

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**UNITED FOOD & COMMERCIAL WORKERS  
DISTRICT LOCAL UNION 431  
HEALTH CARE EMPLOYEES DIVISION  
Waterloo, Iowa**

**AND**

**BARTELS LUTHERAN RETIREMENT COMMUNITY  
Waverly, Iowa**

**Effective: November 1, 2021 – November 1, 2024**

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## **AGREEMENT**

This Agreement is made and entered into this 1st day of November, 21, by and between Bartels Lutheran Retirement Community of Waverly, Iowa, ("Employer") and District Local 431 of the Health Care Employees Division, United Food & Commercial Workers International Union ("Union").

It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relations between the employees and the Employer, and to set forth a basic agreement covering rates of pay, hours of work and other conditions of employment to be observed by the parties, and to ensure the peaceful settlement of disputes and to prevent stoppages of work.

It is understood that all references in this Agreement relating to gender apply equally to, and refer to, both male and female employees.

### **ARTICLE 1** **RECOGNITION AND COVERAGE**

#### **1.01**

The Employer recognizes District Local 431 of the Health Care Employees Division, U.F.C.W., as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment for employees, including regular full-time and part-time licensed practical nurses employed by the Employer at its Waverly, Iowa facility; excluding all other employees, office clerical employees, guards and supervisors.

#### **1.02**

The Employer agrees that during the life of this contract it will not sign a contract with other unions, nor enter into any written agreement with employees, that is inconsistent with the terms of this Agreement.

#### **1.03**

Neither the Employer nor the Union shall discriminate against any employee because of race, color, sex, sexual orientation, gender identity, age, religion, creed, national origin, disability, hearing or vision impairment or membership in the Union.

### **ARTICLE 2** **REPRESENTATION**

#### **2.01**

The Employer shall recognize up to four (4) Stewards representing the Union in the Facility who are certified by the Union. The names of such employees shall be provided in writing by the Union to the administration of the Employer.

#### **2.02**

The Steward may leave her work station for the handling of grievances and other matters pertaining to legitimate business related to this Agreement, so long as such absence does not interfere with or impede resident care, does not require leaving the premises, and is with permission from the Department Supervisor or the Administrator, which permission will not be unreasonably denied. No more than one (1) Steward will be paid by the Employer for time spent in attendance at meetings pursuant to Step III of the grievance procedure, as outlined in Article 10 of this Agreement.

2.03

A representative of the Union not in the employ of the Employer will be given permission upon request to the Administrator or his/her designee, to visit the Facility during working hours in order to investigate grievances, so long as such request is presented no less than twenty-four (24) hours in advance of the requested visit, and providing that such visit does not interfere with resident care and the assigned duties of employees. For other matters relating to Union business, a representative of the Union not in the employ of the Employer will be given permission upon request to the Administrator or his/her designee, to visit the Facility. Such request must be made as soon as practical prior to the visit and shall not interfere with resident care and the assigned duties of employees. The Union representative will at all times enter the Facility by the front door and make his or her presence known immediately to the designated management representative.

2.04

All discussions with Union Representatives on the premises of the Employer shall take place at such times and places as are mutually agreed to between the Employer and the Union, and shall normally be conducted in the employees' dining room, conference room, or such place that will afford privacy for the parties involved.

2.05

The Employer agrees to furnish the Union with a list of current office and home telephone numbers of the Employer representatives to be contacted.

2.06

Management shall furnish the Union with the names, addresses, and phone numbers (if available) of new hire employees every thirty (30) days.

**ARTICLE 3**  
**MANAGEMENT'S RIGHTS**

3.01

The Employer retains, solely and exclusively, the right to manage the facility and the business including, but not limited to, the right to determine the starting and quitting times, daily and weekly work schedules, the number of hours and shifts to be worked by employees and departments, and the length of the workday and workweek; the right to hire, discharge or discipline with cause, lay off, recall, promote, demote, and transfer employees; the right to determine qualifications, efficiency, and abilities of employees; the right to determine the work load and work performance level required; the right to reduce hours in lieu of layoff; the right to establish and change facility procedures, rules, work rules, regulations, and practices; the right to close down or move or otherwise relocate or transfer the facility or any part of the facility or to curtail operations; the right to discontinue the operation in whole or in part and to sell or dispose of all or any part of its assets; the right to subcontract for economic reasons; the right to control and regulate the use of equipment, machinery, and other property of the Employer; the right to determine the number of employees in each classification, appropriate staffing levels and ratios, the number and types of classifications necessary, and the duties to be performed by each classification; the right to establish qualifications necessary for employment in each classification; the right to introduce new or improved equipment, supplies, and health care procedures and techniques; the right to determine the number and locations of operations, the services rendered, and products and equipment to be utilized; and, otherwise generally, the right to manage the operation and direct the work force. The above rights are not all-inclusive, but enumerate by way of illustration the types of rights which belong to the Employer, and it is understood that any of the rights, power, or authority the Employer had prior to the signing of this Agreement are retained by the

Employer except those specifically abridged or modified by this Agreement. The rights outlined in this Section shall not be used to discriminate against any individual employee.

#### **ARTICLE 4 UNION MEMBERSHIP**

##### **4.01**

The Employer shall check-off Union dues on presentation of legal and proper check-off authorization cards, voluntarily and individually authorized, from employees in accordance with law. Employees may escape/revoke such authorization as stated upon the authorization as required or allowed by law. The Employer will then deduct such dues in the amount certified to it by the Union, and send to the Union such dues and fees as are deducted and withheld from the employees. Such deductions shall be made by the Employer in equal installments from each paycheck of the employees and will be transmitted to the Union by the tenth day of the following month. The Union will hold the Employer harmless from any and all claims made against it by reason of compliance with this Article.

In the event legislation is enacted revoking Iowa's "right to work" law, the parties agree to meet and confer regarding possible changes to the Article.

#### **ARTICLE 5 STRIKES AND LOCKOUTS**

##### **5.01**

The Union will not authorize, assist or support any strike, stoppage of work, work slowdown, or sympathy strike, and the employees agree that they will not individually or concertedly engage in, assist or support any strike, slowdown, sympathy strike, or any other stoppage of work during the term of this Agreement.

##### **5.02**

Participation in any strike, slowdown, sitdown, sympathy strike, or stoppage of work brought about by either action by the Union in violation of this Agreement, or by action of individuals or groups without Union authority, shall be just cause for the dismissal or discipline of employees involved. It shall not be a violation of this Agreement, nor a cause for disciplinary action, however, for employees to refuse to cross or work behind a legal primary picket line established because of labor difficulties originating from within the Employer's business.

The Employer and the Union agree that the primary picket line provision of Section 5.02 of the Agreement shall not become operative unless and until the Union has provided the Employer with at least ten (10) calendar days' written notice of its intent to honor or sanction any such primary picket line; provided further, that the ten (10) calendar days' notice may not be provided to the Employer prior to the actual establishment of any primary picket line, as referenced in Section 5.02.

##### **5.03**

If the Employer becomes involved in a controversy with any labor organization, the Union agrees to use its best efforts to bring about a settlement of such controversy.

