

**AGREEMENT**

**CEDAR FALLS LUTHERAN HOME  
d/b/a NEWALDAYA LIFESCAPES**

**AND**

**UNITED FOOD & COMMERCIAL WORKERS  
INTERNATIONAL UNION,  
AFL-CIO, LOCAL 431**

**May 1, 2020 through April 30, 2023**

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THIS AGREEMENT is between NEWALDAYA LIFESCAPES (hereinafter referred to as the "Employer"), and the UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION AFL-CIO, LOCAL 431 (hereinafter referred to as the "Union"), and is effective as of 12:01 A.M., May 1, 2020, through April 30, 2023.

WITNESSETH:

The EMPLOYER and the UNION agree mutually as follows:

**ARTICLE I,  
INTENT & PURPOSE OF THIS AGREEMENT**

It is the intent and purpose of the Employer and the Union, by entering into this Agreement, to promote cooperation and harmony, to recognize mutual interests, to provide a channel of communication through which information and problems may be transmitted from one to the other, to establish an equitable and peaceful procedure for the resolution of disagreements, to formulate guidelines to govern the relationship between each other, and to set forth the basic agreements covering hours of work, rates of pay, and such other terms and conditions of employment as have been reached in negotiations. It is recognized that both the Employer and the Union have a mutual interest in promoting cooperation with each other to assure the safe, economical, efficient and uninterrupted operation of the Employer's health care facility. It is further recognized by both parties that they have mutual yet separate and individual responsibilities to help achieve the highest levels of employee performance in order to safeguard the comfort and the mental and physical health of the residents of NewAldaya Lifescapes.

**ARTICLE II,  
DEFINITION OF TERMS**

**2.01 REGULAR FULL-TIME EMPLOYEE**

A regular full-time employee is any employee who works or is scheduled to work at least 60 hours per pay period on an ongoing, regular basis, and in a permanent job assignment, except when on an authorized leave status. Regular full-time employees are entitled to the economic benefits of this Agreement on a prorated basis; (forty (40) hours per week, eighty (80) hours per pay period, equaling 100%); share weekend, holiday and shift assignments as assigned; and accumulate seniority in accordance with Article VI--Seniority, of this Agreement.

**2.02 REGULAR PART-TIME EMPLOYEE**

A regular part-time employee is any employee who works or is scheduled to work at least 40 but less than 60 hours per pay period on an ongoing, regular basis, and in a permanent job assignment, except when on an authorized leave status. Regular part-time employees are entitled to the economic benefits of this Agreement on a prorated basis; (forty (40) hours per week, eighty (80) hours per pay period, equaling 100%); share weekend, holiday and shift assignments as assigned; and accumulate seniority in accordance with Article VI--Seniority, of this Agreement.

**2.03 PART-TIME EMPLOYEE**

Part-time employees are employees who work or are scheduled to work less than 40 hours per pay period. Part-time employees do acquire seniority, and are eligible for pension benefits, but do not share in other fringe benefits available under this Agreement for regular full-time and regular part-time employees.

**2.04 TEMPORARY EMPLOYEE**

A temporary employee is one who is hired for a period of up to three (3) months, and is so informed at the time of hire. Temporary employees may be hired to fill a temporary job, for a specific short-term or seasonal assignment, or to replace employees who are in a PTO or other leave status. The basic three (3) month period may be extended for an additional three (3) months, or for the length of the leave of the employee being replaced. Temporary employees do not acquire seniority, nor share in the fringe benefits available under this Agreement for regular full-time and regular part-time employees.

**2.05 CASUAL EMPLOYEE**

A casual employee is one who is placed on the work schedule only as needed and, unlike a temporary employee, does not work on a regular basis. Casual employees may be called in to substitute for either regular or temporary employees who are absent from work, or to fill in the work schedule to help meet the Employer's goal of an equitable rotation of weekends and holidays off for regular employees. Casual employees do not acquire seniority, nor share in the fringe benefits available under this Agreement for regular full-time and regular part-time employees. A casual employee must work at least two weekend shifts per month to remain eligible for continued employment.

**2.06 TRAINEE EMPLOYEE**

New employees hired in classifications where a certification is required now, or may be required in the future, shall be designated "Trainees" and shall remain in an extended probationary period until they have satisfactorily completed the certification requirements for their assignments.

**2.07 JUNIOR EMPLOYEE**

A junior employee is the employee with the least seniority who is available and qualified to perform the necessary work, as determined by the Employer.

**2.08 PRO RATA**

"Pro rata" shall, for all purposes of this Agreement, unless otherwise provided, mean and be calculated on the basis of the number of hours worked or credited as being worked by the employee, compared with 2,080 hours. Overtime hours shall count toward the total hours worked, not to exceed eight (8) hours per day.

**ARTICLE III,**  
**RECOGNITION OF THE UNION**

**3.01 BARGAINING REPRESENTATIVE**

The Employer agrees to recognize the Union as the collective bargaining representative of the employees who are included in the collective bargaining unit as defined by the National Labor Relations Board in the Board's "Certification of Representative," Case No. 18-RC-9765, dated October 30, 1973.

**3.02 EXCLUSIONS FROM THE UNIT**

Excluded from the collective bargaining unit are the office and professional employees, registered nurses, licensed practical nurses, guards and supervisors as defined in the National Labor Relations Act, as amended.

**3.03 UNION COOPERATION**

**(A) Employer's Work Rules**

The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance and sufficient notification in cases of absences, conduct on the job, and other reasonable rules and regulations established by the Employer.

**(B) Employer's Facility**

The Union agrees to cooperate with the Employer in maintaining within NewAldaya Lifescapes the highest possible standard in accordance with all regulatory bodies and survey entities in the following: safe working conditions and practices, cleanliness and good housekeeping, and care for the residents. If requested by the Employer, a Union steward may accompany any inspectors, such as representatives of the Occupational Safety & Health Administration or the Department of Health, on inspections of the facility.

**(C) Employee Inefficiencies**

The Union agrees to cooperate in correcting inefficiencies of employees who might otherwise be discharged because of their performance on the job.

**(D) Employee Relationships**

The Union agrees to cooperate with the Employer in maintaining a good working relationship between Union members and other employees.

**3.04 STEWARDS**

The Employer agrees to recognize a maximum of five (5) official Union stewards, one (1) of whom shall be designated by the Union as its Chief Steward. The Union shall certify, in writing, the names of its official stewards and the Employer shall not be required to recognize any person as an official steward whose name is not on the most recent such certified list. Only an official Union steward may wear union steward identifying insignia on the Employer's premises. Stewards

shall be selected to be as representative of the bargaining unit as possible, with as many shifts and departments represented as possible.

**(A) Stewards' Time for Union Activities**

Stewards shall serve without compensation by the Employer except that the Employer agrees to authorize a maximum of five (5) hours with pay each calendar month for official steward duties as defined above. Such authorized hours shall not be cumulative from month to month, and may be divided among the stewards as the Chief Steward may determine. No steward shall leave his/her work area without first securing authorization from his/her immediate supervisor and, upon leaving and returning, shall record all time devoted to the Union activities on an official time card maintained for that purpose.

**(B) Stewards' Time for Grievance Processing**

No steward shall leave his/her assigned work area in order to investigate a grievance or to attend a grievance meeting without first securing the approval of his/her immediate supervisor and recording the time away from the work area on the designated time card. No steward shall request time away from a work area for the purpose of soliciting or initiating a grievance. A steward's status for pay purposes while performing authorized grievance service for the Union shall be in accordance with the provisions of 3.04(A) above.

**3.05**

**OFFICIAL UNION ACTIVITIES**

**(A) Negotiating Committee**

The Employer agrees to recognize an official Union Negotiating Committee as further defined in Article XXVIII--Collective Bargaining.

**(B) Other Official Union Business**

The Employer recognizes the necessity of employee participation in certain official Union activities, including, but not limited to, labor conventions, steward orientation seminars, etc. Up to six (6) employees shall be excused for any one such event, provided that the employees make application prior to the closing date of the posting of the work schedule, and provided further that the approval of such absence will not interfere with the operation of the Employer's facility. If applications for such absences are not timely filed, the Employer shall have no obligation to accept them. An employee shall be considered to be in a Leave Without Pay status, though an employee may elect to use accrued PTO whenever excused for any activity provided for in this Section.

**(C) New Employee Orientation**

The union will be provided fifteen (15) minutes during general new employee orientation. The union will reinforce the importance of regular, timely attendance, call-in procedures, make-up procedures, the cell phone policy, and all other applicable employment policies as were introduced during new employee orientation.

**3.06**

**UNION LEAVE OF ABSENCE**

Employees who are elected or appointed to a full-time position with Local 431 shall be granted a special leave of absence without pay for such Union service provided that a leave is required jointly by the Union and the employee. This special leave shall be granted for the duration of the elected term or appointment. The employee's seniority shall continue to accumulate during the term of such leave, but there shall be no accumulation of economic benefits (such as PTO, etc.). An employee on such leave shall be reinstated to the bargaining unit if written notice by certified mail letter only of the employee's desire to return to work for the Employer is given at least sixty (60) days prior to the termination of the Union service for which the leave was originally authorized. The employee's return to work shall be conditional upon the maintenance of such licenses and/or certifications as may then be required for the employee's job. A current physical examination must also be furnished by the employee plus a physician's statement if the Employer shall so request.

**3.07**

**BULLETIN BOARD SPACE**

**(A) Union Use**

The Employer agrees to provide bulletin board space in the designated employee break room for official use by the Union. No announcements, notices or any other materials shall be distributed or posed by the Union except on the designated bulletin board. The bulletin boards in the employee break room, back of the kitchen, and in the AL charting closet shall be used only for notices of elections, official meetings, reports of committees, rules or other policies, and recreational and social affairs and then only for Local 431's activities.

