

AGREEMENT

between

CEDARGATE NURSING HOME
LICENSED PRACTICAL NURSES

and

UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL NO. 655

January 1, 2021

THROUGH

December 31, 2023

PREAMBLE

This Agreement made and entered into this January 1, 2021 by and between Cedargate Nursing Home (hereinafter referred to as "Employer") and the United Food and Commercial Workers' Union, Local 655 chartered by the United Food and Commercial Workers International Union, AFL-CIO-CLC (hereinafter referred to as "Union").

WHEREAS, a higher standard of patient care is required for the infirm elderly,

NOW, THEREFORE, the parties under this Agreement have a duty to provide an extraordinary level of service and patient care and avoid patient abuse or neglect.

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interest of the patients of Cedargate as well as of its employees, and to avoid interruptions and interferences with services to patients, and as set forth herein their agreement covering rates of pay, hours of work, conditions of employment, and to provide for the orderly settlement of disputes which may arise.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION CLAUSE

1.1 The Employer agrees to recognize the Union, and hereby does recognize the Union, as the sole and exclusive bargaining agent, with respect to rates of pay, hours and all other terms and conditions of employment, for the appropriate unit herein established and described as follows:

All full time and regular part time Licensed Practical Nurse employees, employed by the Employer at its Poplar Bluff, Missouri facility located at 2350 Kanell Boulevard, excluding dieticians, registered nurses, service and maintenance employees, and other technical employees, office clerical and professional employees, guards and supervisors, as defined in the Labor Management Relations Act.

The dispensing of medicine and medication may at the Employer's option be performed by members of this bargaining unit, but shall not be exclusive, but may be performed by excluded personnel, including Registered Nurses and Medication Aides.

The Employer has the total right of selection of those Licensed Practical Nurses (hereinafter "LPNs") to dispense medicine or medication, as long as such selection is not arbitrary. No right to refuse medicine or medication dispensing exists with LPNs, and no premium shall be provided for the dispensing of medicine and medication for LPNs.

1.2 Neither the Employer nor the Union shall discriminate against any employee or

CEDARGATE NURSING HOME
LICENSED PRACTICAL NURSES

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TERM OF AGREEMENT:
January 1, 2021 – December 31, 2023

applicant for employment, because of race, sex, age, **sexual orientation, gender identity**, religious affiliation, nationality, handicapped status, or status as a Vietnamese era veteran, or Union affiliation.

1.3 LPNs will engage in the promotion of health and the care of persons who are ill, injured, or experiencing alteration in normal health processes as prescribed by Mo. Rev. Stat. 335.016. They will have successfully completed a prescribed curriculum in a state accredited school of practical nursing, or its Board determined equivalent, and shall possess a current license to practice as an LPN.

References to either male or female gender within this Agreement shall be equally applied to both genders.

ARTICLE 2 - OTHER AGREEMENTS

The Employer agrees not to enter into any agreement with its employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 3 - UNION SECURITY

3.1 All present non-probationary employees who are members of the local Union on the execution date of this Agreement, shall remain members of the local Union in good standing as a condition of employment.

3.2 All present non-probationary employees who are not members of the local Union on the effective date of this Agreement shall become members by the 90th day following the signing of this Agreement. Present probationary employees shall become members by the 90th day following the signing of this Agreement or the completion of their probationary period.

3.3 All employees who are hired after the effective date of this Agreement shall become and remain members in good standing of the local Union as a condition of employment by the 91st calendar day following employment.

3.4 Duly authorized Business Representatives of the Union shall be permitted access to the Employer's premises at reasonable times for the purpose of conferring with management or observing conditions with reference to any dispute, grievance, or other such matters involving the relations between the parties, provided that prior to entering the premises, he or she shall notify the Administrator of the purpose of his or her visit, and provided further that such visit shall not interfere with the work of the employees or the operation of the facility. Upon sufficient advance notice to the Administrator, access to the Nursing Home shall be provided on evening shifts and holidays for visitations, which require information or observations, not available on other shifts or days. While in the home, he or she shall be accompanied by a representative of management if the Employer

so desires. The representative, when discussing a grievance with a grievant, shall be allowed to do so in privacy. There shall be no Union activity on Company/Home premises, except as expressly permitted by the terms of this Agreement.

The Business Representative may call the Steward into the meeting with the Nursing Home Management.

3.5 The Employer shall notify the Union each month before the tenth day of each month, in writing, of the employment of all new employees with the following information: The employee's name, residence address, social security number, telephone number (home and/or cell), job location, rate of pay, and the date of employment.

3.6 Upon receipt from any employee covered by this bargaining unit of a dues deduction or other fees and assessments as provided by an authorization check-off form in writing, revocable within each twelve months of signing, or the expiration date of the labor agreement, whichever occurs sooner, the Company will deduct from the second pay period wages of each calendar month for such employee the dues amount certified in writing by officers of the United Food and Commercial Workers, Local 655, to Cedargate Nursing Home. Dues deducted will be forwarded to Local 655 within fifteen (15) days of their deduction from wages.

3.7 The Employer agrees to have new employees fill out the Union application at the time of hire.

ARTICLE 4 - MAINTENANCE OF STANDARDS

4.1 No employee shall as a result of this Agreement suffer any reduction in rate of wages. This Agreement provides minimum standards only, and the Employer may unilaterally grant additional benefits, which are not otherwise a violation of this Agreement or state or federal law.

4.2 July 1, 1980 practices with respect to free employee parking, provision for employee lockers, and access to lavatory and toilet facilities, will be preserved for the duration of this Agreement. The present opportunity for day shift employees, who are scheduled an eight (8) hour shift, to purchase meal tickets shall be preserved until Employer's notice to discontinue, after which discussion with the Union as to discontinuation must take place. Discussion will take place before the discontinuance. When a day shift employee is scheduled more than eight (8) hours or is held over past their scheduled eight (8) hour shift, such employee shall be provided a meal ticket at no charge.