## **ARTICLE 6**

### **CONTRACT VALIDITY**

#### **6.01**

Nothing contained in this Agreement shall be construed as requiring either party to violate any state or federal law. If any part of this Agreement is held or determined to be in violation of any federal or state law, the provision held to be invalid shall be of no force and effect, but all other provisions of this Agreement shall continue to be binding on the parties. In the event any provision is so determined to be invalid, the Employer and the Union agree to meet within thirty (30) calendar days following such holding or determination, for the purpose of negotiating a substitute clause to replace the provisions found to be invalid so as to comply with the law. Should both parties fail to agree on a contract revision as applied in this article, such lack of agreement shall be resolved by the steps outlined in Article 10.

## **ARTICLE 7**

### **HOURS OF WORK**

#### **7.01**

The Employer will, insofar as conditions permit, schedule work in such a way as to create and maintain the greatest number of full-time jobs possible.

#### **7.02**

All employees, after the completion of their probationary period, will be assigned to a regular work assignment on one shift. No employee will be regularly scheduled on more than one shift except by agreement of the employee. Nothing in this Article or Agreement shall restrict the right of the Employer to reschedule employees to assignments or shifts other than the regular work assignment or shift where necessary to ensure adequate health care coverage, or to post positions requiring multiple shifts and/or work assignments. The Employer will respect seniority when employees are moved from their regular assignment when filling open shifts; however, the parties are in agreement that the Employer retains the right to deviate from seniority when necessary to provide adequate staffing.

#### **7.03**

Overtime hours worked (over forty (40) hours in a week) shall be compensated for at the rate of one and one-half times the base rate of pay. However, nothing contained in this Article or Agreement shall be interpreted as requiring or authorizing the pyramiding or duplication of overtime payments. Holiday pay shall not be counted as an overtime payment within the meaning of this Section prohibiting the pyramiding or duplicating of overtime payments. All overtime hours to be worked must be approved beforehand by the Department Supervisor.

#### **7.04**

Employees will receive one fifteen (15) minute break for every four (4) consecutive hours worked (i.e., two (2) breaks within a normal eight (8) hour shift). Employees will not leave for their break if there are resident issues. An unpaid lunch period of thirty (30) minutes shall be provided for those employees scheduled to work a minimum shift of six (6) hours. Such lunch periods will be scheduled as close to the middle of the shift as possible. Employees shall not be absent from their work stations for a period of more than thirty (30) minutes daily for the purpose of lunch periods.

7.05

Regular employees will not be scheduled to work more than every other weekend (Saturday-Sunday). Weekends for the 10-6:30 shift will begin at 10:00 p.m. Friday and end at 6:30 a.m. Sunday. It is recognized that as a result of unexpected staff shortages or compliance with OBRA or state guidelines, an employee may be required to work on an unscheduled weekend. In the event the employee is required to work an unscheduled weekend, such employee will be compensated at one-half times his or her base rate of pay, in addition to the rate otherwise applicable, for all hours actually worked on such weekend; provided, however, no such premium payment shall be due under this section, or Section 7.11, when an employee is required to work an unscheduled weekend to make up for a scheduled weekend missed.

7.06

Employees shall receive paychecks every two (2) weeks, when available, by manual check or direct deposit. Employees are expected to personally pick up their manual paychecks, unless written authorization is presented in advance or is presented by the person requesting the check. Such authorization shall be signed by the employee.

7.07

Should an employee wish to have another employee work in her place for whatever reason, it shall be the responsibility of the employee to make such arrangements with a replacement prior to the time in question and to submit a written request for approval to the employee's department supervisor at least 24 hours in advance of the requested change. Trades will not be allowed where they would otherwise result in overtime payments for either party during the workweek in question, except by approval of the employee's Department Supervisor.

7.08

In emergency circumstances, such as staff shortages, employees shall be expected to assume temporary shift adjustments, should such become necessary in the judgment of the administration of the Employer. Should such adjustments last for more than one shift, changes will be made by inverse seniority if there are no volunteers for such changes.

7.09

If contacted twenty-hour (24) hours or less prior to the start of the shift, employees called in to work shall be paid for all hours actually worked plus one (1) additional hour.

7.10

The regular full-time workweek will consist of five (5), eight (8) hour workdays within a calendar week. No reduction in the standard 40 hour workweek shall be made without notifying a Union representative in advance of the change. In the event the Employer decides to implement twelve (12) hour shifts, it agrees to meet and confer with the Union prior to the actual implementation of twelve (12) hour shifts, so as to allow the Union an opportunity to provide input and suggestions.

7.11

Full-time employees shall not be scheduled to work for more than six (6) consecutive days unless time and one-half the employees' regular rate of pay is paid for all work in excess of six (6) consecutive days. Should such schedule result from an employee's agreement or request, or as a result of making up a scheduled weekend missed, the employee's base rate shall apply.

7.12

Work hours will be posted on the designated bulletin board by 2:00 p.m., Monday, one (1) week prior to Sunday, the start of the work period and by 7:00 a.m. for third shift employees whenever possible. The Employer will prepare work schedules in minimum increments of two calendar weeks. When changes are required in the schedule, employees will be notified at least 24 hours prior to the implementation of such change whenever possible.

7.13

It is understood that when additional hours are added to the schedule on a regular basis as a result of lack of available employees, such hours will first be offered to employees working less than forty (40) hours on the basis of seniority and ability to perform the required work. It shall not be necessary to affect such scheduling changes through the formal posting procedure, and the Employer may consider an employee's regular shift assignment when deciding to whom such hours will be offered.

7.14

Employees reporting to work as scheduled shall be guaranteed three (3) hours' work, or three (3) hours' pay in lieu thereof, except in cases of emergencies beyond the control of the Employer, and excluding meetings, classes, training, and in-service sessions of shorter duration. The three (3) hour work guarantee shall not apply to partial shifts offered to employees who are scheduled to work less than forty (40) hours per week.

7.15

No employee who is called in to work or who is held beyond his or her original number of scheduled hours on that day, will be compelled to take compensatory time off from the posted work schedule on another day. However, in the event the overtime provisions of Section 7.11 would otherwise be triggered by a call-in during the regular work week, the employee's work schedule may be adjusted accordingly.

**ARTICLE 8**  
**SENIORITY**

8.01

A full- or part-time employee shall be employed in a probationary status for a period of ninety (90) calendar days from the date of hire, and may be terminated before the expiration of said period without recourse. If the employee is not terminated, length of service or seniority shall then become retroactive to the date of hire. The Employer may extend the probationary period by an additional thirty (30) calendar days upon notice to the Union. PTO does not begin accruing until completion of the probationary period, including any extension thereof.

8.02

All employees hired on a regular basis shall have their continuous length of service or seniority computed from their last hiring date in years, months, and days.

8.03

Temporary employees shall be defined as those employees hired for a specific period of time not to exceed one hundred and twenty (120) calendar days. Employees who are retained as regular employees will have their original date of hire counted as their seniority date. While working in a temporary status, employees will not be entitled to the benefits provided in this Agreement.