**(B) Approval Prior to Posting**

Each item to be posted must first be signed and dated by a Union officer and then must be approved and initialed by Human Resources or its designee before it can be posted. All official postings are to be made and removed by a Union steward or a Union officer if no steward is available. Violations of these Sections shall be brought to the Union's attention.

**3.08**

**OFFICIAL ROSTER OF UNION REPRESENTATIVES**

The Union shall furnish the Employer with an official roster of its authorized representatives, excluding those individuals who are already designated as stewards employed by the Employer, whose names are reported separately. Any changes in this roster shall be reported to the Employer in writing, and shall be signed by an officer of the Union. The Employer shall not be required to recognize any Union representative whose name is not on the current official roster.



**3.09**

**VISITATION ON PREMISES BY A UNION REPRESENTATIVE**

Representatives of the Union may visit the Employer's premises for the purpose of discussing grievances and other Union matters with the employees. Such discussions shall take place at such times and places as are mutually agreed to between the Employer and the Union. The parties shall cooperate in arranging such discussions so that there will be no disturbance to residents or interruption in providing care to such residents. Representatives of the union agree to notify the person in charge of the facility upon arrival. Visitation will normally take place in the employees' break room unless otherwise approved by the employer. It is permissible for the rotating supervisor on the second and third shifts to check on any such visits.

**3.10**

**UNION IDENTIFYING INSIGNIA**

It shall not be a violation of the Employer's dress code for an employee to wear the Union's official insignia on his/her lapel while on duty, provided that any such lapel button or pin not be larger than the usual type of nursing pins worn by nurses.

**3.11**

**PAYROLL DEDUCTIONS**

The Employer agrees to deduct Union dues, initiation fees and assessments from the wages of each employee in the Bargaining Unit who provides the Employer with a voluntary individual written authorization signed by the employee, which written authorization and assignment shall be irrevocable for the term of this labor contract or for one (1) year, whichever is less, and it shall automatically renew for the term of the labor contract or one (1) year, whichever is less, unless the employee becomes a casual employee or submits a timely written notice to revoke the dues deduction to Human Resources and the UFCW Business Agent. To be timely, a written notice to revoke must be submitted at least thirty (30) days, but not more than forty-five (45) days, before the anniversary date of the day the employee joined the Union. The deductions referred to above shall be made by the Employer from wages due the employee on each of the first two pay periods of the month, equally.

**3.12**

**DUES, BILLINGS AND REMITTANCES**

**(A) Billings**

The Union shall provide monthly statements of dues to be deducted; these statements shall itemize the employees from whom deductions shall be made and shall be arranged alphabetically by surname. The Employer agrees to make such deductions as are billed, subject to the exceptions stated in the following Section, and further agrees to remit, on or before the tenth day of the following month, the full amount deducted from the employees' earnings. The Union shall provide the name and mailing address to be used for such remittance purposes.

**(B) Insufficient Wages**

In the event that no wages are then due an employee from which a deduction can be taken, or an employee's wages are insufficient to cover the required deduction, the Employer shall forward only that amount which is available to be deducted and shall have no further responsibility with regard thereto.

**3.13 PROBATIONARY PERIOD COMPLETERS AND MONTHLY REVISION OF SENIORITY LIST**

The Employer shall update the Seniority List on a quarterly basis. Copies of the quarterly up-date shall be posted and one copy shall be forwarded to the Union. The names and addresses of employees who complete their probationary period shall be forwarded to the Union once a quarter.

**3.14 INDEMNIFICATION**

The union agrees to hold the Employer harmless and shall indemnify the Employer from any losses or penalties whatsoever incurred from any liability resulting from the deduction of Union dues, initiation fees and assessments from the wages of employees within the Bargaining Unit as provided in this Section.

**ARTICLE IV,**  
**MANAGEMENT RIGHTS**

Nothing in this Agreement shall be construed to restrict, limit or otherwise impair the rights and powers of the Employer to manage the health care facility. These rights and powers include, but are not limited to, the rights to direct the work of the employees; to assign employees to work areas in accordance with the needs of the facility; to determine and implement methods, means, assignments, personnel, work rules, work schedules, including the assignment of hours of work, and safety rules by which the Employer's operations are to be conducted; to hire, assign, transfer, reclassify, promote and retain employees; to increase or to decrease the number of classifications of employees; to relieve employees from duties because of a lack of work, budget limitations, resident occupancy levels or for other legitimate reasons; to establish and to modify job descriptions; to establish limits and standards of employee dress and personal conduct; to discipline and discharge employees; to develop and to maintain efficiency of operations; to continue the established practice of utilizing unpaid volunteers to provide services; to create, change, modify, reorganize, relocate or discontinue any Employer functions, operation or department; the right to control, determine and regulate the utilization of equipment, machinery and property of the Employer; to make, buy or subcontract products and services; to establish retirement policies; to evaluate employee performance and establish performance standards; and to establish probationary periods and to terminate employees with or without cause during a probationary period. However, none of these functions of management shall be exercised so as to abrogate any specific provisions of this Agreement or to discriminate against the Union or any employee.

**ARTICLE V,**  
**STRIKES, LOCKOUTS AND OTHER WORK INTERRUPTIONS**

**5.01 NO WORK INTERRUPTIONS**

The Employer and the Union agree that the services performed by the employees are essential to the health, safety and welfare of the residents and patients of the health care facility. Therefore, for the duration of this Agreement, the Union agrees that neither its officers or agents will directly or indirectly initiate, encourage, authorize, endorse or participate in any strike or other work interruptions at the Employer's facility, nor do anything to provoke, prevent, or interfere with the continuity of work by any employee(s).

**5.02 EMPLOYEE CONDUCT**

No employee shall cause or take part in any strike or work interruption, walk off the job, refuse to perform work assigned within the scope of this Agreement, participate in any "sick-in" or similar activity, or participate in any other action which will in any way interrupt or interfere with the operation of the health care facility. Participation by any employee in any such activities shall be cause for discharge or such other discipline as the Employer may determine is appropriate.

**5.03 IF VIOLATION OCCURS**

In the event of any violation of this Section, the Union agrees to take affirmative action to bring about an immediate and complete return to normal work. Such action shall include, but not be limited to, contact with employees by mail, telephone, radio, television, newspaper, bulletins and posters, personal visits, employee meetings or other activities that will bring about a prompt return to normal work.

**5.04 NEGOTIATIONS DURING A WORK INTERRUPTION**

In the event of any violation of this Section, the Employer shall not be required to meet, discuss or negotiate with the Union concerning the interruption of work during the existence of the violation or before normal work has resumed.

**5.05 NO LOCKOUT**

The Employer agrees that it will not lockout the employees for the duration of this Agreement.

**5.06 PICKET LINE**

It will be understood that should a picket line appear at NewAldaya Lifescapes, for any reason, it will be the responsibility of the bargaining unit employees to report for work, except it shall not be a violation of this Agreement for any employee to refuse to cross a legal primary labor picket line that has been recognized by the United Food & Commercial Workers International Union. The Employer shall be notified in writing when any picket line has been sanctioned by the Union.

**ARTICLE VI,**  
**SENIORITY**

**6.01            DEFINITION**

Seniority shall be defined as meaning the length of a regular employee's continuous service within his/her current employment classification, computed from the date that the employee first started work or the date of the latest return to work if there has been a break in continuity of service. An employee must successfully complete the probationary period before he/she acquires seniority status.

**6.02            PROBATIONARY PERIOD**

A new employee or an employee rehired after a break in continuity of service, or an employee reclassified from casual status to a regular classification, shall be considered to be a probationary employee and may be terminated without notice or cause, and shall have no rights to recourse under the grievance procedure. An employee reclassified from casual status to a regular classification shall have a seniority date reflecting the date of return to regular status. The probationary period shall be sixty (60) calendar days for employees regularly scheduled 60 hours or more per pay period and ninety (90) calendar days for employees regularly scheduled to work less than 60 hours per pay period. If a probationary employee has cumulative absences totaling five (5) working days or more, the Employer will automatically extend the probationary period by the amount of time the employee has been absent during his/her probationary period. Probationary employees shall not be entitled to any of the benefits associated with this Agreement; they shall be paid in accordance with the rates as established in Exhibits "A" and "B."

**6.03            SENIORITY ROSTER**

A seniority roster of all bargaining unit employees is to be maintained by the Employer. Following the successful completion of the probationary period, an employee's name will be added to the seniority roster. The employee's seniority date shall be the date that he/she started to work as defined above. In the event that a tie in seniority dates shall result from two (2) or more employees starting to work in the same employment classification on the same date, the tie shall be resolved by awarding the priority seniority rank to the employee who has the smallest social security number, when considering the last four digits of the employee's social security number. Seniority rosters shall be updated once in each six-month period; such revised rosters shall be posted on a bulletin board. The posted roster shall be permanently recorded in the Employer's files as correct unless an employee files a written objection during the first thirty (30) days after each posting. A copy of each revised roster will be provided to the Union at the time that it is posted.

**6.04**

**LOSS OF SENIORITY STATUS**

An employee's seniority status and employment status shall be terminated for any of the following reasons:

**(A) Quit or Discharge**

When an employee voluntarily quits or is discharged for cause.

**(B) Layoff**

When an employee who is in a layoff status has not been recalled from that layoff prior to the end of a twelve (12) month period starting with the effective date of the layoff, or when an employee who is recalled from a layoff does not properly or timely report to the Employer as instructed in the official recall notice.

**(C) Timely Return to Work from a Leave**

When an employee who is in either a paid or an unpaid leave status fails to report back in person to the Employer on a day following the expiration date of such a leave.

**(D) Activities During a Leave**

When an employee accepts employment with another employer or engages in self-employment activity during a leave, or when an employee applies for unemployment compensation benefits against NewAldaya Lifescapes during a leave, whether or not such benefits are granted.

