unless such notice is impossible as a result of severe illness or injury, in which case you should notify Human Resources as soon as possible). When providing notice to Human Resources, a phone call, an email, or a handwritten note is acceptable, but a text message is not.

Sick time may be taken only in full-day increments.

In the event you are absent for illness or injury for more than three (3) consecutive workdays, the Company may request certification of such illness or injury from a medical practitioner and/or certification that you are fit to return to work following your absence. If you use all your allotment of paid sick days, any additional sick days will be paid only if you have accrued paid vacation days, which will be applied toward the additional sick days taken. In the absence of accrued paid vacation days, or if all sick and vacation days have been exhausted, additional sick days may be approved to be taken without pay.

Excessive requests for time off (other than the vacation and sick days allotted to you or other leave permitted or allowed by law), may subject you to discipline up to and including termination of employment.

If you change your employment status from full-time to part-time or casual status, your accrued sick-time balance will be forfeited (unless required by state law).

Availability of sick days does not necessarily exempt you from the Company's attendance standards. Sick days must be verified as requested.

ARTICLE 23. PAID VACATION

- 23.1. Only full-time employees are eligible for paid vacation time. No vacation time accrues during your first 90 days of employment. Upon completion of 90 days of full-time employment, eligible employees accrue vacation time as described below.

90 days - 4 years will accrue at .0385 hours per each hour worked (75 hours maximum per year)

5 years - 9 years will accrue at .0577 hours per each hour worked (112.5 hours maximum per year)

10 years - 14 years will accrue at .0770 hours per each hour worked (150 hours maximum per year)

15 years+ will accrue at .0961 hours per each hour worked (187.5 hours maximum per year)

The maximum amount of vacation that an employee may accrue without using may not be more than eighty (80) hours. Employees reaching eighty (80) hours of accrued vacation will stop accruing vacation until the employee has used sufficient vacation to fall below the cap. Unless otherwise required by applicable law, employees may carry over no more than forty (40) hours of vacation from one calendar year into the next. In other words, all accrued vacation time in excess of forty (40) hours will be forfeited if not used in the calendar year in which it accrues.

Requesting vacation days

- 23.2 Requests for vacation must be submitted to an employee's supervisor at least four (4) weeks prior to the requested vacation period, except in the case of a bona fide emergency. For requests made prior to February 15 of any calendar year for vacation during that year, preference for requested dates will be given to employees on the basis of seniority. Vacation requests submitted after February 15 will be considered on a first-come, first-granted basis. The approved seniority vacation schedule will be posted by March 15 of each year.

Pay

- 23.3 You will be paid at your regular rate of pay for each day or week of vacation taken. Vacation pay will be paid on normal payroll periods and is to be taken in full-day increments (7.5 hours). Unless required by state law, accrued but unused vacation time is forfeited upon the termination of your employment or a status change to part-time or casual hours.

Employees may not use vacation days before they accrue. If you exhaust your accrued vacation days, additional vacation days may be approved to be taken without pay.

Pay in Lieu of Time

- 23.4 **Vacation Pay Out:** Fifty percent (50%) of unused paid vacation will be paid out to employees with 2 weeks' notice. During the notice period, the employee must work all scheduled shifts, unless with excused sickness and a doctor's note is provided, as well as

no tardy. The doctors note must be received by the employer within 7 days of the shift(s) missed. The employee must call in for the missed shift(s). Failure to complete this would forfeit vacation pay out.

If an Employee is called in to work during an approved vacation, the Employee shall be paid for their vacation time and all hours worked.

ARTICLE 24. INSURANCE

Health Insurance

Dental Insurance

Vision Insurance

- 24.1. During the life of this Agreement, the Employer will offer or provide Health, Dental, and Vision, to Employees covered by this Agreement under the same terms and with the same coverage, eligibility requirements, deductibles, Employer contributions, limits on the Employer's contributions, carriers, premiums, enrollment periods and other aspects of plans as the Employer offers to other hourly paid Employees.
- 24.2. The Employer shall have the right to amend the foregoing plans, including coverage eligibility criteria, deductibles, Employer contributions, limits on the Employer's contributions, carriers, premiums, enrollment periods, and other aspects of the plans, provided any such amendments are also applicable to other of the Employer's hourly Employees. The Employer agrees to give the Union and Employees notice in advance of any such changes but shall not be obligated to bargain with the Union regarding any such changes.

ARTICLE 25. WAGE RATES

New Hire Wage Rates for Employees

- 25.1. All employees' wages and scales will be increased by:
 - 3% for year one (effective 5-1-2021)
 - Wage reopener (5-1-2022)
 - Wage reopener (5-1-2023)

If the facility has a proven positive case of Covid-19, employees assigned to patient, including, dietary and housekeeping shall receive a \$2.00 premium for all hours worked.