#### 8.04

The seniority of an employee may terminate at the discretion of the Employer if an employee:

- a. Retires;
- b. Voluntarily terminates employment;
- c. Is discharged for just cause;
- d. Is absent from her job for two (2) working days without authorization from the Employer;
- e. Following a recall, fails to notify the Employer of her intention to return within three (3) calendar days of receipt of a certified letter mailed to the last address of record with the Employer, or upon return of such undelivered letter to the Employer;
- f. With less than one (1) year of seniority is laid off for a period of time equal to her length of service with the Employer without being recalled;
- g. With more than one (1) year of seniority is laid off for a period of time equal to one (1) calendar year;
- h. Changing status to PRN.

#### 8.05

Full-time employees shall be defined as those employees hired at a minimum of .8 FTE and regularly working a minimum of thirty-two (32) hours per week.

#### 8.06

The Employer shall post a seniority list which shall be updated in January and July. The Union may request an additional list which shall include names, dates of employment, rates of pay, addresses, terminations, telephone numbers, and authorized leaves of absence. A copy of the seniority list for the entire bargaining unit will be posted.

#### 8.07

Casual or "PRN" employees are those employees who are hired by the Employer for intermittent work; however, such employees may be "scheduled" for certain hours and shifts, as long as such scheduled hours and shifts do not on average exceed those for regularly scheduled part-time employees. The Employer may include such employees in weekend rotation at its discretion. Otherwise, the parties agree that casual and PRN employees are not covered under the terms of this Agreement. Casual or PRN employees do not acquire seniority. However, if a casual employee begins working a regular schedule, he/she may request to be reclassified as a regular employee. If the employee's request is granted, seniority will be calculated from the date the decision is officially made to reclassify the employee. Such decision must be made within thirty (30) calendar days of the employee's request. Employees who change their status from regular to Casual or PRN status, shall receive payment for all earned, unused Paid Time Off ("PTO") in accordance with Article 20.

#### 8.08

In the event a CNA becomes an LPN while employed by the Employer, his or her benefits shall be based on facility seniority; however, job bidding, transfer, layoff and recall rights shall be based on his or her seniority date in the LPN classification.

## **ARTICLE 9** **POSTINGS**

### **9.01**

When a job opening occurs on any shift, notices shall be posted by the Employer for four (4) working days on designated bulletin boards, provided such job has not been posted within the preceding three (3) calendar months with no bidders. At the expiration of the posting period, the Employer may hire outside the bargaining unit. All postings that are current will be posted on the Employer's web site.

### **9.02**

Any employee desiring to apply for a posted job shall make application on the posting notice provided by the Employer which contains the following information:

1. Department, shift, and location
2. Date and hour of posting
3. Job title and classified rate of job
4. Date job becomes effective
5. Date and hour of closing time for applications to the job
6. Number of regularly scheduled hours of the job.

### **9.03**

In making application for a posted job, an employee will be required to sign a posting notice which will contain the following information:

1. Name and job title
2. Date and time of application
3. Experience and qualifications that relate to the posted job.

### **9.04**

Postings shall be awarded on the basis of seniority when the employees' demonstrated skills, ability, and performance are relatively equal, in the following order:

1. Full-time LPN
2. Part-time LPN
3. Part-Time RN
4. RN

### **9.05**

Employees bidding to a new position will have three (3) working days from the day the employee begins work in the new position to withdraw from the bid and the next most qualified bidder will be awarded the position.

### **9.06**

Any employee unable to apply for a job due to authorized absence will be allowed to apply upon her return (within one (1) week of the completed posting), provided she does so within three (3) working days of her return, has seniority necessary to be awarded the job, and provided the position has not been filled by a newly employed employee.

### **9.07**

Employees who have successfully bid on a job shall not be eligible to bid on an additional job for a period of three (3) calendar months from the date the successfully bid job was awarded.

9.08

Employees shall be advised of the results of postings within ten (10) working days from the date the job was posted. Employees who are awarded job postings will be placed in their new position within two (2) weeks after the results are announced, absent extenuating circumstances.

9.09

In the event that it is discovered that the Employer failed to post an available job, the grievance time limit will begin from the date that it is discovered that the job was not posted and bid. Any grievance must be filed within thirty (30) days from the date the job should have been posted. The job will then be posted and the occupant of the job will be returned to the position held prior to being transferred to the job in question. There will be no award of back pay in such cases, provided the affected employees are restored to their appropriate positions within ten (10) working days following the filing of a grievance.

9.10

In the event that a Bargaining Unit position is filled by an RN, when the RN leaves that position, it will again be posted and filled according to this Article.

**ARTICLE 10**  
**GRIEVANCE PROCEDURE**

10.01

Any grievances or disputes pertaining to the violation or application of this Agreement shall be handled in the following manner and sequence. All grievance statements after Step I must be written and signed. Grievances not filed within the prescribed time limits set forth in Step I, II, III and IV will be considered settled.

10.02

Step I--Within five (5) working days of becoming knowledgeable of the alleged incident, an employee or steward may initiate a verbal grievance with her Department Supervisor during regular working hours. Within five (5) working days, the Department Supervisor will verbally notify the employee of a decision.

10.03

Step II--If the grievance is not resolved in Step I, the employee or the Union shall reduce the grievance to writing, and present the grievance to the Department Supervisor for discussion within five (5) working days of the completion of Step I. The Department Supervisor shall discuss the grievance with the employee and the Union steward, and will answer the grievance in writing, a copy to the employee and a copy to the Union, within ten (10) working days following receipt of the written grievance.

10.04

Step III--Should the grievance not be resolved in Step II, the Administrator and/or the Department Supervisor and the Union Business Representative shall meet to discuss the subject within ten (10) working days of notification in an attempt to reach an agreement. Should no agreement be reached within ten (10) working days of such meeting, either party may forward the grievance to Step IV.

10.05

Step IV--In the event of the failure to settle such controversy between the Union and the Employer as indicated above, either party may request the Federal Mediation and Conciliation Service to nominate seven (7) candidates from the roster of arbitrators maintained by the service within fifteen (15) working days from the completion of Step III.

The parties agree to alternately strike six names from the list. The name remaining shall be designated the arbitrator to hear the issue. (Either party may reject the panel prior to striking, one time only, in which case a new panel shall be requested.) The arbitrator will meet with the parties on a mutually satisfactory date and hear evidence relating to the particular matter in dispute. The decision of the arbitrator shall be final and binding on all parties.

#### 10.06

Any expenses incurred for the service of the arbitrator shall be equally divided and paid by both parties. However, if either party exercises the right to request a new panel, as specified above in Step IV, the requesting party shall pay any additional administrative fees imposed by the FMCS as a result of such request.

#### 10.07

The arbitrator shall not have the authority to modify, change, amend, add to, or delete any of the terms or provisions of this Agreement, and shall confine his/her judgment strictly to the facts submitted in the hearing, the evidence before him/her, and the express terms and provisions of this Agreement.

#### 10.08

In order to ensure the prompt settlement of grievances as close to their source as possible, it is mutually agreed that the above steps shall be followed strictly in the order listed and no step shall be used until all previous steps have been exhausted. A settlement reached between the Employer and the Union in any step of this procedure shall terminate the grievance and be considered final and binding on both parties.