**(E) Absent Without Official Leave (AWOL)**

When an employee is absent from work without notice to the Employer for a period of two (2) consecutive scheduled workdays, provided that exceptions may be made at the Employer's discretion.

**(F) Reclassification as Casual**

When an employee is reclassified as a casual employee, the employee loses any accrued seniority and future benefits. However, the employee is not subject to termination as a result of such reclassification.

**ARTICLE VII,**  
**PROMOTION, DEMOTION, TRANSFER & ASSIGNMENT**

**7.01**

**JOB VACANCY**

When a new job is created (or within ten (10) days after a job vacancy develops), a job vacancy notice will be posted on the bulletin board for a period of five (5) calendar days. Qualified employees may submit a bid for the job vacancy by signing the posted notice during the official posting period. In the event that an employee is absent from work during the official posting period, he/she may instruct a Union steward, in advance and in writing, to sign the posted notice on behalf of the absent employee, thereby making application for the posted vacancy.

Employees who fail to apply for a posted job vacancy waive their right to be considered for that vacancy. In the event that a posted job vacancy notice is unsigned at the end of the official posting period, or employees who have signed the notice are not qualified, the Employer shall have the right to fill the job vacancy by a method of the Employer's choice. During the time which elapses between the time that that job first becomes open and the time it is filled by the proper applicant or new hire, the Employer may fill the job vacancy by assigning a qualified junior employee, part-time employee, casual employee or temporary employee. New job postings shall indicate if the position has weekend work assignments or if the new position is "weekend free."

**7.02**

**ADVANCE BIDDING**

A qualified employee who wants to be considered for future job vacancies may utilize the Employer's advance bidding procedure to register his/her preference in advance of an actual job vacancy. Advance bids will be considered as part of the regular posting procedure established above. An employee who exercises this advance bidding option must complete the Employer's special form, available at all nurses' stations. However, when a job vacancy develops due to a quit without the required two (2) week advance notice, or when an employee fails to return from an authorized leave of absence, unless that employee gave the required notice of his/her intent not to return, the Employer shall have the option of using only this advance bidding procedure. Part-time, temporary or casual employees may bid on posted positions which become vacant. These employees will only be considered for such vacancies if the Employer has not received any bids from qualified full-time employees at the facility. Part-time employees may bid on posted part-time positions that are vacant, provided the total hours worked by the employee will not equal or exceed 64 hours per pay period. The positions affected will remain separate part-time positions.

**7.03**

**SELECTION OF SUCCESSFUL BIDDER**

The Employer will select a qualified employee from the list of bidders for the posted vacancy; if all other qualifications are considered to be equal, seniority will be the determining factor. If there are no timely bidders or no qualified bidders, the Employer may fill the job vacancy by assigning a junior qualified employee or by hiring. The Employer will post the name of the successful bidder for each posted job vacancy for a period of not less than seven (7) calendar days.

**7.04**

**TRIAL PERIOD**

The selected employee will be assigned to the vacancy within thirty (30) calendar days of the time that the job is awarded. If the assignment is within the employee's then current classification, and is only a change in shift, there will be a trial period of five (5) working days provided that the employee has previously completed the required probationary period for new hires, or will complete the required probationary period for new hires, or will complete that probationary period during the trial period. If the assignment is to a different classification, there will be a trial period of ten (10) working days, also conditioned upon

completion of the required probationary period. If the new assignment is to a new job classification in a different department, then a trial/evaluation period of thirty (30) working days shall be provided, conditioned upon completion of the required probationary period. None of the foregoing trial periods shall serve to decrease the length of the required probationary period. If an employee does not satisfactorily complete the trial period, or requests a reassignment back to his/her previous job, the posted vacancy will then be filled by the next qualified bidder who made a timely bid. If there are no remaining bidders, or no qualified bidders, the vacancy will not rebid. The Employer may then fill the vacancy by the assignment of a junior qualified employee or by hiring. Working days refers to days actually assigned and worked by the employee.

**7.05 EMPLOYER EVALUATION**

The trial period is intended to give the Employer an opportunity to evaluate the employee's suitability for his/her work performance in the new job. If, during the trial period, the Employer determines that the employee is unsuitable for the new job, or is not performing at an acceptable level of skill, the employee will be reassigned to a job comparable to the one he/she held before the bid and transfer.

**7.06 WAITING PERIOD FOR NEXT JOB BID**

An employee who requests a return to his/her previous job or one that is comparable thereto at his/her own request during the trial period may be disqualified from bidding on another job posting for a period of six (6) months from the effective date of the assignment to the trial job.

**7.07 DEMOTIONS AND TRANSFERS**

Employees may be transferred to jobs of like pay levels or transferred to lower-rated jobs for any of the following reasons:

**(A) Impairment of Health**

When the continued performance of the essential functions of an employee's current job assignment may tend to impair the employee's physical or mental health, worsen an existing condition, or jeopardize the safety and welfare of other employees and/or residents, the Employer will seek to verify the employee's condition with a licensed physician acceptable to the Employer prior to imposition of any such transfer. The Employer will pay the cost of the employee's initial evaluation by a physician of the Employer's choice. Any further necessary testing or treatment may be done by a physician of the employee's choice at the employee's cost.

**(B) Unsatisfactory Performance Due to Health**

When the injury, illness or other physical or mental limitation causes an employee to be unable to perform satisfactorily the essential functions of his/her current employment classification, with or without reasonable accommodation, but the employee is able to perform the work of another classification.

**ARTICLE VIII,**  
**LAYOFFS, RECALLS AND WORKSHARING**

**8.01 LAYOFFS**

Layoffs shall be made in accordance with employment classification seniority, except that employees who are serving as official Union stewards shall be exempt from layoff. When a layoff is necessary in an employment classification where employees are working two or more shifts, the employees with the least amount of seniority within the affected classification shall be laid off first. In the event that a reassignment of employees between shifts is caused by a layoff, the senior employee who volunteers to make a shift change may be selected; if there is no volunteer, the junior employee on the shift will be reassigned. As an alternative to a layoff, an employee who has previously worked in another employment classification for the Employer within the preceding three years and who is still certified where a certification is a requirement and is also immediately proficient in that classification may elect to displace the least senior employee in that classification, so long as that employee is also junior to the laid-off employee. The employee must qualify under the trial period requirements as established in Section 7.04.

**8.02 WORKSHARING**

As an alternative to layoff, the Employer may reduce the workweek of employees in order to spread the available hours of work without reducing the number of employees, or the Employer may utilize a combination of layoffs and worksharing as is deemed appropriate. Worksharing will be offered first to employees on a voluntary basis; if there are either no volunteers or an insufficient number of volunteers, the regular layoff procedure established above will be followed.

**8.03 RECALL FROM LAYOFF**

Recalls from layoff shall be made by employment classification seniority on the basis that the last to be laid off shall be the first to be recalled.

**8.04 NOTIFICATION OF RECALL**

Notification of recall shall be made by certified mail letter, email, read receipt acknowledged, or other documented service to the employee being recalled. Such notice is to be sent to the employee's last address as it appears on the Employer's personnel records. The minimum notice period that may be given to an employee shall be five (5) calendar days; the day of dispatch of the notice shall not count as one of the five days. An advance information recall contact may also be made by telephone. If the Employer uses such an informal contact, it is intended to supplement but not to replace the foregoing documented recall procedure.

**8.05 FAILURE TO REPORT OR TO RETURN TO WORK**

Employees to whom recall notices have been sent as provided above who fail to report to work by the designated recall reporting date, or who refuse to return to work on a timely basis, shall be considered as having quit without giving a proper



notice and shall forfeit their seniority and all other employee benefits. An extension in reporting time may be authorized by the Employer when there are special circumstances that merit such an extension.

**8.06**

**NOTICE TO THE UNION**

In the event there is a layoff as provided for in this Section, the Employer agrees to furnish a copy of the list to a Union steward within five (5) calendar days following the date of dispatch of the layoff notices, or within two (2) calendar days of the layoff.

**ARTICLE IX,**  
**CALL-IN PROCEDURES**

**9.01**

**CALL-IN PROCEDURES**

(A) In the event of the need for additional staffing, whether for replacement of absent personnel or a temporary increase in the work schedule, the following procedure will be observed for assignment of employees:

(B) The Employer agrees to post available shift hours by the schedule by Friday of each week for the forthcoming 14 calendar days for all departmental shift vacancies.

(C) The Employer will make a reasonable effort to call in employees in accordance with seniority and by classification from among the employees who have signed the written quarterly call-in list maintained by the Employer. Calls shall initially be made to those employees who will not incur overtime as a result of the call-in. A list shall be maintained by the Employer, updated on a quarterly basis, listing those employees who have indicated they are voluntarily available for call-in work. Employees whose names are on the Quarterly Call-In List and who have unreasonably refused to report for work, as determined by the Employer, on three or more occasions while employed with NewAldaya shall be required to work a mandatory weekend shift (subject to the mandatory hold-over policy), with the shift to be completed within the next sixty (60) calendar days, as agreed upon between the Employer and Employee.

(D) Consistent with current practice, "qualified" means certified and/or licensed as required by the job. If the Employer is unable to locate a volunteer employee for a call-in assignment, employees may be drafted, according to inverse seniority, from among those employees qualified to perform the work.

(E) An employee who is on scheduled PTO shall not be required to accept a call-in; neither shall an employee be considered to have refused a call-in when the employee turns down an assignment to a work area other than his/her normally scheduled work area.

(F) Any employee who refuses an emergency draft call on one (1) occasion while employed with NewAldaya Lifescapes will be subject to a three (3) day suspension without pay except in exceptional circumstances, as shall be decided by NAL on a case-by-case basis.