ARTICLE 5 - GRIEVANCE PROCEDURES

5.1 Any dispute involving the application or interpretation of this Agreement, whether originating with an employee, the Union, or the Employer, shall be exclusively submitted for settlement under this grievance procedure.

5.2 Any aggrieved employee and the Employer shall attempt to resolve such complaints among themselves. No complaint will be considered by the Employer unless it is brought to the attention of the supervisor or representative of the Employer within seven (7) calendar days of its alleged occurrence. The failure of an aggrieved employee to present a complaint directly to the attention of the Supervisor or Employer representative within seven (7) calendar days of the time the grievant knew of, or reasonably should have known of, the occurrence of such alleged disputes, shall foreclose advancement of such dispute to any further steps of the grievance arbitration procedure.

The employees' handling of employee grievances and other Union business will be handled during break times and during nonworking hours, except where grievance is of an emergency nature, in which instance the Steward must notify and obtain permission from his Supervisor to process the emergency Union business.

5.3 Within seven (7) calendar days of the time for first presenting a complaint to the Employer, a grievance form containing written Statement of Facts as Perceived by the Employee, shall be advanced to the Employer for any unresolved dispute to be advanced forward. A copy of the document shall be provided to the employee. The Employer will respond by sending to the Union and the employee the Statement of Facts as Perceived by the Employer within seven (7) calendar days after receipt of the Statement of Facts as Perceived by the Employee.

5.4 In the period during seven (7) calendar days after the Employer Statement of Facts are provided the Union and Employer representatives shall attempt to agree in writing to an Agreed Upon Statement of the Disputes, and either party may amend their own Statement of Facts in writing to the other party.

5.5 Complaints or grievances as to the amount of money due and payable to any employee for wages, hours worked, vacation allowances and days off may be filed and furnished to the Employer within fifteen (15) days after the first regular payday following the occurrence of such alleged violation relating to such wages.

5.6 Failure to give any such notice of any grievance shall constitute permanent waiver and bar of the grievance and the employee shall be forever foreclosed from raising any complaint, grievance or reference in regard thereto. Representatives of the Employer and the Union shall immediately after the submission of such grievance in writing, by mutual negotiation, attempt to arrive at a satisfactory settlement thereof. After such grievance is reduced to and submitted in writing, the employee may be represented by the Union not exceeding, however, two (2) in number. The Employer may be represented by such representative(s) as it shall select.

5.7 In matters other than discharge or suspension, if such grievance raised by the Union or an employee, or an Employer dispute or controversy cannot be settled between the parties within twenty (20) calendar days after delivery of written notice of such grievance,

the matter may be submitted to an arbitrator by either party. Such an appeal to arbitration shall be in writing and served on the other party within forty-five (45) days after the alleged occurrence. The representative of the Employer and representative of the Union shall attempt to select such arbitrator.

5.8 If they cannot agree upon an arbitrator within three (3) calendar days of the failure to agree to an arbitrator, either party may request the Federal Mediation & Conciliation Service to submit a list of seven (7) names of National Academy arbitrators from which the arbitrator shall be selected, with the party requesting arbitration making the first selection. The decision or award shall be final and binding on both parties.

5.9 Suspension and discharge grievances shall be given expedited processing under this Article, and any Union or employee grievance dealing with suspension or discharge shall have a panel submission begun within seven (7) calendar days of the filing of the grievance, and the arbitration shall be targeted for a period no later than thirty (30) days from the filing of the grievance.

5.10 The fees and expenses of the arbitrator are to be borne equally between the Employer and the Union.

5.11 The arbitrator shall have the authority and jurisdiction of solely determining interpretation and/or application of the Agreement, respecting the grievance in question, but shall not have the power to alter or modify the terms of this Agreement.

5.12 Mutually agreed upon extensions of the above time limits may be effected.

5.13 When any disciplinary write-up continues for two (2) years without any other disciplinary write-up or disciplinary suspension being issued to that same employee, the disciplinary write-up shall be expunged. Disciplinary suspensions shall not be expunged irrespective of time. The legend acknowledging that the signing of the form does not admit misconduct will be added to Form 210 and employees will be required to sign off Form 210 and Form 211. Copies of Form 210 and Form 211 will be sent each month to Business Representative, of United Food & Commercial Workers, Local 655. The Business Representative will have ten (10) calendar days from the date of mailing by Cedargate Nursing Home to grieve or grieving of those disciplinary conference forms will be foreclosed.

ARTICLE 6 - PAY PERIODS

6.1 Payroll shall run bi-monthly. The first monthly pay periods will begin on the 1st of the month and end on the 15th. The second monthly pay period will begin on the 16th of the month and end on the last day on the month. Payroll issue dates will be the 8th and 23rd of each month. If a payday falls on a Saturday, paychecks will be released on the previous Friday. If a payday falls on a Sunday, paychecks may be released on the next business day. If payday falls on a holiday, the Company will make every effort to have the

paychecks released on the previous business day, but paychecks may be released on the next business day. Each employee shall receive a check stub showing the number of hours worked at straight time and at overtime, the rates of pay, holiday pay periods, and the amount of deductions, and for what purpose. The Employer shall maintain a time clock for all employees covered by this Agreement. If an employee is unable to pick up his/her check in person, please make arrangements with the Office Manager prior to the issuance of the check. A signed and dated authorization identifying who will be picking up the check will be required by the Company prior to releasing the check. Payroll checks will not be mailed under any circumstances.

6.2 Direct deposit is available for employees. The employee must fill out the appropriate forms provided by the Company and attach a voided check. Direct deposit will then be implemented for that employee for the following pay period.

ARTICLE 7 - HOURS OF WORK AND REST PERIODS AND LUNCH PERIODS

7.1 The "workweek" shall be defined as a seven (7) day period beginning Sunday at 12:01 am and ending Saturday at 11:59 pm. Nothing in this Agreement shall be construed as a guarantee of hours worked per day, or a guarantee of days worked per week.