### **ARTICLE 11 CORRECTIVE DISCIPLINE AND DISCHARGE**

#### 11.01

The Employer shall not discharge nor give discipline to any employee without just cause. The Employer affirms and endorses the theory and practice of corrective discipline. The Employer retains the right to create, implement, and modify reasonable rules of conduct.

#### 11.02

It is recognized that for the benefit of employees and to protect the rights of the Employer, certain regulations must be observed by all staff members. These rules are not designed to restrict employees, but to protect them by assuring appropriate resident care, safe working conditions, and equal treatment with fellow employees. Such rules of conduct shall be listed in the Employer's Employee Handbook. The Union will be notified of any change in the rules of conduct at least seven (7) calendar days prior to the effective date of the new or amended rule.

#### 11.03

When an employee violates any work rules, written notice of the violation shall be given to the employee and to a Union Steward as soon as possible but no more than ten (10) working days from the time the Facility becomes aware of the violation. Warning notices shall include the following statement: "You have the right, upon request, to Union representation." Warning notices will not contain language that states the employee is in agreement with the warning unless they indicate differently.

**ARTICLE 12**  
**MEET AND CONFER**

**12.01**

The Employer and staff recognize their mutual responsibility to work toward developing and maintaining an atmosphere of mutual respect and cooperation.

**12.02**

Accordingly, a committee shall be established consisting of no more than four (4) members of the bargaining unit and four (4) members of management and their representatives which may meet whenever it is deemed necessary for the purpose of discussing subjects of mutual concern.

**12.03**

Such bargaining unit members shall be compensated at the applicable rate for time spent at such meetings, provided such meetings take place during such employees' scheduled work time.

**ARTICLE 13**  
**LEAVE OF ABSENCE**

**13.01**

An employee who has completed six (6) months of employment may be granted leave of absence without pay and without discrimination or loss of seniority rights, for:

1. Compelling personal reasons (e.g., adoption), and
2. Such other reasons as the Employer deems justifiable, provided however, that written permission for such leave of absence be in each case obtained from the Employer prior to the taking of such leave.

**13.02**

The maximum leave of absence shall be for thirty (30) calendar days unless otherwise agreed in writing prior to or during such leave, or as otherwise provided in § 13.06 below. Such leaves shall be extended for like periods by the granting of written permission for each extension, providing the employee notifies the Administrator at least seven (7) calendar days prior to the expiration of the leave, and provided the reasons for requesting an extension are acceptable to the Administrator. The extension of a leave of absence shall not be arbitrarily denied. Employees are required to exhaust all available PTO prior to taking an unpaid leave of absence.

**13.03**

Any employee who does not return or overstays a leave of absence will be considered to have terminated his/her employment, and if rehired, shall be considered a new employee.

**13.04**

It is understood that during the period of absence, the employee shall not engage in gainful employment to further another occupation in any industry. Failure to comply with this provision shall result in disciplinary action up to and possibly including the termination of the employee involved.

**13.05**

The Employer shall comply with the provisions of the Family and Medical Leave Act of 1993. Any regular employee who is granted a family or medical leave (or leaves) for a period of time not exceeding twelve (12) weeks within a rolling twelve (12) month period

(and educational and personal leaves not exceeding 30 calendar days per occasion) shall be permitted to return to the same job the employee worked at the time the leave was granted, or to a substantially equivalent job if the employee's previous job no longer exists. Further details regarding the employees' FMLA rights and the Employer's General Leave and FMLA policies and procedures are located in the Employer's policy or the Employee Handbook, as it may be amended from time to time.

13.06

Employees on leaves exceeding the above time limits shall return to a similar job should one be available at the time of the return. If no similar job is available the employee will be given the opportunity to bid on job postings as they occur. However, leaves in excess of twelve (12) weeks within a twelve (12) month period may result in termination.

13.07

The parties agree that only those employees who have worked for the Employer for at least twelve (12) months and who have actually worked the minimum of 1250 hours during the preceding twelve (12) months shall be entitled to the protections and entitlements of the Family and Medical Leave Act.

**ARTICLE 14**  
**SUCCESSORS**

The Employer agrees to notify any successor employer of the existence of this Agreement prior to consummating any sale or other transfer of ownership.

**ARTICLE 15**  
**TRAINING**

15.01

Employees required to attend meetings or classes shall be paid for time spent at such meetings or classes at their base rate of pay.

15.02

All employees shall be required to attend in-service education meetings or complete online training as mandated by federal and state regulations, and some in-service meetings or online training will be mandatory. All such time shall count as time worked for pay purposes and employees shall receive pay for one (1) hour's time or the actual time spent, whichever is greater. Employees are not allowed to watch in-service videotapes on recognized holidays in order to "make up" for in-services they did not attend; nor, may missed in-services be made up at overtime rates, except upon management approval. If required meetings are canceled, the Employer will give four (4) hours' advance posted notice of same or compensate affected employees (including employees who did not receive notice of the cancellation and who reported for the in-service as originally scheduled) one (1) hour's pay in lieu thereof. Employees may satisfy up to six (6) hours of in-service meetings by attending approved training programs outside of the Facility. The Department Supervisor's written approval must be received prior to attending the outside program.

15.03

The Employer agrees to continue providing Continuing Education Units through CE Solutions or its equivalent free of charge to the LPN. In the event the Employer elects to terminate this program, then the following provisions shall become operative. Each LPN will receive \$75.00 on his or her anniversary date, as compensation for Continuing Education Units, provided two conditions have been met: (1) the LPN possesses a valid

professional nursing license as of his/her anniversary date; and (2) the educational courses taken in order to obtain the required Continuing Education Units have been approved in advance by the Director of Nursing. The purpose of the pre-approval requirement is to ensure that the educational courses pertain to long-term health care, given the Employer's financial investment in the continuing education of its LPN's. However, LPN's may elect to take educational courses in areas unrelated to long-term health care without thereby jeopardizing their entitlement to the annual \$75.00 payment, provided that, on average over a three-year period, the Director of Nursing has determined that at least 15 Continuing Education Units per year are relevant to long-term health care.

15.04 Employees, when unable to attend or "make up" such meetings indicated above, shall be required to provide notice in advance of their inability to attend. Failure to attend mandatory in-services without an acceptable excuse may subject an employee to the disciplinary procedure. Employees will not be expected to attend in-service or staff meetings while on leaves of absence or vacations. However, such absent employees will still be responsible for attending the number of meetings required under federal and state requirements.

## **ARTICLE 16 LAYOFF AND RECALL**

### 16.01

Layoffs of employees shall be governed by the principle of the last hired shall be the first laid off, providing those remaining are qualified and available to perform work that is required. Layoffs or reductions in the work hours of employees shall be governed by the Facility seniority of the employee in the classification to be reduced, within the unit where the reduction is necessary. An employee selected for layoff will have the ability to: (a) Displace the least senior employee in the classification on the shift they are currently working; or (b) if there is no one less senior in their classification on their shift, displace the least senior employee in their classification on either of the other two shifts. Because some units (departments) require specialized training, any employee displacing a less senior employee pursuant to this section must possess the specified qualifications necessary to perform the job duties of the displaced employee.