**9.02**

**HOLD-OVER EMPLOYEES**

(A) The Employer may, in an emergency, require an employee to remain after the completion of the employee's scheduled shift for a period of up to four (4) hours not to exceed twelve (12) paid hours in any twenty-four (24) hour period. Two NAL units per day (Monday 10:30 p.m. to Friday 10:30 p.m.) and three NAL units (Friday 10:30 p.m. to Monday 11:00 p.m.) will be designated as subject to a mandatory hold-over under this section.

(B) Where employee refusals to hold over, employee inability to perform the extra work, and/or facility-wide staffing needs so require, the Employer shall then use a building-wide mandatory hold-over process to fill staffing needs with qualified employees.

(C) For the term of the 2020-2023 contract, the Employer may, in an emergency and not to exceed once per pay period, require an employee to remain after completion of the employee's holdover in 9.02(A) for an additional two (2) hours. The Employer will pay a penalty at the rate of twice the employee's hourly rate for the hours worked under this section. In addition, the employee will be entitled to one "free" refusal per quarter for the additional holdover under this section.

**ARTICLE X,**  
**AUTHORIZED DISCIPLINARY ACTION**

It is understood and agreed by and between the parties that this Article dealing with the subject of discipline is not intended to include, nor should it be construed or interpreted to include, routine, oral, corrective instructions given by a supervisor to an employee in the normal course of such an employment relationship. Any disciplinary action taken by the Employer shall be taken for just cause. Notice of formal disciplinary action on offenses involving tardiness or absenteeism shall be given to the employee within thirty (30) days of the final offense giving rise to the formal disciplinary action. Notice on all other types of offenses shall be given within fifteen (15) business days of the offense giving rise to the formal disciplinary action or within fifteen (15) days of the time the employer reasonably became aware of the offense giving rise to the formal disciplinary action. The failure of the union to have a designated shift steward available to meet on a timely basis with the employee and the supervisor to receive notification of discipline shall serve to extend any time limitation set forth in this paragraph by a like number of days.

**10.01****DISCIPLINARY ACTION -- NOTICE REQUIRED****(A) Written Warning**

For a first offense (see page 16 of Employer Personnel Policy for examples of offenses), a written warning shall be given to the employee, signed by the supervisor and employee, and placed in the employee's personnel folder. The required signature of the employee on the written form is merely an acknowledgement of the receipt of the document and shall not be construed as an admission of guilt, or an admission that the allegations contained in the written form are true. A copy of the written form shall be delivered to the employee, and a copy shall be forwarded to the Union. The written form in the employee's personnel file shall remain in the employee's active file for a period of one hundred eighty (180) days, during which time it can form the basis for additional and further action by the Employer. Following the expiration of a one hundred eighty (180) day period of time from the date on which the written warning was given, the written record thereof shall be transferred to an inactive portion of the employee file, and the information contained therein shall be released, if at all, only with employee authority and/or request.

**(B) Suspension**

When an employee has received a written warning and the offense is repeated, the Employer may suspend the employee for the repeated behavior without pay for three (3) working days. Written notification of suspension shall expire at the end of one (1) year, and upon the expiration of the one (1) year period, the written notice shall be removed from the active portion of the employee's folder, with the information contained therein not to be released unless authorized and/or requested by the employee.

**(C) Discharge**

After an employee has been subjected to a suspension without pay for a rule infraction, an employee may be terminated for a subsequent violation of the rule. Notice of termination shall be sufficient if in writing, stating the reason therefore, a copy thereof being delivered to the employee, the Union and also placed in the employee's personnel folder.

**10.02****DISCIPLINARY ACTION--NO NOTICE REQUIRED**

An employee may be discharged without notice or warning, written or oral, immediately, for any one or more of the following:

- (A)** Failure to report for duty without a bona fide reason;
- (B)** Failure to report for his/her employment for a period of two (2) consecutive days without satisfactory explanation and advance notice to the Employer;
- (C)** Falsification of any records or information, whether during the pre-employment process or during the employee's term of service;

- (D) Any abuse of a resident (verbally or physically) or neglect of a resident;
- (E) Neglect of duty or performance or excessively poor or inferior work;
- (F) Sleeping during work hours;
- (G) Insubordination--example: refusing to perform assigned work or follow reasonable orders from a supervisor, or interfering with supervision;
- (H) Creating or contributing to unsafe working conditions;
- (I) Restricting work, or encouraging other employees to restrict work, or to stay off or leave work;
- (J) Theft or dishonesty, including removal from the premises without proper authorization of any property of the employer, a resident, a visitor or an employee;
- (K) Reckless, careless or unauthorized use of Employer equipment and material;
- (L) Intentional misuse or damage of the property of Employer, or of any resident, visitor or employee;
- (M) Possession, distribution, or consumption/use of intoxicants/controlled substances or abuse of prescription drugs, such that the employee is under the influence during on-duty hours or while on the Employer's property;
- (N) Possession or use of weapons on Employer property;
- (O) Instigating a fight or fighting during working hours on Employer property;
- (P) Any falsification of any time card;
- (Q) Failure to timely report for a required drug test under federal DOT regulations;
- (R) Any violation of the employer's work place violence policy, including any verbal or physically threatening, coercive, or intimidating conduct toward another person at any time on or off the Employer's property.
- (S) Smoking on NewAldaya property or adjacent property during working hours;
- (T) Failure to comply with all applicable state or federal regulations.
- (U) Off duty conduct threatening to the reputation of the employer.

- (V) Unauthorized possession of and/or use of a personal communication device (e.g., cell phone, smart phone, etc.) during scheduled working time.
- (W) Violation of any federal or state patient health information privacy requirements, including HIPAA.

**10.03**

**PRESENCE OF REPRESENTATIVE**

The Employer agrees that an employee may be represented during any conference in which disciplinary action is to be taken by a Union representative or the employee may represent him/herself, provided the employee signs a written waiver voluntarily relinquishing Union representation. In addition, the Union may be represented at such conference, as well, in the event that the employee shall so request, and in advance of the conference, shall be allowed to confer with the employee. The scheduled conference desired by the Employer for the purposes of discipline shall not be delayed unreasonably by virtue of the employee's request for a representative's presence, including the Union representative. The Union representative is present to represent the employee being disciplined by assisting or providing counsel to the employee. The Union representative does have the right to ask questions concerning the circumstances of the discipline; however, should questions arise concerning the propriety of the discipline, the Grievance Procedure should be employed.

**10.04**

**APPEAL**

Any employee who feels they have been unjustly discharged or disciplined shall have the right to pursue an appeal thereof as provided for in Article XIII--Grievance Procedure, of this Agreement.

**ARTICLE XI,**  
**WORK RULES**

**11.01**

**GENERAL**

The Union recognizes the necessity for the Employer to adopt and, from time to time, modify work rules and agrees to cooperate with the Employer in order that the intent of this Agreement, as stated in Section 1, is carried out. Reasonable rules and regulations whose enforcement may result in disciplinary action against an employee will be put in writing by the Employer, except that "common sense" rules and regulations need not be published. A copy of the Employer's rules and regulations, including changes thereto, shall be furnished to the Union for information purposes.

**11.02**

**SPECIFIC RULES**

The following rules are some of those recognized by the Union as being reasonable and necessary for the proper functioning of the Employer's operations.

**(A) Smoking**

There shall be no smoking at any time on property owned by NewAldaya Lifescapes or on adjacent property.

**(B) Call-In**

An employee shall give to the Employer as much as possible advance notice of an inability to report for work as scheduled, in no event less than two (2) hours prior to commencement of an employee's scheduled work assignment, except in bona fide cases of illness or emergency. In such cases, the employee is responsible for providing the Employer with appropriate documentation, where possible, substantiating the illness or emergency, including, but not limited to, a physician's excuse. The employee shall communicate the inability to report to work to the Employer or the Employer's designated representative by telephone. In the event the Employer's designated representative shall live outside the local toll-free telephone service area of NewAldaya Lifescapes, the employee shall be entitled to make the phone call collect and/or be reimbursed therefore.

**(C) Use of Telephones**

Except in the case of a bona fide emergency, employees are not permitted to make or receive telephone calls using personal or facility phones, during regular working time. An employee may, however, during his/her lunch or rest periods, make outgoing phone calls, including:

- a. Using the employee lounge phone, with such calls limited to three (3) minutes in length, or
- b. With the employee's personal cell phone from an appropriate employee break area."

Except in emergencies, employees shall not be summoned from their work to answer incoming phone calls. Rather, messages will be taken as directed, and the messages delivered to the employees for a return call by the employee at their next available rest period or break. Emergency calls shall either be immediately routed to the employee, or reduced to a written message, with the message being immediately taken to the employee so that the call may be answered as soon as possible.

**(D) Punctuality and Attendance**

Punctual and regular attendance on the job is required.

**(E) Discharge**

**(1) Examples**

Use or possession of alcoholic beverages or any illegal use or possession of drugs or controlled substances while on the Employer's premises or at a time which causes the employee to report to work under the influence of such substances; dishonesty, theft of property of the Employer, its employees or its residents; or injuries to, or mistreatment of, the Employer's residents or other employees including, but not limited to, any act which would constitute dependent adult abuse as defined in the

NewAldaya Lifescapes Dependent Adult Abuse Mandatory Reporting form as executed by each employee upon commencement of employment.

**(2) Appeal**

The grievance and arbitration procedures set forth in this Agreement shall apply to discharge cases of this type.

**ARTICLE XII,**  
**ABSENCE/TARDY CONTROL**

**12.01 PURPOSE AND INTENT**

Because of the nature of the Employer's business, and the interdependence and reliance by all employees upon each other, absence/tardiness of employees has an extremely disruptive effect on the efficiency and quality of the Employer's operation. To the end that good employees are not penalized by intrusion into their own private-life schedules made necessary by the absence of others, and that the habitual offending employees can be eliminated from the workforce of the Employer, the following is established to allow each employee to control their continuing employment relationship with the Employer.