It is agreed that standard shifts will be of eight (8) hours' duration, excluding lunch periods, with rough durations as follows (although starting and ending times may be established with minor variations to accommodate lunch periods, customer or patient needs):

- | | | |
|-----|--------------------------------|--|
| 1.) | Licensed Practical Nurses ---- | 6:00 A.M. to 2:30 P.M.
2:00 P.M. to 10:30 P.M.
10:00 P.M. to 6:30 A.M. |
|-----|--------------------------------|--|

7.2 Employees wishing to maximize hours, while holding positions not providing forty (40) hours in a workweek, will be asked to waive in writing the twelve (12)/or seven and one-half (7-1/2) hour requirement in order to receive hours maximizing. While a written waiver is in effect no twelve (12)/or seven and one-half (7-1/2) hour interval requirement will be effective, nor will overtime be paid by reason of scheduling with more than seven and one-half (7-1/2) hours in a twenty-four (24) hour period.

When an employee provides the Administrator with a written interest in more hours per two week pay period, and there occurs without overtime the opportunity for more hours on the same shift, when the interested employee has a day off, those added hours will be so provided. The Cedargate, nursing home, is not obligated to rearrange scheduled days off to accommodate such request.

7.3 During the waiver period employees must accept assignments or subject themselves to discipline. Waiver may be rescinded in writing; whereupon maximizing will cease and

those rescinding will not be required to accept assignments with less than twelve (12)/or seven and one-half (7-1/2) hour intervals.

The following form will be required of employees wishing to maximize:

"I am willing to work for less than twelve (12)/or seven and one-half (7-1/2) hours between shifts in order to maximize my hours and I acknowledge that I will not receive overtime pay for such hours."

Schedules shall provide employees with twelve (12)/or seven and one-half (7-1/2) hours rest between shifts, unless otherwise mutually agreed between employees and employer.

7.4 Work schedules shall be posted at least three (3) weeks prior to the start of the work period. All changes for irregular or emergency conditions may be made without prior notice under normal conditions. One (1) week's notice of change in the schedule shall be given by the Employer to the individual employee. Employees will be able to change their schedules with another employee, as to shift and days off, providing it does not interfere with patient care, and does not incur overtime and is with notification to their supervisor. Employees must provide written notification, signed by both employees and approved by management, of the "switched" shift. Once a shift has been "switched" it may not be switched a second time unless in case of emergency and approved by management.

7.5 The Employer agrees to pay time and one-half for all hours worked beyond forty (40) hours in one workweek.

7.6 All regular available hours within work classifications shall be offered to regular employees who indicate a written interest in call-in work before on-call employees, or work program employees are scheduled or called in, whenever this would not result in the payment of overtime.

7.7 Overtime shall be voluntary and overtime pay shall be paid at the rate of time and one-half (1-1/2) times the regular rate of pay, except that when insufficient staffing assignments or overtime volunteers are obtained within the LPN classification, then such assignments shall be rotated during each payroll period with the first assignment directed to the junior LPN employee, and in seniority sequence to each less junior LPN employee during the pay period.

7.8 In filling vacancies for which no call-ins available, the Company will resort to the junior available qualified employee, but in doing so may require such person to come in on his/her day off. Alternative days off will be attempted within the fourteen (14) day period, upon request.

7.9 The Employer will provide a fifteen (15) minute paid rest period in the first one-half of each shift, together with a fifteen (15) minute paid rest period in the second one-half of

each shift, while reserving the right to schedule break times at its discretion under a staggered relief program or total unit relief arrangement. Employees are not permitted to leave the premises during the paid rest periods, except upon prior approval of management. The current practice of allowing smoking off grounds will not change as a result of this language. In the week before monthly schedules are set, employees on a given shift may request of the Administrator that one of two daily breaks will be added to their lunch period; and if the Nursing Home consents, that arrangement will prevail for the following two pay periods:

7.10 Employees reporting for work at their regularly scheduled starting time, who have not previously been notified not to report for work, shall receive a minimum of two (2) hours of work for that period, or in lieu thereof two (2) hours' pay.

7.11 Employees who are called in to work outside their regularly scheduled shifts shall receive a minimum of two (2) hours' pay, or pay for hours actually worked, whichever is greater.

7.12 No employee will be required to work more than five (5) hours a day without a one-half hour lunch period without pay.

7.13 So far as possible, and still providing adequate care for the needs of residents, a lunch period shall be scheduled by the Employer as near as possible in the mid-point of the work period. However, LPNs working on the 2:00 P.M. to 10:30 P.M. shift and the 10:00 P.M. to 6:30 A.M. shift shall be provided with a one-half hour paid lunch period, as long as their shift remains staffed without an RN supervisor and the LPN does not exit the building for the lunch period. Both conditions must be met for the lunch break to be paid. Lunch time paid for and not worked as paid lunch periods shall not be calculated in reckoning overtime.

ARTICLE 8 - MANAGEMENT RIGHTS

The management, control and location of the Employer's facility, nursing home and business, and the direction of the working force, or the right to initiate and/or terminate patient care and patient care services, the right to plan, direct and control all business operations, the right to determine staffing consideration consistent with state and federal regulations, to promote and demote for just cause, to hire, suspend, discipline or discharge for just and reasonable cause, the right to maintain order and efficiency, and to provide the best possible care for its patients, the right to relieve employees from duty for lack of work or other just cause, the right to transfer employees from job to job within the classification, subject to the seniority provisions of this Agreement, the right to from time to time promulgate reasonable working rules and regulations, the right to introduce and improve methods of operation, the right to exercise all other such management prerogatives as are not expressly restricted by the Agreement, are vested exclusively in the Employer.

ARTICLE 9 - BARGAINING UNIT WORK

9.1 The work of the bargaining unit shall be performed by members of the bargaining unit whenever it can be performed as economically as by others, who might perform work on a contract basis.

9.2 When transfer of work for economy is required, the nursing home may use its full efforts to relocate within the home those affected employees, as attrition allows.

9.3 The nursing home may have work performed by others where the skill and ability is lacking for members of the bargaining unit, or where equipment and/or machinery is unavailable to the nursing home for the work to be performed.