St. Louis Park OpCo II, LLC

d/b/a

Park Health a Villa Center

Effective May 1, 2021

	Cook	Dietary Aide
New Hire	\$15.81	\$13.24
1 Year	\$16.33	\$13.75
2 Years	\$16.84	\$14.27
3 Years	\$17.36	\$14.78
4 Years	\$17.87	\$15.30
5 Years	\$18.39	\$15.81

	CNA
New Hire	\$15.45
1 Year	\$15.66
2 Years	\$15.86
3 Years	\$16.07
4 Years	\$16.27
5 Years	\$16.48
6 Years	\$16.74
7 Years	\$17.00
8 Years	\$17.25
9 Years	\$17.66
10 Years	\$18.03

The contract duration is a three (3) year agreement.

Experience Credit

- 25.2 Employees who have relevant prior long-term care and/or hospital experience, may receive experience credit for the purpose of setting their initial wage rates. Wage rates in this agreement are minimal. No new employee will be hired at a rate higher than a current employee with equal experience. Whether an Employee will receive experience credit and the amount of that experience credit granted, if any, shall be within the discretion of the Employer.

Shift Differential

- 25.3 CNAs working evening shift (2p-10p) will receive a \$0.25 per hour shift differential.

Preceptor

- 25.4 Any employee designated as a preceptor, working assigned preceptor hours, will receive a dollar fifty (\$1.50) for those hours.

TMA

- 25.5 Any TMA designated as a TMA, working assigned TMA hours, will receive a dollar fifty (\$1.50) for those hours.

Paycheck Corrections

- 25.6. The Employer shall issue checks to correct Employer errors on paychecks within two (2) business days of notice to the Employer from the Employee.

Minimum Call-In Pay

- 25.7
- If an employee is called into work, they shall be paid a minimum of four (4) hours.
 - If any staff is called into work after the shift has started, they will get paid from the beginning of said shift provided they arrive within one hour of the time of call in.
 - Meal Ticket – Any employee who is working a double shift will receive a meal ticket provided by employer. Employee who is working the double shift must request meal prior to meal service.

**ARTICLE 26.
UNIFORMS**

- 26.1. If the Employer requires an employee to wear a uniform in the performance of his or her duties, the Employer will provide the employee with two sets of the required uniform. It is the responsibility of the employee to ensure that their uniforms are properly maintained and laundered.

**ARTICLE 27.
RETIREMENT SAVINGS PLAN**

- 27.1. The Employer will offer a retirement savings plan ("Plan") to employees. The Employer shall determine and may modify without notice to or bargaining with the Union, all aspects of that Plan, including but not limited to the Plan administrator, investment options, contributions, Employer contributions, if any, and any other aspects of that Plan.

**ARTICLE 28.
LIFE INSURANCE**

- 28.1. The Employer will offer employees life insurance as provided in the Employer's Employee Handbook and Employee Benefits Summary. The Employer shall have the right to determine and change all aspects of this life insurance coverage, without prior notice to or negotiation with the Union, but will notify the union of these changes.

**ARTICLE 29.
HEALTH & SAFETY**

- 29.1 If a federal, state, or local government declares an emergency and institutes measures that may impact the operations of the Villa at Park Health, the facility management and union agree to meet to review protocols and safety measures to be implemented intended to provide safe and healthy working environment.

When such emergency is declared, facility management will bring most recent changes in policy, procedure or working conditions to the Union representative as soon as possible.

If the declared emergency involves an infectious agent, the facility will work to provide necessary PPE, Vaccines etc. to mitigate the spread of infectious agent at no cost to employee. The employer shall provide training on PPE to mitigate spread of infectious agents and adequate time for employees to put on and take off PPE.

When it is determined that an employee has suffered an exposure in the workplace to an infectious agent, hazardous chemical agent, or harmful physical agent and, as a result, is not permitted to work by the Employer or an appropriate regulatory agency, the Employer agrees that such an absence will not be used for corrective action or any other purpose under attendance policy.

The parties agree to comply with Minnesota Statutes Section 182.654, sub 11 (Refusal to Work Under Dangerous Conditions.)

Respectful Workplace: The Union and Employer are committed to provide a work environment that is free from hostile, abusive and disrespectful behavior.

**ARTICLE 30.
DURATION AND CHANGES**

Duration

30.1. This agreement shall become effective at 12:00a.m. on May 1, 2021 and shall remain in effect through 11:59 p.m. on April 30, 2024. There will be a wage re-opener as of May 1, 2022, and May 1, 2023.

Termination or Changes


30.2. It shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate it at least ninety (90), but not more than one hundred twenty (120) days prior to April 30, 2024 of any year thereafter if it is automatically renewed.

The undersigned signed this Agreement on the dates as indicated below.

EMPLOYER:

UNION:

By: 
VP Operations

By: 
Paul Crandall
Secretary-Treasurer

Date: 5/26/2021

Date: 5/26/2021