### 16.02

When increases are to be made in the work force, employees on layoff, shall be recalled before new employees are hired. Laid off employees shall be recalled in the order of seniority, most senior first; least senior last, providing the most senior is qualified and available to perform work that is required. The work assignments of recalled employees shall be made giving consideration to resident care, the efficient operation of the Employer, the employee's seniority, and the employee's prior work assignment.

### 16.03

Employees on layoff shall maintain their position on the seniority list, but shall not accrue additional seniority credit resulting in increased benefit eligibility.

### 16.04

The Employer shall provide as much advanced notice of an impending layoff as is possible. In the event such is necessary, notice shall be given to the Union prior to the layoff.

16.05

In the event of a decrease in staffing hours due to census fluctuations and/or the acuity level of residents, employees shall first be asked to volunteer to accept reduced hours.

In the event of an increase in staffing hours due to census fluctuations and/or the acuity level of residents, those employees previously affected by a decrease in staffing hours shall be afforded first opportunity to fill such hours by order of seniority according to the departments and/or shifts affected by the previous reduction in staffing hours.

An employee who volunteers to take a reduction in staffing hours shall be given credit for such volunteer hours in the event an assigned reduction in hours becomes necessary. Nothing herein shall limit the number of decreased hours an employee may accept as a volunteer.

16.06

In the event the Employer anticipates significant departmental and/or facility-wide restructuring at some future date, the Employer agrees to meet and confer with the Union, upon written request, prior to the actual implementation of any such restructuring. "Significant restructuring", for the purposes of this Section, means action that likely will result in the permanent elimination or reconfiguration of multiple bargaining unit positions. The parties agree, however, that this provision is not intended to restrict the Employer's exercise of its management rights, as reflected in Article 3 of this Agreement.

**ARTICLE 17**  
**HOLIDAYS**

17.01

The Employer observes the following holidays:

New Year's Day  
Easter Day  
Memorial Day  
Fourth of July

Labor Day  
Thanksgiving Day  
Christmas Day

17.02

Employees who work on a holiday will receive straight time pay for all hours worked. In addition, eligible employees may request PTO for those same hours, resulting in "double time" pay for all hours worked, up to a maximum of eight (8) hours. Non-probationary employees who do not work on the holiday may request PTO for their normally scheduled hours, up to a maximum of eight (8) hours. (Refer to the parties' Letter of Understanding for those employees who work the weekend shift.)

17.03

The Employer will make every reasonable effort to equalize holiday scheduling among all of the employees on a departmental basis. Once the holiday schedule is determined, employees may also trade scheduled holidays on a mutually agreeable basis without prejudice provided prior approval is received from the supervisor or department director. A trade may be disallowed if it results in the replacement being eligible for overtime.

17.04

Employees working in areas providing seven (7) day coverage will be required to work every other holiday. The Employer will use its best efforts to ensure that no regular employees are scheduled to work both Christmas Eve and Christmas Day, nor scheduled to work both New Year's Eve and New Year's Day. By the same token, no employee in



an area providing seven (7) day coverage will be allowed to take off both Christmas Eve and Christmas Day, or both New Year's Eve and New Year's Day, absent written approval from their immediate supervisor.

## **ARTICLE 18 FUNERAL LEAVE**

### **18.01**

Employees, upon completion of the probationary period, will be granted time off work with pay as indicated below, to make arrangements and attend funerals in the event of a death in the immediate family. Funeral leave is in addition to any PTO time an employee may have available.

### **18.02**

Full- and part-time employees, upon completion of their probationary period, will be provided with up to three (3) days leave with pay to make arrangements for and attend funerals in the event of the death of a relative in the immediate family. Such paid leave time shall be provided only in the event that the days on which the absence occurs are scheduled work days. Part-time employees' pay will be pro-rated based on an average of their most recent six (6) pay periods including straight time hours worked and any PTO taken. Paid funeral leave must be commenced within one (1) week of the death. This policy shall apply in the event of the death of any of the relatives listed below:

Spouse	Step-Parent/Child	Step-Brother/Sister
Child	Sister/Brother	Half-Brother/Sister
Parent		

It is understood that when necessary, the three (3) days of paid leave may include the day after the funeral.

### **18.03**

Funeral leave of one (1) scheduled work day with pay shall be provided in the event of the death of an employee's relative as follows:

Grandparent	Brother/Sister-in-Law	Father/Mother-in-Law
Grandchild	Son/Daughter-in-Law	Grandparents-in-Law

### **18.04**

An employee shall notify her Department Supervisor as soon as possible before taking such leave to ensure that adequate scheduling adjustments can be made.

### **18.05**

If the employee is first notified of death while at work, she shall be excused from further work on that day without pay, and time off provided for above shall begin with the following day.

### **18.06**

The Employer may grant emergency use of earned vacation days to cover funeral leave for relatives not listed in Article 18 and/or to extend paid funeral leave for those relatives who are identified in Article 18. Additional time off will be granted if requested and without pay in the event of the death of other acquaintances or relatives not identified in Article 18. (Should such occur, the employee shall be required to arrange for a replacement prior to leaving for the funeral. The replacement cannot result in additional overtime.)

18.07

It is agreed that the Employer may request confirmation of the death of any individual identified in this Article.

**ARTICLE 19**  
**JURY DUTY**

19.01

**Employees are expected to be at work when their presence is not required in court. During the time you are required to report for jury duty, your scheduled hours may be adjusted.**

19.02

Employees who are scheduled to work the second or third shifts at a time in which they are called to jury duty, may be reassigned to the first shift during the period of jury duty and provisions of 19.01 shall apply.

19.03

Employees who are called for jury duty on a scheduled working day will receive their regularly scheduled pay from the Employer, provided they give their Employer any amount received from the government for jury duty pay.

**ARTICLE 20**  
**PAID TIME OFF**

20.01

Effective May 11, 2008, all regular full-time and regular part-time employees covered by this Agreement shall earn Paid Time Off ("PTO") as described in this Article. PTO accumulates and is paid out on hours worked at an employee's base rate of pay, not to exceed forty (40) hours in each workweek. Probationary, temporary and PRN employees are not eligible to earn PTO hours. PTO balances will be revised each pay period to reflect any PTO hours earned or taken during that pay period. This will be reflected on the employee's paycheck.

20.02

PTO shall be determined on the basis of the employee's continuous length of employment with the Employer, and accrual rates are listed below:

<u>Length of Service</u>	<u>Accrual Rate Per Hour Worked</u>
After probation through 1 <sup>st</sup> year anniversary	.0612
One (1) year through four (4) years	.0924
Five (5) years, through nine (9) years	.1159
Ten (10) years, through fourteen (14) years	.1300
Fifteen (15) years through nineteen (19) years	.1404
Twenty (20) years and greater	.1556

20.03

Employees begin accruing PTO following completion of their probationary period (i.e., after ninety (90) days of employment), including any extension thereof. PTO must be used for any time away from work, with the exception of funeral leave (see Article 18). PTO combines holidays, vacation, sick leave, floating holidays, and attendance bonus days into one benefit.

#### 20.04

Employees are not allowed to take more hours of PTO than what they have in their PTO bank (i.e., employees may not have a negative PTO balance).