ARTICLE 10 - SENIORITY

10.1 A new employee shall be on probation with the Employer during the first ninety (90) calendar days. The Employer shall have the right to terminate such probationary employee in its sole and absolute discretion and without the employee's recourse to the grievance procedure prior to the completion of the probationary period. Upon completion of the probationary period the seniority of the employee shall be computed from the date of hire. Should an LPN have her license removed by State action, that employee shall be relieved of LPN duties without recourse to grievance, even after the successful completion of his or her probationary period.

There shall be two (2) types of Cedargate Nursing Home seniority established:

1. Full time and part time seniority:
2. Job classification seniority as an LPN.

10.2 In the filling of shift vacancies, LPNs shall have the right to exercise their seniority as an LPN to fill a shift vacancy, and the bidder with the longest job classification seniority shall be awarded the vacancy.

10.3 None of the two types of seniority shall be used to claim specific job assignments within the LPN classification.

10.4 Layoff and recall shall be governed by seniority only within the LPN job classification, and the least senior employee with LPN seniority shall be laid off when a reduced need occurs in the LPN staff, and the total nursing home seniority shall not be a factor in such layoff. Regular and recurring cutback in hours shall be treated as layoff and governed as herein set out.

10.5 Once an employee exercises his/her seniority for shift vacancies, seniority shall not be again exercised for ninety (90) calendar days.

10.6 Full time employees are those employees who work for or are paid for vacation, holiday and/or paid sick leave for thirty-seven (37) hours per week. Part-time employees are those employees who work or are paid for vacation, holiday and/or paid sick leave for less than thirty-seven (37) hours per week. This provision specifically excludes the definition of full-time employees for benefit purposes which is addressed in Article 15 herein.

10.7 Full time employees shall have seniority over part time employees.

10.8 Part-time employees advancing to full time must work at least an average of thirty-seven (37) hours per week for four (4) consecutive weeks before being reclassified as a full-time employee. Once an employee is classified as Full time, that employee shall continue to be considered Full time for benefit purposes until such time that the employee works, on average, less than thirty-seven (37) hours per week for twelve (12) consecutive weeks, unless such employee has agreed to waive this provision in writing.

10.9 When an employee's employment is voluntarily reduced from full time to part time, their part time seniority is dated from the original date of hire within that job classification. When a part time employee is advanced to full time seniority their full time seniority dates from the latest assignment to full time work, within their job classification.

10.10 During the employee's probationary period the probationary employee shall have no entitlement to non-wage benefits under this Agreement, such as holidays, vacation, etc. Seniority shall terminate for the following reasons:

1. Voluntary resignation;
2. Discharge for proper cause;
3. Failure of an employee to return to work following a layoff within five (5) working days after notice by registered mail or telegram by the Employer to the employee's last shown address on Employer records;
4. Failure of an employee to return to work under the terms and conditions of leaves of absence;
5. Where an employee has performed no work for the Employer for a period of twelve (12) calendar months;
6. Retirement.
7. Where an employee is absent from work for two (2) days within a thirty (30) day period without notifying the Employer, provided that it

is understood that all employees are expected to immediately notify the Employer whenever they are absent or tardy, and where possible, in advance. Under this clause, two (2) consecutive days would be counted as one (1) occurrence.

8. Where an employee gives misleading, erroneous and/or false statements in seeking employment with the employer;
9. Where an employee accepts other employment during the leave of absence without prior special written provisions.

10.11 Seniority listing of all employees shall be posted in a conspicuous place and kept current every six (6) months.

10.12 Termination of seniority as used in this Agreement shall mean termination of employment.

ARTICLE 11 - SHIFT BIDDING AND POSTING

11.1 When a shift vacancy exists the Employer shall post upon a designated bulletin board a notice that a shift vacancy exists, setting forth therein the shift opening. This notice shall be posted one (1) time for each shift opening for five (5) calendar days, but during those five (5) calendar days the Employer may temporarily assign any employee to fill the shift opening.

11.2 The Employer shall fill shift openings from persons bidding, in accordance with seniority above. Any person bidding must be available to work the required hours of that position.

11.3 Once a bid is submitted to the Administrator, the employee's name and seniority date will be affixed to the job posting by the administrator.

11.4 If an employee successfully bids for a shift opening, he or she shall not be eligible to bid for another shift opening for a period of ninety (90) calendar days.

ARTICLE 12 - TERMINATION OF EMPLOYMENT

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

12.2 No employee shall be suspended, demoted or dismissed without sufficient cause, except as provided in Seniority. If after proper investigation it is found that an employee

16. Willfully damaging or abusing the property of company, its employees, or its residents.
17. Abusive conduct towards a guest or employee.
18. Hazardous behavior regarding proper health and safety practices.
19. Unlawful possession or unlawful use or being under the influence of narcotics and/or alcohol or hallucinatory drugs at work; (reasonable suspicion standard shall apply for employee testing)
20. The possession, use, sale, or distribution of illegal drugs or controlled substances.
21. The disclosure of confidential or proprietary information (HIPAA)
22. Failure to obtain or maintain proper licenses

12.4 Employees called to the office to discuss discharge have a right to their shop steward's presence if requested.

ARTICLE 13 - HOLIDAYS

13.1 The following days shall be considered holidays:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

13.2 When an employee works on a holiday designated under this Agreement, that employee may receive holiday pay in accordance with the schedule in Section f, following, or may elect to take an additional day off with pay, at the election of the employee. Should an employee choose to take an additional day off with pay, the day off must be taken within sixty (60) days of the holiday worked and must be with the approval of the supervisor. Any eligible employees not utilizing holidays within sixty (60) days will be paid the equivalent pay.