**12.02 DEFINITIONS**

The following are accepted as the definitions for purposes of the administration of this Article:

**(A) Tardy**

A tardy is defined as the unexcused failure of an employee to report at the commencement of the shift and/or failure to remain to the conclusion of their regularly or specially assigned work shift or to return on time from an unpaid lunch, with an allowable tolerance of +/- 3.00 minutes. A tardy, for purposes of this Article, shall be counted as one-fourth (1/4) point for 4 to 15 minutes tardy, and one-half (1/2) point for a tardy over 15 minutes.

**(B) Unscheduled Absence**

An unscheduled absence is any absence that is not requested and approved by Human Resources at least three business days prior to the absence.

**(C) Occurrence**

An occurrence is any uninterrupted and unscheduled absence of one to two days in length. If the unscheduled absence goes beyond two consecutive days and it is an FMLA-qualifying event, the employee must see Human Resources for appropriate FMLA paperwork. If the employee is not eligible for FMLA but is otherwise experiencing an FMLA-qualifying event, the employee must see Human Resources to discuss scheduling/leave of absence options (i.e., shift trades, leave of absence, etc.). If the absence is not an FMLA-qualifying event, each additional one to three consecutive days of absence shall be treated as an occurrence.

**12.03 OCCURRENCES OF ABSENCE OR TARDINESS WITHIN A ROLLING ONE HUNDRED EIGHTY (180) DAY PERIOD OF TIME**

For the purposes of calculating the penalties for absence or tardiness, or the combination thereof, as hereinafter provided, all occurrences of absence or tardiness, not excepted as hereinafter provided, which shall occur within a rolling one hundred eighty (180) day period of time, shall subject the offender to the penalties provided in Section 12.04--Penalties for Absence/Tardiness, of this Article.

**12.04 PENALTIES FOR ABSENCE/TARDINESS**

Employees who have had a combined absence and/or tardy occurrence(s) for a cumulative total of more than three (3) points within a one hundred eighty (180) day rolling period of time, shall be subject to the following disciplinary procedures:

**(A) First Offense**

Written warning. The warning remains in effect for 180 days from the date the employer formally notifies the employee and the employee has the opportunity to sign off on the warning. The next full occurrence moves the employee to the next step of the disciplinary procedure under Section 12.04.

**(B) Second Offense**

Three (3) day suspension, which shall be recorded and become part of the employee's record. The warning remains in effect for 180 days from the date the employer formally notifies the employee and the employee has the opportunity to sign off on the warning. The next full occurrence moves the employee to the next step of the disciplinary procedure under Section 12.04.

**(C) Third Offense**

Discharge.

**12.05 EXCEPTED/EXCUSED ABSENCE/TARDINESS**

- (A)** Contractual holidays;
- (B)** When an employee is laid off or sent home by the Employer for operational reasons;
- (C)** Job-related injury or disability leave;
- (D)** Jury duty;
- (E)** Military duty;
- (F)** Paid funeral leave;



(G) FMLA or approved leaves of absence;

(H) After any unscheduled occurrence that is not an approved leave as identified in §12.05, the employee must contact the employer within 7 days to arrange a make-up time **and the employer will notify the employee. If the employee does not schedule the make-up then the Employer will schedule the employee in their department to work their regular shift, but not necessarily on their regular unit, on the employee's next weekend day off.** Any make-up time shall be scheduled by the Employer and it must be made up on the date scheduled unless the employee is on a §12.05-approved leave on the date of the scheduled make-up time. Should the employee not have an approved absence under §12.05 when missing the scheduled make-up time, the employee will be given an occurrence and may be subject to discipline for absenteeism. If an employee reports for work and then leaves for the remainder of his/her shift before completing at least two hours of work, the employee will be required to make up the remaining shift hours according to the terms of this section.

**Premium package positions will be excluded from this provision.**

(I) When an employee is sent home by the Employer due to an injury or illness, the first event during each contract year shall be excused.

## 12.06

### WEEKEND ABSENTEEISM

#### (A) Definition of the Weekend

For the purposes of this Section, the definition of a weekend will be considered as the hours from 10:30 p.m. Friday through 7:00 a.m. Monday.

#### (B) Shift Trade and Make-up

Employees will not be charged with an unscheduled absence when they secure a shift trade with another employee under the provisions of Section 15.12--Shift Trade. The Employer is not limited from requiring the employee to make up a weekend absence on a weekday. Emergency shift trades shall be allowed, provided:

- a. The requesting employee notifies the Employer prior to the start of the shift and completes the proper trade form;
- b. No overtime is incurred, unless the Employer approves;
- c. The employee accepting the trade is not already scheduled to work the same shift.

**ARTICLE XIII,**  
**GRIEVANCE PROCEDURE**

The following shall govern and control the rights of the parties with respect to the processing and disposition of grievances:

**13.01        PURPOSE**

It is hereby acknowledged by both parties that the purpose of the Grievance Procedure is to attempt to secure, at the lowest possible level, without unnecessary interference or interruption of work activities of the parties or the employees, equitable solutions to the problems affecting the parties or members of the Bargaining Unit which may from time to time arise under this Agreement. Both parties hereto hereby agree these proceedings shall be kept as informal and confidential as may be appropriate at all levels of the procedure.

**13.02        DEFINITIONS**

For purposes of this Article, the following terms shall have the following meanings:

(A)    **“Grievance”** -- a grievance is a claim presented by an employee(s) alleging there has been a violation, misinterpretation or misapplication of a term or specific provision(s) of this Agreement.

(B)    **“Grievant”** -- is an employee who allegedly possesses a grievance and timely presents same in accordance with the procedures hereinafter set forth. Failure to timely present or pursue a grievance at any level within the time limits prescribed in this Article shall constitute a complete bar to further prosecution of the grievance.

(C)    **“Group Grievance”** -- is a grievance involving more than one person and may be filed as a group grievance, but need name only one of the affected grievants. The final resolve of a group grievance, however, shall be applicable to all affected parties.

**13.03        PROCEDURE**

The procedure for processing a grievance shall be as follows:

**(A)    Level One -- Oral**

Within seven (7) calendar days of the occurrence or within seven (7) calendar days of the time the employee reasonably should have discovered the occurrence giving rise to the grievance, the employee shall initiate a grievance by verbally identifying the grievance for the employee’s supervisor and a representative of Human Resources. This presentation by the employee shall be made during regular working hours so long as it does not unnecessarily interfere with or interrupt the employee’s work activity. In any event, the presentation shall be made within forty-eight (48) hours of the time notice is given by the employee to Human Resources of the fact of the employee’s grievance and the employee’s

intention to present it orally Human Resources. In the event the presentation cannot be entirely scheduled during regular working hours, the presentation, or a portion thereof, shall be held after the normal workday, and the employee shall be compensated at regular hourly rates for any time necessary to process the grievance for the conclusion of the normal work day. Should the employee so desire, a representative of the Union may be present during the time the grievance is being verbally presented to Human Resources, provided the presentation is not unreasonably delayed to allow for the representative's presence. In the event informal discussion at the time the grievance is first orally presented shall fail to resolve the grievance, to the satisfaction of the employee, then the grievance shall be eligible for consideration at the next Level.

**(B) Level Two -- Written**

In the event the Grievant wishes to pursue the grievance further, at the completion of Level One, the employee, in consultation with the steward, if desired, shall reduce the grievance to written form and present the written grievance to the Assistant Director of Human Resources within fourteen (14) calendar days after the date on which the grievance occurred, or was discovered or reasonably should have been discovered by the employee. The Assistant Director of Human Resources shall answer the grievance so presented in written form by forwarding a copy of their decision to both the employee and the Union within five (5) calendar days following receipt of the written grievance from the employee. Failure of the Assistant Director of Human Resources to respond in writing, as above provided, shall render the grievance eligible for consideration at the next Level.

**(C) Level Three -- Appeal**

Should the Grievant wish to pursue the grievance further, after completion of Level Two, the employee(s) and/or representative(s) of the Union shall, within thirty (30) calendar days following the date on which the grievance occurred, or was discovered or reasonably should have been discovered by the Grievant, submit the grievance to the Director of Human Resources or her designee. The grievance shall be deemed sufficient if submitted in written form, dated and signed by the employee and representative of the Union. A copy of the written grievance form, previously submitted to the Assistant Director of Human Resources, shall be attached to the grievance submitted to the Director of Human Resources or her designee. Following consideration, the Director of Human Resources or her designee shall, within five (5) calendar days after receipt of the grievance, respond in writing with their decision to the Grievant, a copy of which written response shall be forwarded to the Union as well. Failure of the Director of Human Resources or her designee to respond as provided herein shall render the grievance eligible for advancement to the next Level.

**(D) Level Four -- Arbitration**

In the event the grievance remains unresolved after completion of Level Three, a representative of the Union, in consultation with the employee, shall forward to Human Resources written notice of their intention to proceed to arbitration. Such

notice shall be forwarded to Human Resources within ten (10) calendar days following the date of the decision by Human Resources, or the date on which Human Resources fails to timely respond with respect to the grievance. Upon receipt of the notice, Human Resources and the union representative shall jointly advise the Federal Mediation and Conciliation Service (FMCS) in Washington, D.C. to submit a list of seven (7) arbitrators. Within seven (7) business days after receipt of the list of seven (7) nominees from FMCS, the union shall strike the first name, and thereafter the parties shall proceed to alternatively strike one name at a time from the list until only one (1) name remains. If either party is dissatisfied with the initial list provided by FMCS, the dissatisfied party may request a second list. However, the maximum number of lists which may be requested from FMCS by the parties to address any particular grievance moving to arbitration is a total of three (3).