#### 20.05

Employees are not allowed to take PTO hours where it will increase their paid hours beyond their normal scheduled hours in a week. (Example: An employee who has regular hours of thirty-two (32) per week (.8 FTE) can only use PTO hours to bring his or her total paid hours for that week up to a maximum of thirty-two (32) hours). An exception will be recognized where an employee works a recognized holiday, as provided in Section 17.02 of this Agreement. (Example: An employee who works eight (8) hours on Christmas Day will receive eight (8) hours straight-time pay and, in addition, may request another eight (8) hours of PTO, if available, also at straight-time pay).

#### 20.06

Employees desirous of using PTO must complete a PTO Payroll Change Form ("PCF") and obtain approval from their supervisor. Employees are responsible to complete the PCF on a timely basis and submit it to payroll no later than the end of the following payroll period. PTO can be accumulated to a maximum of three hundred twenty (320) hours. Accumulated hours may not exceed three hundred twenty (320), absent written approval from the CEO/President to exceed the maximum accrual.

#### 20.07

Insofar as possible, an employee will be permitted to take his/her PTO at the time he/she chooses, subject to the right of the Employer to schedule PTO in such manner as to ensure the efficient operation of the Employer and adequate resident care. (See also, Section 20.10 of this Agreement). Classification seniority will be used as a "tie-breaker" where two (2) or more employees make timely application for the same Paid Time Off. Upon termination of employment, employees will be paid their remaining PTO balance, except that PTO will not be paid where the employee fails to give the required two (2) weeks' notice of voluntary separation, work all scheduled hours during the two-week notice period or is terminated for a Group III Offense (as defined by the Employer's Handbook).

#### 20.08

Employees may "sell back" a portion of their PTO balance in accordance with the following guidelines:

- a. Employees must maintain a minimum balance in their PTO bank of forty (40) hours. Only accumulated PTO hours in excess of forty (40) as of the date of the election are available to be "sold back."
- b. Employees may sell back a maximum of forty (40) PTO hours at the election date. The request must be made through the use of a PCF form and state the number of hours the employee is requesting to sell back. Partial hours may not be sold. The PCF form must be signed by the employee, approved by their immediate supervisor, and forwarded to the Business Office by the respective deadline.

Examples:

1. Example 1: PTO balance of thirty-eight (38) hours.  
Available to sell back: None.

- ! Example 2: PTO balance of one hundred fifty-three and three-quarters (153.75) hours.  
Available to sell back: forty (40) hours.
  - ! Example 3: PTO balance of sixty-five and one-half (65.50) hours.  
Available to sell back: twenty-five (25) hours.
- c. The Employer will communicate the biannual deadline for employees to make the election to sell back their PTO hours and have their completed PCF forms submitted to the Business Office.
  - d. Effective January 1, 2022, any PTO hours that are sold back will be paid at 90%. By way of example, if an employee sells back 10 hours of PTO, he/she will be paid for 9 hours. The 10% reduction only applies if an employee elects to **sell back** a portion of their PTO.
  - e. Sell-back opportunities will be offered to employees on a biannual basis within the guidelines noted above.

#### 20.09

After an employee's PTO request has been approved, it shall not be changed without the agreement of the employee involved, except in cases of an emergency. Should such occur, the Employer shall have the "right of approval" on subsequently scheduled PTO periods.

#### 20.10

Requests to use PTO for planned time off must be submitted in writing by May 1 for the months of June - August; August 1 for the months of September - November; November 1 for the months of December - February; and February 1 for the months of March - May. The Employer must grant or deny the planned time off PTO request by the 15th day of the month in which the request is submitted. PTO must be taken in increments of one (1) full day or more, except as otherwise provided by the Family and Medical Leave Act.

#### 20.11

One additional week of time off may be granted without pay at the discretion of the Employer. Requests for unpaid weeks of time off will be considered only after paid weeks of other employees have been approved.

#### 20.12

PTO may not be used during a scheduled weekend, except when PTO time is taken in increments of at least two (2) weeks, one of which must precede the scheduled weekend and one of which must follow the scheduled weekend. In the event an employee uses PTO on a scheduled weekend as provided in this Section, and fails to secure an approved trade to cover that weekend, he or she may be required to work on an unscheduled weekend in accordance with Section 21.02.

### **ARTICLE 21** **CALL-IN AND STANDBY PROCEDURE**

#### 21.01

In the event the Employer fails to secure volunteers to work the necessary call-in hours, then the Employer may assign the work in reverse order of seniority from among those employees qualified to perform the work.

21.02

If an employee calls in absent on his/her scheduled weekend to work, the absent employee's name will be added to a call-in list from which future weekend vacancies will be filled on a rotational basis. If the employee has not been called in to work a make-up weekend within one (1) month of placement on the call-in list, the employee's name will be dropped from the list. Under these circumstances, no employee shall be allowed to exchange standby status with another employee.

21.03

An employee will not be required to make up weekend work only if:

- a. The employee is hospitalized or is on a medical leave of absence of at least one (1) week's duration.
- b. The employee successfully replaces himself/herself and no employee absence or overtime results.

21.04

The employer will call employees who are responsible for make-up weekend work before calling employees on the call-in list. Every effort will be made to call employees to work their usual work shift. Employees may be called in to work on both Saturday and Sunday if they were absent on either or both weekend days on the preceding weekend.

21.05

While it is agreed that the Employer has the right to call an employee for both weekend days to replace an absent employee, every effort will be made to call employees to make up one shift for each shift the employee was absent. Accordingly, employees who were absent on two (2) weekend days will be called before employees who were absent on one (1) weekend day for weekend make-up work.

**ARTICLE 22**  
**WAGE ADMINISTRATION**

22.01

New employees may be started at a higher rate of pay than the base of the applicable pay scale if such employee has previous work experience directly related to the job for which the employee was hired. Previous work experience may be applied to the pay scale up to 50% if the employee has two (2) or more years of previous experience as stated.

22.02

Upon completion of a probationary period of ninety (90) calendar days, an employee's performance shall be appraised by the immediate supervisor and/or department supervisor. If, in the opinion of the Employer, a valid reason exists to extend the probationary period, such extension shall be made in thirty (30) day increments.

22.03

All wage changes shall become effective at the beginning of the pay period when the employee's eligibility date falls during the first week of the pay period. Wage changes falling due during the second week of a pay period will be paid beginning with the next pay period.

22.04

Employees who serve in the position of house charge nurse will receive an additional \$1.00 per hour when performing in such capacity; provided, however, that employees

who fail to properly clock in/out for any shift in which they are serving as house charge nurse shall forfeit their house charge nurse premium pay for that shift.

22.05

Current position descriptions shall be provided to the Union upon request. Should the Employer find it necessary to permanently and significantly modify existing jobs, the Union shall be notified prior to such modifications.

22.06

Employees who are scheduled to work a majority of their hours on the second shift shall receive a shift differential of \$1.75 (one dollar and seventy-five cents) per hour for all hours actually worked, and employees who are scheduled to work a majority of their hours on the third shift shall receive a shift differential of \$2.00 (two dollars) per hour for all hours actually worked. For purposes of this Section, "second shift" shall be defined to mean the hours of 2:00 p.m. - 10:30 p.m., and "third shift" shall be defined to mean the hours of 10:00 p.m. - 6:30 a.m.