13.3 All employees with one year of service shall be entitled to one (1) additional day off with pay as a personal holiday. Selection of such day shall be by mutual agreement. Each of those employees having attained three (3) years of service will receive a second personal day after their third anniversary date and each succeeding anniversary date. Each of those employees having attained five (5) years of service will receive a third personal day after their fifth anniversary date and each succeeding anniversary date. Each of those employees having attained seven (7) years of service will receive the fourth personal day after their seventh anniversary and each succeeding anniversary date. Each

has been disciplined unjustly, the employee's rights will be adjusted between the parties or by an arbitrator; provided, however, that no claim for compensation of time loss shall be paid, unless the claim is presented to the Employer in writing within seven (7) days after the suspension, demotion or dismissal in question. In case of a dismissal, the employee affected may request and shall receive from the Employer, in writing, the reason for said dismissal.

12.3 Reasons for discharge shall be for just cause, which shall include, but not be limited to:

1. Dishonesty, theft, personal use of Company supplies, willful destruction of Company property.
2. Incompetence.
3. Racial intolerance.
4. Failure to obey reasonable instructions not in conflict herewith.
5. Reporting to work with evidence of drinking or possession of liquor on Company property.
6. Calling an unauthorized strike or walkout.
7. Insubordination.
8. Patient misuse and/or abuse.
9. Falsification of records.
10. Possession of weapons on the premises.
11. Receiving money or gifts from residents for services rendered to residents within the regular line of duty.
12. Such irregular attendance, other than that which arises exclusively from on-the-job injuries, which results in an ineffective, unreliable employee.
13. Sleeping while on duty (clocked in)
14. Egregious neglect of duties.
15. Physical fighting while on Company premises or on duty.

of those employees having attained nine (9) years of service will receive the fifth personal day after their ninth anniversary and each succeeding anniversary date.

13.4 All employees with one (1) year or more of service shall be entitled to their birthday as a day off with pay. It is agreed that upon mutual agreement between the Employer and the employee that employees may take another day off with pay in the week in which their birthday occurs in lieu of the birthday holiday.

13.5 All regular full time employees will be paid eight (8) hours' pay provided they work their last scheduled work day prior to and after the designated holiday unless absence is due to proven illness, or is excused by management.

13.6 Holiday pay shall be arrived at by averaging the hours worked in the four (4) weeks immediately preceding the holiday week as follows:

Between 16 and 24 hours worked - 4 hours' pay
Between 24 and 32 hours worked - 6 hours' pay
Between 32 and 40 hours worked - 8 hours' pay
Over 40 hours worked – 10 hours' pay

In computing the average hours worked in the four weeks immediately preceding the holiday, holiday and vacation hours, together with sick leave days used in the four (4) weeks immediately preceding the holiday, will be included along with hours worked.

13.7 Holiday pay will include the shift differential that the employee has been receiving provided the employee has worked during the employee's anniversary year at least ninety-five percent (95%) of his/her hours on a shift for which a shift differential is paid. Determination will be made at each holiday pay occurrence.

ARTICLE 14 - VACATIONS

14.1 All employees shall be entitled to ten (10) working days' vacation with pay after one (1) year of continuous service.

14.2 All employees shall be entitled to fifteen (15) working days' vacation with pay after five (5) years of continuous service.

14.3 All employees shall be entitled to twenty (20) working days' vacation with pay after ten (10) years of continuous service.

14.4 All employees shall be entitled to twenty-five (25) working days vacation with pay after twenty (20) years of continuous service.

14.5 Employees shall receive vacation with pay for the number of hours paid in that anniversary year, including vacation, holiday, paid sick leave days, jury leave and paid

bereavement leave days paid for in the immediately prior anniversary year, divided by fifty-two (52) and multiplied by their hourly rate in effect at the time of vacation, for each week of vacation entitlement. Holiday, paid sick leave days, paid bereavement days, vacation and paid jury leave will be included to the extent that their inclusion does not cause the vacation entitlement to exceed forty (40) hours per week. Production hours will be included regardless of the quantity. Split vacation will be permitted. Vacation pay shall include the shift differential that the employee has been receiving provided the employee has worked during the employee's anniversary year at least ninety-five percent (95%) of his/her hours on a shift for which a shift differential is paid. Determination will be made at each vacation pay request. Vacation time may be "cashed out" at a maximum of one (1) week [forty (40) hours] per calendar year. Such "cash out" will occur on a fixed date determined by the Company once per calendar year and employees are responsible for electing to "cash out".

Alternatively, employees may rollover up to forty (40) hours of vacation time upon reaching their employment anniversary date. Employees may only elect one option, either a vacation time "cash out" or "roll over" during a calendar year. For example, if an employee elects to "cash out" vacation time at the time designated by the Company, he/she will not be eligible to "roll over" vacation time upon reaching his/her anniversary date during the same calendar year; if an employee elects to "roll over" vacation time at their anniversary date, he/she will not be eligible to "cash out" any vacation time during the same calendar year.

14.6 All employees taking a vacation during which a granted holiday occurs shall be given an additional day of paid vacation in lieu thereof.

14.7 After an employee has qualified for his or her first vacation, and is terminated other than discharge for cause, or quits with two weeks' (fourteen days) notice, the employee shall receive a pro rata vacation for each full month of service completed since his last vacation anniversary date.

14.8 In the event an employee is off work because of an on-the-job injury through 120 days, the Employer shall count all time off as time worked for the purpose of computing vacation pay.

14.9 Vacations shall be scheduled by classification seniority at any time during the calendar year. The vacation schedule shall be posted by March 1, of each succeeding year. Vacation selection effected after March 15th shall be on a first come first served basis. Vacation requests provided after March 15th must be provided three weeks prior to schedule posting date and subject to staffing availability based on vacations previously approved by March 15th unless the vacation request is for emergency reasons, such as illnesses or other unplanned catastrophic occurrences.

14.10 After an employee's vacation has been scheduled, it shall not be changed except in case of an emergency.

ARTICLE 15 - HEALTH AND WELFARE

15.1 As of January 1, 2015 the Company will provide health insurance options to full-time employees (as defined in the health insurance plan) and will provide eligible employees \$150.00 per month which employees may use solely towards the purchase of the Company provided health insurance benefits. The Employer has the right to modify the available health insurance options so long as the modifications impact bargaining unit and non-bargaining unit, similarly situated employees in the same manner.