#### **13.04**

#### **MISCELLANEOUS PROVISIONS**

##### **(A) Hearing and Decision**

The arbitrator so selected shall be notified of his selection, in writing, by Human Resources and the Union representative. The arbitrator may confer with a representative of the Employer and the employees, or may hold formal or informal hearings, examine witnesses and documents, take testimony and receive evidence, require attendance of witnesses and production of records to assist in making a decision. Such hearing shall be held promptly and the arbitrator shall issue his decision as soon as possible after the close of the hearings, or if oral hearings have been waived, then from the date upon which the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings and facts, along with his/her reasoning and the conclusions on the issue(s) submitted. The decision of the arbitrator shall be submitted to both parties in such written form and shall be binding upon both parties.

##### **(B) Limitation on Arbitrator's Jurisdiction**

The arbitrator, in his opinion, shall not amend, modify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him/her in writing by the Employer and the employee (Union) and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement based upon the evidence presented at the arbitration hearing.

##### **(C) Costs**

The costs incurred for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expense and all other costs, shall be borne and divided equally between the Employer and the Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses. Such expenses shall include the costs of replacing a witness-employee, if replacement is reasonably necessary, who shall appear

before the arbitrator, which expense shall be borne by the party who shall call the witness.

**(D) Written Form**

The form of grievance at Level Two shall be submitted in written form. The writing shall include a brief factual description of the violation and a reference to the provision of this Agreement which has been allegedly violated, misinterpreted or misapplied. Forms for this purpose shall be provided, but failure to use the provided form shall not invalidate the grievance if timely filed, in writing, containing the information required above.

**(E) Group Grievance**

If the grievance affects more than one (1) employee of the Employer, or more than one (1) division, such grievance may be commenced at Level Two of the foregoing procedures. In such event, and in order to be considered timely filed, the grievance must be filed by the aggrieved person(s) within ten (10) calendar days of the date on which the grievance occurred, or was discovered by the employee(s). Thereafter, a group grievance shall follow the procedure set forth above.

**(F) Employee Representation**

An aggrieved person(s) shall have the right to be represented at all levels of the Grievance Procedure by a representative of the Union or the employee may represent him/herself, provided the employee signs a written waiver voluntarily relinquishing Union representation. In addition, the Union shall be notified and be entitled to participate at any and all stages of the Grievance Procedure.

**(G) Privacy at Meetings and Hearings**

All meetings conducted under the foregoing Grievance Procedure shall be held in private and shall include only authorized representatives of the Employer and the Union, the aggrieved person(s) and witnesses and their representatives. In addition, hearings before the arbitrator shall be conducted in private as well.

**(H) Exclusive Remedy**

Should an aggrieved person present the issue involved in a grievance to a forum, other than designated in this Article, the procedure set forth herein shall constitute the sole and exclusive remedy of the parties hereto and the employees included herein.

**(I) Employee Rights**

Any employee presenting a grievance shall be free to do so without fear of interference, coercion, restraint, discrimination or reprisal.

**(J) Time Limit**

All time limits set forth in this Article may be extended only by mutual and written agreement between a Human Resources representative of the Employer and the Chief Union Steward or Union Business Agent.

**ARTICLE XIV,**  
**LABOR-MANAGEMENT COMMITTEE**

**14.01 PURPOSE AND MEETINGS OF COMMITTEE**

The parties hereby agree to form a Labor-Management Committee to discuss the concerns of either party. The Committee shall meet periodically as necessary at the request of either party. All meetings of the Committee shall be confidential. However, the parties may, by mutual agreement when an understanding is reached during the Labor-Management Committee meetings, post the results thereof as a means of communicating this information to all employees and supervisors.

**14.02 MEMBERSHIP OF THE COMMITTEE**

The Committee shall be composed of the following:

**(A) For Management**

1. Assistant Director of Human Resources or her/his designee;
2. Director of Human Resources or her/his designee;
3. A supervisor, as designated by the Employer.

**(B) For Union**

1. President or Business Representative - Co-Chairman of Committee;
2. Two (2) persons designated by the Union.

Either party may exclude one (1) or more of its representatives and both parties may invite additional persons to attend if relevant to the topic under discussion. Both parties agree to submit an agenda, and a list of those who will attend at least five (5) days in advance of the scheduled meeting date of the Committee. Further, after discussion of any issue at a Labor-Management Committee meeting, the parties may, but need not, amend their bargaining agreement.

**14.03 COMPENSATION TO UNION COMMITTEE MEMBERS**

Union members of the Committee shall be compensated by the Employer and the Union in the same manner as the members of the official bargaining committee, as provided for herein.

**ARTICLE XV,**  
**HOURS OF WORK AND WORK SCHEDULING**

**15.01 SEVEN-DAY OPERATIONS**

Residents must be cared for seven (7) days per week throughout the year. Employees are to respect this fact and report for duty as scheduled. In an emergency, employees may be asked to take a different shift temporarily.

**15.02 NORMAL WORK PERIOD**

The normal work period shall consist of ten (10) normal work days scheduled within a period of fourteen (14) consecutive calendar days and commencing with the first shift that begins on the first Monday of each normal work period.

**15.03 NORMAL WORK DAY**

The normal workday shall consist of eight (8) paid hours of work in a twenty-four (24) hour period, commencing with the start of the employee's scheduled work assignment, except that in certain job assignments, a normal workday may be fewer than eight (8) paid hours in accordance with the needs of the Employer. The normal work shifts on a normal workday start at 6:30 AM and end twenty-four (24) hours later at 6:30 AM at NewAldaya Lifescapes.

**15.04 NORMAL WORK SHIFTS**

The normal work shifts for CNAs, CMAs, and Assisted Living DSAs shall be effective April 30, 2012:

- 1st Shift - 6:30 a.m. to 3:00 p.m.
- 2nd Shift - 2:30 p.m. to 11:00 p.m.
- 3rd Shift - 10:30 p.m. to 7:00 a.m.

Normal first-shift work hours for employees in all other departments, including Dietary, Environmental Services, Housekeeping, and Maintenance shall be designated by their department and posted by Human Resources.

**15.05 TIME INTERVAL BETWEEN SHIFTS**

No employee shall be required to work a schedule without a minimum of twelve (12) hours time off between assigned hours, except in an emergency situation. The Employer may also refuse to accept a volunteer employee when there would be fewer than twelve (12) hours between the hours to be worked.

**15.06 CONSECUTIVE WORK DAYS**

Employee work schedules shall be limited by the following:

**(A) Limit of Six (6) Consecutive Work Days**

No employee will be scheduled to work more than six (6) consecutive calendar days without overtime pay being paid for all work in excess of six (6) consecutive scheduled days, except that an employee may volunteer to work in excess of six (6) days under the "eight and eighty" health care scheduling provision.

**(B) Scheduling to Avoid Payment of Overtime Prohibited**

No employee will be rescheduled to avoid overtime payment once the schedule is posted, except when shift trades or absenteeism penalties are the basis for the scheduled change.

**15.07**

**OVERTIME**

**(A) Eligibility and Premium Rate**

An employee shall be compensated for authorized overtime work at the rate of one and one-half times the employee's regular straight time hourly rate of pay for all previously authorized hours worked in excess of eight (8) hours in any one work day, or in excess of eighty (80) hours in a pay period. Vacation, holiday and other paid time off hours shall not count as time worked for overtime purposes.

**(B) Advance Authorization to Work Overtime Required**

Any employee working unscheduled overtime shall, if reasonable, seek advance approval from his/her supervisor. If unscheduled overtime is worked, the employee shall complete an overtime slip which must be signed and approved by an authorizing supervisor and the employee to verify the overtime worked.

**(C) No Pyramiding of Overtime**

The payment of overtime for any time worked excludes that time from eligibility for overtime compensation on any other basis.

**15.08**

**BREAKS**

There shall be no breaks (rest periods or lunch periods) for employees who shall work four (4) hours or less. For employees who work more than four (4) hours, but less than six (6) hours, the employee shall be entitled to one (1) fifteen (15) minute rest period during their shift. An employee who shall work six (6) hours shall be entitled to a lunch period which shall consist of one (1) thirty (30) minute rest period during their shift. For employees working more than six (6) hours, they shall *be* entitled to both the rest period and the lunch period as provided above. Employees required to stay or hold over at the end of their assigned shift shall be entitled to a 10-minute shift break. Upon supervisory approval, this break time may be taken either at the beginning of the next shift or at a later time as designated by a shift supervisor.

**15.09**

**BREAK SCHEDULING AND CONDITIONS**

Both the rest period and lunch period shall be scheduled by the Employer as resident service requirements permit. The Employer retains the right to schedule rest periods and lunch periods so as not to leave any working station understaffed, and so as to meet the needs of the residents. Coffee shall be furnished by the Employer during rest periods without charge. Rest periods shall not be interrupted, except in cases of emergencies. Supervisors shall not generally utilize the employee lounge during rest or lunch periods for the purpose of conducting employment-related conversations and instructions with the employees. All rest



periods and lunch breaks shall be paid, except that shift workers (i.e., floor unit CNAs and Assisted Living DSAs) shall not receive a paid lunch in years 2 and 3 of this Agreement.

## 15.10

### **WORK SCHEDULES**

Work schedules shall be posted at least fourteen (14) days prior to the beginning of the work period. The Employer will continue to schedule employees for a specific work area, but the posted areas shall not preclude the Employer from reassigning a junior employee during his/her time at work.

#### **(A) Schedule Changes**

If the Employer makes a change in the work schedule of an employee, a one (1) week notice of change in the work schedule of the individual employee shall be given by the Employer to the individual employee, except in emergency situations.