22.07

Payroll shortages on employee paychecks will be paid within two working days if the amount of the shortage is more than \$25.00. If the amount of the error is less than \$25.00, it will be corrected on the following paycheck. However, should an employee make an error in filling out a time card, any adjustment in the amount of the check shall be included on the check issued on the following pay period. All errors must be reported by 10:00 a.m. on the Friday following distribution of paychecks.

22.08

The parties agree that the wage scale attached to this Agreement as Addendum A will apply to all employees hired during the term of this Agreement. For the first year of this Agreement (2021), Appendix A will reflect an increase of 3.5% to all start rates; for the second year of this Agreement (2022) Appendix A will reflect a 3% increase to all start rates across-the-board; and for the third year of this Agreement (2023), Appendix A will reflect a 3% increase to all start rates across-the-board. These increases will take effect the first full pay period after November 1 of the applicable calendar year.

22.09

The parties agree that, effective the beginning of the first full payroll period after November 1, 2021, all bargaining unit employees who have completed their probationary period as of such date will receive a wage increase of 4% to their base wage rate.

22.10

The parties agree that, effective the beginning of the first full payroll period after November 1, 2022, all bargaining unit employees who have completed their probationary period as of such date will receive a wage increase of 3% across-the-board.

22.11

The parties agree that, effective the beginning of the first full payroll period after November 1, 2023, all bargaining unit employees who have completed their probationary period as of such date will receive a wage increase of 3% across-the-board.

22.12

The parties recognize that the Employer may need to implement new monetary incentives and/or increase existing incentives on a temporary or emergency basis in order to ensure appropriate staffing levels and improve operational efficiencies. Upon advance notice to the Union, the Employer may implement new monetary incentives and/or increase existing incentives on a trial basis for up to six (6) months. At any time during this trial period, the Union may request the opportunity to meet and confer regarding the ongoing terms and conditions of such incentive program.

**ARTICLE 23**  
**INSURANCE**

23.01

The Employer will make available to all eligible employees a Section 125 plan, through which participating employees may withhold a pre-determined amount of their wages on a pre-tax basis for payment of covered expenses.

23.02

The Employer will offer group health insurance to all eligible full-time employees. If more than one plan is offered, these percentages will be based on the plan chosen by the administration. The Employer will continue to maintain its current premium contribution of seventy-five percent (75%) of the single coverage premium or fifty percent (50%) of the total premium (including employee premium) for family, employee plus one, or employee plus spouse coverages, for participating employees through the term of this Agreement. Increases in premiums, if any, shall be apportioned between the Employer and participating employees based on the foregoing percentage contributions of the Employer. The parties agree, however, that in the event rate increases equal or exceed twenty percent (20%) for any year of the contract term, the Employer may re-open this Agreement for further negotiations regarding insurance only. The parties further agree that in the event participation levels required by the Employer's insurance carrier are not achieved, and this benefit is therefore eliminated for bargaining unit employees, then this Agreement may be re-opened by either party for further negotiations regarding insurance and/or wages only.

23.03

Employees who have been notified of their eligibility for benefits must either enroll or waive their right to receive such benefits. Failure to do so no later than the last day of the month prior to eligibility will be considered a waiver of benefits.

23.04 The Employer will offer group health insurance to all eligible full-time employees, as defined in Section 8.05 of this Agreement. The Employer will continue to maintain its current premium contribution of seventy-five percent (75%) of the single coverage premium or fifty percent (50%) of the total premium (including employee premium) for family, employee and children, or employee plus spouse coverages, for participating employees through the term of this Agreement. If more than one plan is offered, these percentages will be based on the plan chosen by the administration. Increases in premiums, if any, shall be apportioned between the Employer and participating employees based on the foregoing percentage contributions of the Employer. The parties agree, however, that in the event rate increases equal or exceed twenty percent (20%) for any year of the contract term, the Employer may re-open this Agreement for further negotiations regarding insurance only. The parties further agree that in the event

participation levels required by the Employer's insurance carrier are not achieved, and this benefit is therefore eliminated for bargaining unit employees, then this Agreement may be re-opened by either party for further negotiations regarding insurance and/or wages only.

23.05 Employees who are hired at a minimum of .60 FTE will be eligible to receive Short-Term Disability (STD). STD is an Employer-paid benefit. STD will pay an employee fifty percent (50%) of their normal wages (not to exceed forty (40) hours) based upon their hired FTE weekly gross earnings on either:

1. The first day of an injury; or
2. The eighth calendar day of an illness or surgery-related absence and continue through eight (8) calendar weeks, or upon return to work, whichever should occur first.

Employees who are receiving STD are required to supplement their STD with PTO payouts that will bring their gross weekly earnings to their hired FTE status times their applicable wage rate.

Employees may withhold additional federal and state income tax from their PTO pay (bi-weekly, coinciding with pay period check disbursement). To change the amount of federal or state income tax withholding, employees must complete a new W-4 in the Human Resources office.

The parties are in agreement that the Employer may modify its STD plan during the term of this Agreement, so long as it maintains the following minimum provisions:

1. Eligibility based on a minimum of .70 FTE; and
2. Coverage to begin on the fifteenth (15<sup>th</sup>) day of an illness or injury.

## **ARTICLE 24** **MISCELLANEOUS**

### 24.01

The Employer agrees to provide sufficient space on a bulletin board located in the employee dining room for the posting of Union notices.

### 24.02

New employees are required to furnish a physical examination report at their own expense to the Employer showing their physical fitness to perform the work required on their job. The Employer will provide subsequent physical examinations required for continued employment at the Employer, provided the employee has the required examination performed by the Employer's approved provider.

### 24.03

The Employer agrees to grant necessary time off without pay or loss of seniority to employees designated by the Union in advance in writing, to attend a labor convention or



participate in other official Union business, so long as such absence does not interfere with patient care and the efficient operation of the Employer. Such requests shall be received by the Employer no less than ten (10) working days prior to the requested dates of leave.

#### 24.04

Use of Telephone: Employees may not make outgoing personal telephone calls without express approval of immediate supervisors, which will be granted only for emergency calls. However, an employee may make outgoing local (non-long distance) calls without approval of her immediate supervisor during the lunch or rest periods. An employee may not receive incoming personal telephone calls when at work except those of an emergency nature. Employees will be given a message upon receiving an incoming call, which they may answer during the lunch or rest period. Employees are not allowed to carry a cellular telephone on their person during work time, unless approved by the Employer.

#### 24.05

Reimbursement shall be made by the Employer to a maximum of \$25.00 for damage sustained to eyeglasses or watchbands occurring while performing the job upon presentation by the employee of a receipt or bill for such repair charges. An incident report shall be completed prior to such reimbursement.

#### 24.06

"Working days" whenever used in this Agreement shall mean Monday through Friday.

#### 24.07

The Employer provides a smoke-free campus. Smoking will only be allowed in employees' personal vehicles and only during authorized rest or meal breaks. Cigarettes must be extinguished and disposed of prior to leaving personal vehicles. Failure to comply may result in disciplinary action.

#### 24.08

When employees are unable to come to work, they are encouraged to call in two (2) hours in advance of their scheduled shift, but no less than one (1) hour for the day shift.