15.2 The Employer agrees, upon reasonable notice, to allow records to be checked when necessary to determine the adequacy of hours and dates of service for licensed practical nurses only.

ARTICLE 16 - SICK LEAVE

16.1 Sick leave days are accrued by employees at the rate of one and one-half (1 ½) hours per forty (40) hours worked, up to eighty (80) hours per year and may not be taken prior to accrual. Sick leave days shall exclude holiday, vacation, paid sick leave time, leaves of absence, workers' compensation and shall be based upon actual hours worked.

16.2 Employees will begin accumulating sick leave from the time of employment, but no sick leave with pay will be given until after three (3) months of full time employment have been completed.

Sick pay can be granted without written verification from a physician (doctor) for up to three consecutive days. A written verification will be required for sick pay for those employees who are absent three (3) or more consecutive days. Anyone who falsifies this written verification may be dismissed from employment. It is also required that an employee must be seen by a doctor, not his receptionist. After an absence of three (3) consecutive days, due to illness, a doctor's report is required before returning to full or part time duty. The report must be complete with diagnosis. Physician verification is for purposes of payment of sick leave when otherwise eligible and freedom from communicable disease. It is not verification for excused or unexcused absence.

An employee who becomes ill must see that his supervisor is notified immediately if scheduled work is to be missed. The supervisor must be kept informed of the employee's condition on a day-to-day basis.

16.3 As an incentive to avoid/misuse of the sick leave provision, the Employer agrees to pay per the following schedule an incentive for those employees who have been employed and actively at work at least twelve (12) consecutive months and who are otherwise eligible for sick leave pay.

Schedule of payment will be as follows:

ARTICLE 19 - LEAVES OF ABSENCE

19.1 Leaves of absence shall be provided without pay when requested in writing by the employee and approved by the Employer. Approval shall not arbitrarily be withheld by the Employer.

19.2 Employees on leave of absence, unless otherwise provided in this Agreement, shall not be entitled to non-wage benefits during the period of the leave of absence, including, but not limited to, group insurance coverage, holiday entitlement, vacation accumulation.

19.3 Leaves of Absence for personal business shall not exceed thirty (30) calendar days; for union business not to exceed fourteen (14) days in one calendar year; for disability leave of absence, not to exceed (60) days, with renewable extensions upon resubmission of requests. A leave of absence may be provided for up to twelve (12) calendar months for those employees leaving the bargaining unit to attend health care classes including but not limited to, attendance at LPN school and RN school. Leaves of absence may be provided for up to thirty (30) calendar days for those employees upgrading to a position with the employer outside the licensed practical nurses bargaining unit, irrespective of the Cedargate location at which that upgrading might occur.

19.4 Employees on disability leave will be required to provide one (1) week's notice of return to work and must support their readiness to return to work with a physician's release satisfactorily demonstrating fitness to return to the job.

19.5 Group insurance will be provided during a period of occupational disability. Group insurance will be provided for non-occupational disabilities up to six (6) months.

19.6 REASONS TO REQUEST A LEAVE OF ABSENCE

1. Personal business of the employee.
2. Disability. This includes both on-the-job disabilities and off-the-job disabilities. The on-the-job disability leave is limited to sixty (60) days with renewal extensions only upon RE-SUBMISSION OF REQUEST OF LEAVE OF ABSENCE.
3. Union business. This is limited to fourteen (14) days per calendar year.
4. Military. This will be prescribed by current laws depending upon active or reserved status of the employee.
5. Family Medical Leave

If the employee has not been absent due to illness during his or her anniversary year, the employee will receive the equivalent of five (5) days of sick leave pay.

If the employee has been absent only one (1) day due to illness during the anniversary year, the employee will receive the equivalent of four (4) days of sick leave pay.

If the employee has been absent only two (2) days due to illness during the anniversary year, the employee will receive the equivalent of three (3) days of sick leave pay.

If the employee has been absent only three (3) days due to illness during the anniversary year, the employee will receive the equivalent of two (2) days of sick leave pay.

16.4 No incentive is provided for those employees who are absent more than three days during the anniversary year.

16.5 Sick leave may be used for the employee, the employee's children, or the employee's spouse.

ARTICLE 17 – FUNERAL/MEMORIAL SERVICE LEAVE

17.1 The Employer agrees to pay employees who have completed their probationary period, three (3) scheduled work days for time lost from regular work in which the employee would otherwise have participated, for any of the day before, the day of the funeral/memorial service, and the day after the funeral/memorial service at straight time pay provided the employee attends the funeral/memorial service. The terms "immediate family" shall mean spouse, parents, grandparents, step-parents, child, grandchildren, brother, sister, present father-in-law, present mother-in-law, present son-in-law and present daughter-in-law, domestic partner.

ARTICLE 18 - JURY DUTY

Employees who are subpoenaed and report for jury service shall receive the difference in pay for time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours pay per week at the employee's regular straight time hourly rate provided that this jury duty will be limited to ten (10) working days in a calendar year, and provided further, that the employee notifies the Employer the first working day after being notified to report for jury duty. When an employee is released for a day or a part of a day he should report to the facility for work to the extent that jury service and work requires a total of eight (8) hours. The employee shall furnish a copy of the subpoena to the Employer.

19.7

WHEN TO REQUEST A LEAVE OF ABSENCE

1. The employee should complete the leave of absence application as soon as the employee knows that the leave of absence is needed.
2. When an employee has used his or her days of paid sick leave or has never been entitled to paid sick leave and finds himself or herself on disability for three days, then the employee must fill out the Application for Leave of Absence.
3. An employee should allow a minimum of three business working days excluding Saturday and Sunday for the application for leave of absence to be processed.
4. The employee must continue to notify his or her supervisor on a day-to-day basis while an application for leave of absence is being processed.
5. Re-submission of Request. A request for renewal or extension of a disability leave of absence must be made seven days before the leave of absence ends in order that information provided by the employee may be fully evaluated before such time as the earlier leave of absence expires. It will be the responsibility of the employee to keep that doctor informed of the necessary time schedule so that doctor's appointments may be scheduled to satisfy the requirement of notifying the nursing home of return to work or requesting a renewal.