#### **(B) Employee Requests for Additional Hours**

An employee may volunteer for additional hours of work. Requests for additional hours should be made, in writing, as follows:

1. At the Beginning of a Quarter  
The employee should sign up for additional hours on the sheet posted by the time clock for that purpose;
2. During a Quarter  
The employee should deliver written request for additional hours to their department head.

Unless an employee's request results in overtime, additional hours will be granted by seniority within their classification (orientation) whenever possible. Once an employee's request for additional hours is scheduled, the employee must work the assigned hours. The employee's failure to appear will require the employee to make up the additional hours consistent with the terms of §12.05(H).

## 15.11

### **WEEKEND SCHEDULING**

All parties agree that a priority in work schedules will be to provide all employees with an equitable rotation of weekends and holidays off duty with the goal that each employee be allowed alternate weeks off duty. In order to comply with an equitable rotation of weekends off duty, such rotation may result in reduction of hours for some employees. In the event hours are reduced for any employee to achieve an equitable rotation of weekends off duty, the principle of inverse seniority shall apply. Special requests for time off by employees shall be secondary to the scheduling of weekend days off unless arranged under a shift trade. However, no employee who desires other days off in lieu of a weekend

shall be required by this Section alone to take a weekend off duty if the Employer agrees to such an arrangement.

**15.12**

**SHIFT TRADE**

Employees will be permitted to trade shifts for a given day(s) with another qualified employee only with Human Resources' approval, and then only if the trade does not result in any overtime compensation for an employee. The employee who initiates the trade must submit a written request, signed by both of the parties to the trade, and approved by Human Resources. The request must be submitted by 9:00 a.m. not less than two (2) business days prior to the effective date of the trade unless the Employer waives this time requirement. The employee who agrees to replace an employee in such a trade will be responsible for appearing for work or will be charged with the absence.

**15.13**

**SPECIAL WORK DAY**

In order to implement "flextime" or other scheduling innovations, an employee may request other working hours, subject to the Employer's approval and ability to schedule such hours, or the Employer may adopt such innovations if agreed to by the affected employees, including trial operation, when such a modification would appear to improve the operation of the health care facility.

**15.14**

**MINIMUM WORK TIME**

An employee who reports to work at his/her scheduled starting time shall be offered the opportunity to work a minimum of three (3) hours, unless the Employer previously gave notice to that employee of a change in the posted work schedule. If the Employer has no work available, the employee shall be entitled to three (3) hours pay. If the employee chooses not to perform the work offered, no pay in lieu of work shall be due that employee. With the exception of in-services, employees called in to work on an unscheduled basis will be guaranteed three (3) hours of work or three (3) hours of pay in lieu thereof. This paragraph shall not apply to any employee who is not required to report to work due to low census in their assigned building, provided the employee has (a) previously signed the quarterly Low-Census Volunteer List and (b) he/she has been called by the Employer in order of list seniority at least one (1) hour prior to reporting.

**15.15**

**IN-SERVICE AND STAFF MEETINGS**

Employees will be paid for attendance at employer-required, periodic in-service and staff meetings. It is further understood that courses or classes that are required, or may be required, for certification and/or re-certification or licensure and/or re-licensure are not covered under the pay provisions of this section.

**15.16**

**WORKFORCE RATIO**

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.

**15.17 UNIT WORK**

No person(s) outside the Bargaining Unit shall be permitted to regularly perform work regularly done by Bargaining Unit employees, except in cases of emergency, to instruct employees, to make necessary adjustments to machines or processes or under other abnormal circumstances.

**15.18 WEATHER EMERGENCY**

(A) The HR Director may declare either a Weather Emergency or a weather disaster when bad weather conditions warrant.

(B) Weather Emergencies will be declared within three (3) business days after the bad weather event. A Weather Emergency declaration shall excuse late arrivals for shift employees designated by the HR Director.

(C) Weather Disasters will be declared within five (5) business days after the bad weather event. A Weather Disaster shall excuse late arrivals, late call-ins, and absences for those shift employees designated by the HR Director or her/his designee.

**ARTICLE XVI,**  
**WAGES AND WAGE ADMINISTRATION**

**16.01 CLASSIFICATIONS AND RATES OF PAY**

Employment classifications, pay grades and the rates of pay applicable during the term of this Agreement are contained in Exhibits "A" and "B" attached to the end of this Agreement.

**16.02 NEW JOB CLASSIFICATIONS**

If any new job classification is created, the rate of pay shall be negotiated at that time.

**16.03 EDUCATION AND PRIOR WORK EXPERIENCE**

An applicant for employment who has education credits or prior work experience, or a combination thereof, that are relevant to the job vacancy for which he/she is making application for may be offered a starting rate of pay that is appropriate for such education and experience and, if that applicant is subsequently employed, he/she may be placed on the wage schedule in accordance with the Employer's offer. The Employer may credit education or prior work experience up to, and including, the nine-year level.

**16.04 SHIFT PREMIUM PAY**

**(A) Second Shift Premium**

An employee working on the second shift (defined as 2:30 p.m. to 11:00 p.m. for CNAs, CMAs, and Assisted Living DSAs, or defined as work hours outside of their normal first-shift work hours, as set by the department for Dietary,

Environmental Services, Housekeeping, and Maintenance and as posted by Human Resources) shall receive a premium of One Dollar (\$1.00) per hour for all second-shift hours worked.

**(B) Third Shift Premium**

An employee working on the night shift (defined as 10:30 p.m. to 7:00 a.m. for CNAs, CMAs, and Assisted Living DSAs, or defined as work hours outside of their normal first-shift work hours, as set by the department for Dietary, Environmental Services, Housekeeping, and Maintenance and as posted by Human Resources) shall receive a premium of Two Dollars (\$2.00) per hour for all third-shift hours worked.

**(C) Weekend Premium Pay**

For all hours worked from 10:30 p.m. on Friday through 11:00 p.m. on Sunday, the employee shall receive a premium of Sixty Cents (\$.60) per hour.

**(D) Mentor Program and Weekend Wage Package**

The Employer may also implement and maintain, in its sole discretion, a voluntary mentoring program for new CNAs. The employer shall provide the terms of such a program to the Union.

In addition, the Employer may implement and maintain, in its sole discretion, a CNA Weekend Wage Package designed to facilitate adequate CNA staffing at the facility on weekends. The current structure of the CNA Weekend Wage Package is attached hereto as Exhibit D1. The Employer agrees to notify Local 431 of any changes to the CNA Weekend Wage Package which might occur during the term of the contract. Shift differential pay is not paid to part-time Dining Service Aides.

**16.05 SPECIAL ACTIVITY INCENTIVE PAY**

**(A) Compensable Hours to be Paid**

Special activity incentive pay (SAIP) for shift work on Memory Care House or Assisted Living of Twenty Cents (20¢) shall be paid to all CNAs and Assisted Living DSAs who are working in the above areas and who have completed all necessary training.

**16.06 PAYROLL PERIODS**

Payroll periods will be two (2) weeks in duration with paychecks to be issued on the Friday following the conclusion of the pay period, except when said paychecks are delayed by circumstances beyond the Employer's control. All employees hired after the effective date of this contract shall be paid by automatic electronic bank deposit. Each such employee shall execute an appropriate written authorization permitting automatic direct deposit. For employees receiving automatic direct deposit, the employee also agrees to hold the employer harmless and not to file any grievance if the employee's payroll deposit is not available on

the normal payroll Friday, if occasioned by a bank delay. In the event a holiday interferes with the preparation of the payroll, the payday will be changed to the first date following Friday when the paychecks are available. If available, paychecks will be distributed at 7:00 a.m. for employees working the 10:30 to 7:00 shift the evening preceding payday, if authorized by the Employer's certified public accounting firm.

**16.07 PAYROLL INFORMATION**

Each employee shall receive with each paycheck a statement showing the number of hours of straight time and overtime hours worked, the rate(s) of pay, and the amounts and types of deductions. Should the Employer be unable to furnish such information on each pay statement, then the information will be made available to the employee during normal business office working hours.

**16.08 PAY CALCULATIONS**

All time worked will be recorded to the nearest one tenth (1/10th) of an hour; that is, time periods of six (6) minutes each. Employees who report late to work will be subject to pay adjustment of one-tenth (1/10th) of an hour for each six (6) minute period, or any portion thereof, for the tardiness. Early reporting-out will be adjusted on the same basis.

**16.09 WAGE ADJUSTMENT EFFECTIVE DATE**

When a wage change is due during the first week of a pay period, the wage change shall be made effective from the first day of the pay period; when a wage change becomes due during the second week of a pay period, the wage change will be made effective with the beginning of the following pay period.

**16.10 LEAVE WITHOUT PAY -- WAGE ADJUSTMENT DEFERRAL**

If an employee is absent from work in a Leave Without Pay status, as established in Article XXIII, that exceeds the period(s) provided in Section 23.01, that employee's eligibility date for any wage adjustment under this Agreement shall be extended by the total number of calendar days of leave period. Disability leaves shall not be affected by this Section; the provisions of Article XXI-- Disability Leave shall continue to apply.

**16.11 PAYROLL ERRORS**

**(A) Time Cards as Payroll Document**

Electronic time records shall be used to record, and shall be the official record of, all time worked by the employees. Payroll shall be calculated and based upon the information provided by the employee on the timeclock punches. Each employee shall be responsible for punching in at the commencement of their workday and punching out at the end of their work day. Designated shift workers shall also punch out and back in when taking their unpaid 30-minute lunch. Time record corrections and overtime slips shall be initialed by the affected employee and her/his supervisor. Such correction slips are due in payroll by 12:00 p.m. Noon

on the Tuesday preceding payroll processing. Any employee corrections made and delivered to payroll after that time will be corrected on the next payroll.