### **ARTICLE 25** **DURATION**

This Agreement shall be in full force commencing on November 1, 2021, and shall continue in effect through November 1, 2024, and from year to year thereafter unless either party serves a written notice upon the other at least ninety (90) days prior to any such termination date of a desire to terminate, modify or amend the provisions thereof. The parties have agreed, however, that this Agreement may be reopened for 'wages only' negotiations in the second and/or third year of the Agreement if, in the Employer's judgment, the Employer's financial status requires renegotiation of the scheduled wage increases for 2022 and 2023.

**ARTICLE 26**  
**COMPLETE AGREEMENT**

The parties agree that this Agreement represents the complete and total agreement between them and the entire extent of the Employer's contractual obligations toward the Union or the bargaining unit employees; and that any terms and conditions of employment which have not been discussed and an understanding reached in the negotiations which resulted in this Agreement remain at the discretion of the Employer.

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

BARTELS LUTHERAN  
RETIREMENT COMMUNITY  
Waverly, Iowa

DISTRICT LOCAL 431  
HEALTH CARE EMPLOYEE'S  
DIVISION, U.F.C.W.  
Waterloo, Iowa

For the Employer:

For the Union:

By: Cathy Curo

By: Ally Holm (Daule Johnson)

Date: 11/24/21

Date: 11.24.21

**APPENDIX A**

**LPN WAGE  
SCHEDULE**

Effective  
the first full pay  
period after  
11/1/2021

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**Base rate: \$20.36**

Effective the first  
full pay period  
after 11/1/22

**Base rate: \$20.97**

Effective the first  
full pay period  
after 11/1/23

**Base rate: \$21.60**

A.1

Wage increases shall be based on an employee's length of service as of the contract anniversary date; not an employee's individual anniversary date of employment with the Employer.

A.2

The parties agree that the wage rates reflected herein represent the minimum negotiated rates applicable during the term of this Agreement, and that the Employer retains the right to increase the negotiated wage rates upon simple notice to the Union at least thirty (30) days prior to the effective date of same.

## LETTER OF UNDERSTANDING

Between the Bartels Lutheran Retirement Community and UFCW Local 431.

This is to confirm certain understandings reached between the parties during recent discussions relative to the Employer's efforts to achieve a general scheduling pattern of Monday through Friday for its Nursing Department staff and, consistent with these efforts, the implementation of a revised weekend shift that is intended to help accomplish that objective. This Letter of Understanding supersedes the parties' previous Letter of Understanding addressing the creation and implementation of a weekend shift. Specifically, it is agreed and understood that:

1. This Letter of Understanding is not intended to alter or abrogate the Employer's Management Rights, as defined in Section 3.01 of the parties' Collective Bargaining Agreement. The conversion to a Monday through Friday scheduling pattern and the revised weekend shift position may be continued or discontinued at the Employer's discretion, subject to the following terms.
2. The weekend shift position will consist of twenty-four (24) hours, comprised of either three 8-hour shifts or two 12-hour shifts, to be determined by the Employer based on scheduling needs, employee preferences, and staffing availability. The regular weekend shift will extend from 6:00 a.m. Saturday through 6:00 a.m. Monday. (Exceptions to this scheduling pattern may be recognized for third shift employees desirous of working a scheduling pattern that varies from the foregoing).
3. Employees electing to work the weekend shift will be paid for thirty-two (32) hours, provided they fulfill their weekend obligation (i.e., they actually work their full scheduled weekend shifts). In the event an employee fails to satisfy his or her weekend obligation as outlined herein, the employee will only be paid his or her base rate for hours actually worked that weekend. However, a weekend shift employee who successfully replaces himself/herself on the schedule with an approved trade will receive premium pay for all weekend hours actually worked that weekend.
4. In the event a weekend shift employee trades shifts with an employee scheduled to work Monday-Friday, and as a result, works a day during the week (i.e., Monday-Friday), he/she will be paid at his/her base rate of pay for the traded shift.
5. Employees electing to work the weekend shift will not be considered full-time, as defined in Section 8.05 of the parties' Collective Bargaining Agreement, unless they regularly work a minimum of thirty-two (32) hours per week. Thus, in order to be eligible for health insurance, employees electing the weekend shift will need to pick up an additional eight (8) hours per week. The parties understand that there is no guarantee that additional hours or shifts will be available during any given week and/or that an employee's preference for specific hours or shifts can always be honored. In addition, all hours that are picked up during the week (i.e., Monday-Friday) will be paid at their base rate (i.e., not at the premium rate).
6. Employees who elect to continue their current scheduling pattern consisting of every other weekend off will not be eligible for the weekend shift premium outlined herein.

7. Employees working the Monday-Friday schedule will not be eligible to receive the weekend premium pay, regardless of when they work. Nor, will the weekend shift premium be paid for any hours worked during the week (Monday-Friday), regardless of whether the hours are worked by a weekend shift employee or by a Monday-Friday shift employee.
8. Overtime pay will be calculated only on actual hours worked in accordance with Section 7.03 of the parties' Collective Bargaining Agreement.
9. In the event a weekend shift employee works a weekend day that is also a recognized holiday, the employee can request up to twelve hours of PTO for the holiday pay, but the holiday pay will be paid at the employee's base rate, even though the employee will receive his or her premium rate for all hours actually worked (i.e., the "double-time" provisions of the PTO policy will not apply in this situation).
10. Employees will be required to select their weekends off during a designated window period the month preceding the calendar quarter in question. In order to be eligible to take a weekend off, employees must have sufficient PTO earned. The Employer will post a calendar of availability and seniority roster near the 1<sup>st</sup> floor nurses' station, and the Employer agrees to follow seniority when awarding weekends off.
11. Each weekend shift missed will be counted as an individual absence occurrence under the Employer's attendance policy. The Employer retains the right to remove any employee from the weekend shift position if, in the opinion of the Employer, such employee is abusing his/her weekend shift status.

BARTELS LUTHERAN RETIREMENT  
COMMUNITY

UFCW LOCAL 431

By: Catherine

By: Ally Hub Randall Johnson

Date: 11/24/21

Date: 11.24.21

**LETTER OF UNDERSTANDING**

Between the Bartels Lutheran Retirement Community and UFCW Local 431.

During the COVID-19 pandemic, the Employer will comply with applicable COVID-19 requirements established by CMS, Iowa OSHA, the Iowa Department of Public Health or similar governmental agency. The Employer will also provide flexibility on the timing of funeral leave for extenuating circumstances, such as postponed services.

**BARTELS LUTHERAN RETIREMENT  
COMMUNITY**

**UFCW LOCAL 431**

By: *Colleen*

By: *Allen Thomas Druelle (Johanna)*

Date: 11/24/21

Date: 11.24.21

UFCW DISTRICT LOCAL UNION 431

SIMPLICE M. KUELO  
PRESIDENT

ASHLEY DANNER  
SECRETARY-TREASURER

Davenport Office  
2411 W. Central Park Avenue  
Davenport, Iowa 52804

(563) 323-3655  
1-800-292-7293

You can contact your local union  
On the Internet

Our Website address is:

[www.ufcw431.com](http://www.ufcw431.com)

Please attend your union meetings