19.8

PROCEDURE FOR REQUESTING A LEAVE OF ABSENCE

1. The employee is to obtain an application for leave of absence from Human Resources.
2. The employee should complete the Application for Leave of Absence. If the leave of absence is for disability, the application WILL NOT BE considered complete until the extent of the disability has been fully explained by the doctor and the doctor's statement is attached. The application must be completed and signed by the doctor for his statement OR the doctor may use his own form except prescription pad notes are not acceptable. If the doctor's statement is not included in the application, the application for leave of absence WILL NOT BE PROCESSED FOR APPROVAL.
3. The employee should return the completed application for leave of absence to the business office of the nursing home.

4. The Administrator will notify the employee of the approval or non-approval of the leave of absence.
5. Failure to request the leave of absence in accordance with the above procedure could result in the employee receiving disciplinary action or being terminated.

19.9

APPROVING THE LEAVE OF ABSENCE

Approval or non-approval of a leave of absence requested by an employee ultimately rests with the Administrator of the facility. Approval or denial shall not be arbitrarily reached.

Approval or denial of leaves of absences is one of the areas in which the Administrator is employed to exercise discretion and sound managerial judgment. Some of the things to be considered, but not limited to, in granting leaves of absences are:

1. Length of service of the employee requesting the leave.
2. Length of service of the employee requesting the leave in relation to the length of absence required.
3. Job performance of the employee requesting the leave.
4. Effect the leave of absence will have on other employees in the facility and the overall general operation of the facility.
5. Sufficiency of the information furnished for the reasons for the leave, particularly as it pertains to disability leaves of absence.
6. Procedural aspect followed by the employee for the application.
7. Objective consistency must be applied in all cases.

19.10

Procedure for approval: The Administrator reviews the application for leave of absence.

1. The Administrator notifies the employee in writing, by separate letter on nursing home letterhead, that the application has been approved or has not been approved. This notification MUST INCLUDE THE FOLLOWING: (1) beginning date of the leave of absence, (2) the ending date of the leave of absence, and (3) the date a re-submission of request for renewal is necessary if disability leave is granted.

2. A copy of the letter of approval or denial along with the Application for Leave will be retained in the employee's medical record file.

19.11 PROCEDURE FOR REQUESTING A RENEWAL OF A LEAVE OF ABSENCE

1. When a renewal is necessary. If the employee finds that a re-submission of request is necessary because of disability, then the employee will complete the Request for Extension of Leave of Absence.
2. The employee is to obtain the form for requesting an extension from his or her supervisor.
3. The employee should complete the form and must attach the doctor's statement explaining fully the extent of the disability.
4. The employee should have the completed form to the Administrator before the leave of absence ends and must have requested the extension seven (7) days before the end of the leave of absence that the employee is asking to be renewed.
5. Failure to request the extension for the leave of absence in accordance with the above procedure could result in the employee receiving disciplinary action or being terminated.
6. Employees returning to work after leave of absence will be returned to a job to which their seniority entitled them.

ARTICLE 20 - MISCELLANEOUS

20.1 The Union shall be permitted to use bulletin boards for the posting of notices of meetings and other related activities, as long as the postings are in keeping with the dignity of the home.

20.2 The parties agree that this Agreement may be amended by mutual agreement of both parties, and, if amended, the amendment shall be attached to the contract by addendum and signed by both parties.

20.3 The Employer will provide a suitable space where a copy of the Agreement will be posted.

20.4 Existing employees' lounges or alternatives shall be preserved by the Employer for the employees' use.

20.5 Employees who are required by the nursing home to attend in-service meetings and/or classes shall be paid for all time spent at these meetings and classes at their applicable rate of pay. Whenever more than a forty-five (45) minute Interval exists between the conclusion or commencement of an employee shift and the commencement or conclusion of a mandatory in service meeting or in service meeting, then a minimum of two (2) hours' straight time pay will be provided for attendance at the mandatory or in service meeting.

20.6 No employee covered by this Agreement shall be required to submit to a lie detector test.

20.7 Physical examinations for employment are required and is the financial responsibility of the new hire. Physicals required for annual anniversaries to be taken from the Cedargate Medical Director is the financial responsibility of the Employer. Examinations from other physicians accepted by Cedargate to be taken at the employee's expense.

20.8 Employees attending any meetings, classes and in-service continued education or conferences when directed and/or required by the Employer, shall have such tuition and materials paid for by the Employer.

20.9 No employee shall be expected to attend any mandatory meetings or in-service meetings called by the Employer which falls during the employee's vacation or the employee's designated days off.

20.10 The Employer shall be responsible for the residents' action in the event of the injury to an employee's broken glasses, watches or the like, if broken during the employee's routine duties, when it can be demonstrated that the patient misconduct was the contributing cause.

20.11 The Employer shall furnish the employees with one name tag at no expense to the employee. The cost for replacement name tags will be charged to employees at the cost of the tags. Name tags shall be worn by all employees per state regulations.

20.12 No employee shall be re-scheduled from their regular posted schedule by the Employer to avoid payment of overtime hours without the consent of the employee.

20.13 Reimbursement for travel to out-of-town functions at the Employer's request, at the IRS reimbursement rate, and full cost of reasonable meals and lodging arrangements, will be preserved for the duration of this Agreement.

20.14 Upon ratification and each January 1, all full-time employees with one (1) year of service or more shall receive a uniform allowance of one hundred twenty dollars (\$120.00), provided the LPN meets the requirements of the dress code of the facility. Newly hired full-time employees shall receive a one hundred twenty dollar (\$120.00) uniform allowance upon completion of their probationary period. Part-time employees shall receive a uniform

allowance of ninety dollars (\$90.00) on the same schedules and parameters of full-time employees.

20.15 Registered Nurses will provide LPNs daily with a list of Aides and LPNs to be called in as replacements on first, second and third shifts.

ARTICLE 21 - UNION COOPERATION

21.1 The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, and improving the cleanliness and good housekeeping at the nursing home, and in caring for equipment and machinery.

21.2 The Union agrees to cooperate in correcting the inefficiencies of members which might otherwise necessitate discharge.

ARTICLE 22 - NO STRIKE - NO LOCKOUT; PICKET LINE

22.1 No employee shall engage in any strike, sympathy strike, sit-down, sit-in, slow-down, cessation, stoppage or interruption of work, boycott, or other interference with the operation of the home during the term of this Agreement. The Company agrees there shall be no lockout.

22.2 The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the home, or ratify, condone or lend support to any such conduct or action during the term of this Agreement.

22.3 It shall be a violation of this Agreement for employees covered by this Agreement to refuse to cross picket lines during the term of this Agreement established by Local 655, or any other labor organization.

ARTICLE 23 - SAVINGS CLAUSE

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

23.2 If any article or section of this Agreement, or any addendum thereto, should be held invalid by operation of the law or by any tribunal of competent jurisdiction, or if compliance with their endorsement of any article or section should be restrained by such tribunal, the remainder of this Agreement and any addendum thereto shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article, section, addendum or portion thereof.

ARTICLE 24 - ENTIRE AGREEMENT

This Agreement, having been reached after hours of collective bargaining representing concessions which were made by both parties in order to reach an agreement, covers wages, hour, working conditions and all conditions of employment during the term of this Agreement. During the term of this Agreement there shall be no requirement or obligation upon the part of the Company to negotiate concerning any matters not covered by this Agreement.

ARTICLE 25 - TERM OF AGREEMENT

This Agreement shall be effective on, January 1, 2021 and shall continue in full force and effect until December 31, 2023, and shall continue in full force and effect from year to year thereafter, unless written notice to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to such annual date of expiration.

If at any time during the duration of this Labor Agreement, the Federal and/or State governments effect minimum wage legislation impacting wage rates contained herein, within thirty (30) days of the effective date of such federal and/or state legislation, the employer agrees to negotiate revised terms for those classifications impacted by the legislative revisions (and for those rates only). If legislation develops revised minimum wage dates to take place at some future date, negotiation on those revised rates which impact Cedargate terms will take place only thirty (30) days prior to the effective date of those legislative revisions.

UNITED FOOD AND COMMERCIAL
WORKERS' UNION, LOCAL 655

BY:  _____

DATE: 9/20/21

CEDARGATE
(Skilled Nursing facility)

BY:  _____

DATE: 9/14/2021

SCHEDULE A - WAGES

a. Rate of pay and pay schedule set forth in this Wage Schedule shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked.

b. Payment for time worked shall be computed by multiplying the hourly rates by the actual number of hours worked.

c. The LPNs who work the evening shift (2:00 p.m. to 10:30 p.m.) or the night shift (10:00 p.m. to 6:30 a.m.) shall receive for all hours worked on those respective shifts shift differential pay in the amount of one dollar (\$1.00) for evening shift hours so worked and one dollar and twenty-five cents (\$1.25) for night shift hours so worked. Additionally, when an evening shift or night shift employee works day shift hours either before or after normal shift hours shown above, they shall receive the appropriate shift differential for all such day shift hours worked.

d. The Employer may provide employees compensation above the negotiated rates at its discretion without bargaining with UFCW Local 655. Employees earning above the contract rate will not have wages reduced as a result of this Agreement.

- Start Rates:
 - June 3, 2021: \$17.00
 - January 1, 2022: \$17.50
 - January 1, 2023: \$18.00
- Wage rates will increase in conjunction with the annual start rate increases.
- Employees above the proposed start rates at the time of ratification will be given a \$0.50/hr increase.
- Each employee will receive a wage increase of 1% to 3% on their anniversary date of employment based on their respective performance evaluations.
- New Hire Experience Pay: At the Employer's discretion, new hires may be given an adjustment to pay based on experience. Should the Employer choose to give an adjustment to a new hire, employees employed at the time of ratification with a similar level of experience will have their wages increased to match the newly hired employee.

LETTER OF UNDERSTANDING NO. 1

Under Article VII, of the labor agreement covering Cedargate, nursing home, Licenced Practical Nurses, full time employees shall at their option have the opportunity for one of two weekends off.

This shall not foreclose the above employees from electing regular weekend work; nor shall it represent a prohibition against month long scheduling of part time employees for regular weekend work.

ADDENDUM

CEDARGATE NURSING HOME LICENSED PRACTICAL NURSES

If an employee does not report for his/her scheduled tour of duty on any Saturday or Sunday, then that employee will be required to make up that missed schedule at his/her next available Saturday or Sunday for which the employee would be scheduled off.

Exceptions will be made when:

1. The employee is excused per management for funeral leave.
2. The employee is excused per management for workman compensation reasons.
3. The employee is excused per management for the employee's vacation or personal leave time.
4. The employee submits the required documentation for proven illness. Documentation for proven illness will be a note indicating illness from the physician.

The policy may be discontinued at any time by the facility and will attempt to be discontinued by the facility whenever there is a complete consecutive four-week period in which there is no absences or call-ins on any Saturday or Sunday during that consecutive four-week period.

Should the facility discontinue the policy because there is no absences or call-ins in any four-week period, the facility will have the right to reinstate the policy immediately upon the absence of any one individual who does not report for scheduled duty on any Saturday or Sunday during a four-week consecutive period.

BONUS SIDE LETTER

- Employees employed at the time of ratification will received a ratification bonus totaling \$750, to be paid as follows:
 - \$250 upon ratification
 - \$250 after six months (or soonest payroll date thereafter)
 - \$250 after 12 months (or soonest payroll date thereafter)

UNITED FOOD COMMERCIAL
UNION, LOCAL 655

BY: _____

DATE: _____

CEDARGATE
(SKILLED NURSING FACILITY)

BY: _____

DATE: _____