**(B) Employee Errors**

Any error or omission in time reporting shall be noted, approved and verified by the employee's immediate supervisor within twenty-four (24) hours of the discovery of the error or omission. (On the weekends, errors or omissions shall be documented by an appropriate supervisory employee, and then reported to and approved by the employee's immediate supervisor or the administration office prior to 8:30 a.m. on the following Monday morning.) All omissions shall be and remain the responsibility of the employee, and the Employer shall not be required to compensate the employee for any hours not properly noted, approved and verified with a start and finish time on the employee's time card within thirty (30) days following the date on which the error or omission occurred. For omissions and errors discovered within twenty-four (24) hours, and before the passage of thirty (30) days, which are noted, approved and verified by an employee's immediate supervisor and presented to the Employer for payment, the compensation then due the employee shall be processed as a part of the next succeeded regular payroll.

**(C) Employer Errors**

Payroll errors for which the Employer is responsible will be corrected within five (5) calendar days if the error amounts to Fifteen Dollars (\$15.00) or more; payroll errors of less than Fifteen Dollars (\$15.00) will be corrected on the employee's following paycheck.

**16.12**

**ALTERNATE PAY METHODS**

As a convenience to the Employer and to employees based upon a mutual agreement with each employee who makes such a request in proper written form, the Employer may offer alternate methods of payment, including regular mail, direct fund transfer to a financial institution, or delivery of a paycheck to a third party. An employee who requests any of the available alternatives must prepare a signed authorization prior to the release of any pay. Authorizations to release a paycheck to a third party must also provide for some identification technique. The Employer shall not be liable for any loss or any action(s) that result either directly or indirectly from the release or refusal to release any pay under this provision.

**ARTICLE XVII.**  
**HOLIDAYS**

**17.01**

**ELIGIBILITY**

**(A) Recognized Holidays**

Regular employees who have completed their probationary period shall be eligible for holiday time off with pay for the following recognized holidays:

New Year's Day

Labor Day

Memorial Day  
Independence Day

Thanksgiving Day  
Christmas Day

**(B) Other Religious Holidays**

The holidays listed above do not include all the traditional American Christian holidays, nor are the holidays of other religions listed. It is the Employer's established policy to recognize each employee's religious beliefs; therefore, any other recognized religious holiday may be substituted by any employee for any of the holidays listed above.

**17.02**

**HOLIDAY PAY**

Employees who are regularly scheduled to work an average of ten (10) normal work days per pay period shall be paid their holiday pay at the rate of eight (8) times their regular straight-time hourly rate of pay. Employees who are regularly scheduled to work fewer hours shall be paid pro-rated holiday pay based upon the formula set forth in Section 2.08 of this Agreement.

**17.03**

**COMPLIANCE WITH THE POSTED WORK SCHEDULE**

In order to qualify for holiday pay and to avoid progressive discipline, an employee must work his/her regularly scheduled work shift or work day immediately preceding, the day of, and immediately following each holiday, unless excused by the Employer; with the understanding that the Employer is to be the sole judge of the approval of any excuse offered by the employee, the employee must also work at least one (1) day in the pay period during which the holiday falls unless he/she is on PTO.

**17.04**

**PREMIUM PAY FOR HOLIDAYS WORKED**

A regular employee who works on one of the holidays established in Section 17.01 above will be paid one and one-half times (1-1/2) his/her regular straight-time hourly rate of pay for the hours actually worked on that holiday. Failure to comply with Section 17.03 will result in employees forfeiting three (3) minutes of earned holiday pay for each one minute of tardiness or leave early without approval.

**17.05**

**HOLIDAY ROTATION**

The Employer agrees to rotate or equalize holiday scheduling among regular employees so that an employee will not normally be required to work the same holiday in consecutive years; it is agreed that this is a goal and not a requirement.

**ARTICLE XVIII,**  
**PAID TIME-OFF (PTO)**

**18.01**

The employer provides its employees with paid time-off (PTO) benefits in lieu of other traditional compensated time-off, such as vacation, personal days, wellness days, attendance bonus days, sick days, and holidays. Subject to Human Resources approval and contingent upon the employee providing at least three business days advance notice for requests of 1- or 2-day increments, PTO may

generally be taken at such times and in such increments as will best accommodate the employee's own schedule.

**18.02** Any request for three or more consecutive days must give 30-day advance notice for approval. In order to exercise seniority rights, PTO requests must be received by January 31 of each year for the PTO schedule to be posted by March 1. PTO for 3 or more consecutive days will have priority over shorter periods of PTO. Should an employee's unscheduled PTO absence exceed one working day, the employee must contact Human Resources at least two hours prior to his/her shift start time with each subsequent day of absence, unless Human Resources excused daily contact.

**18.03** PTO provides employees paid time-off from work for personal reasons, including vacation, personal illness, family illness, medical appointments, holidays, or personal or family business. Employees who are absent from work for any reason must take accrued but unused PTO before consideration will be given to granting unpaid time-off. Employees must record all PTO absences on a Benefit Request Form, and the Benefit Request Form must be approved by Human Resources. Unscheduled absences are subject to discipline.

**18.04** Regular full-time and part-time employees with benefits accrue PTO according to the following schedule:

Years of Service Accrual Rate

0 years	.04 hours per paid hour (maximum of 200 hours)
1 year:	.06122 hours per paid hour (maximum of 200 hours)
2-5 years:	.08787 hours per paid hour (maximum of 200 hours)
6-9 years:	.11588 hours per paid hour (maximum of 320 hours)
10-19 years:	.14538 hours per paid hour (maximum of 320 hours)
20+ years:	.17647 hours per paid hour (maximum of 320 hours)

**18.05** PTO will not accrue on any hours classified as overtime. Overtime is compensated by payment of time-and-a-half wages.

**18.06** Employees with five or fewer years may not exceed a maximum accumulation of 200 hours. Maximum accumulation for employees with more than five years is 320 hours. Employees with 200/320 hours will not accrue additional PTO hours until their total is less than 200/320 hours. Employees may accrue, but may not use, PTO time until they have completed at least 60 days (full-time) or 90 days (part-time) of service with NAL, measured from the most recent hire date.

**18.07** All PTO is paid at the employee's base hourly rate. Employees may request PTO per pay period equivalent to their regularly scheduled hours per pay period, unless a holiday falls during scheduled PTO leave. If possible, employees will be made aware of their PTO hours on their regular paycheck.



- 18.08** If an employee takes FMLA leave, the employee must use any accrued PTO time to cover the duration of any FMLA leave, to the extent that STD is not available.
- 18.09** PTO may not be taken in less than 30-minute increments. Employee absences that occur after all available PTO has been used will be treated as unpaid and subject to discipline consistent with the terms of any applicable bargaining contract or employee handbook.
- 18.10** After six months of employment and upon separation from employment or a move to casual status, an employee is entitled to payment for 100% of any accrued but unused PTO, provided:
- (A) The employee provides at least two weeks advance written notice and works all scheduled hours prior to departure;
  - (B) The employee has not been terminated due to a violation of employer rules.
- 18.11** Employees may not have a negative balance in their PTO account, nor may PTO be used while an employee is collecting Workers Compensation benefits or any other paid leave benefits.
- 18.12** PTO is not considered time worked for overtime purposes and seniority within an employee job classification shall be used if two employees in the same classification make timely application for paid time-off on the same date(s).
- 18.13** Employees are permitted to “sell back” up to 40 hours of accrued PTO, one time per year, provided the employee maintains at least 80 hours of accrued PTO after the “sale.” Partial hours may not be sold. Human Resources must approve the proposed sale before the hours will be paid. Any requests to “sell back” accrued PTO must be submitted to Human Resources no later than November 1 of each calendar year.
- 18.14** Employees must use PTO to bring them up to their scheduled hours status if they do not work that number of hours during the pay period. PTO may be used if the employee is required to leave work early or is not scheduled to work because of low census.
- 18.15** Employees will not be able to use PTO for holiday leave if they have an unscheduled absence on their scheduled workday before, the day of the holiday, or the day after the holiday. If an employee works his/her scheduled shift before and after a holiday, the employee shall earn double his/her PTO accrual rate for the hours worked on the holiday. Also, if an employee has an unscheduled absence on a holiday he/she was scheduled to work, the employee shall incur double attendance points as a result of the absence.

**18.16** Once approved by the employer, PTO requests shall be honored, provided the employee has enough accrued PTO available. If two or more employees are scheduled for the same time period and a schedule change is necessary, the principle of inverse seniority shall apply. If necessary, the Employer shall waive the carryover limitation in order to reschedule to the employee's satisfaction.

**18.17** All employees who call in an absence and who fill out a scheduled work make-up form, and who actually make up the absence within the payroll period it was incurred, shall not be forced to use accrued PTO. If there are no schedule openings or sufficient time to make up the missed shift during the payroll period the absence was incurred, the employee must make up the absence within the next payroll period or it will be taken out of the employee's PTO bank when there is sufficient PTO to deduct, provided the employee remains employed.

**ARTICLE XIX,**  
**FUNERAL LEAVE**

**19.01 LEAVE PROVISIONS**

In the event of the death of a member of the immediate family of a regular employee, that employee may be excused from regularly scheduled work for the purpose of attending a funeral. The employee will be paid only for those days missed from the regular work schedule as posted. The number of paid days will be determined by the definition of immediate family that follows.

**19.02 DEFINITION OF IMMEDIATE FAMILY**

An employee will be granted up to, but not to exceed, five (5) calendar days when the deceased is the employee's father, mother, spouse, **brother, sister**, child or grandchild; up to but not to exceed three (3) consecutive days when the deceased is the employee's stepparent, stepchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, great-grandchild or any relative who is residing with the employee, or with whom the employee resides; and one (1) day when the deceased is the employee's uncle, aunt, nephew, or niece. Any time off for funeral leave under Section 22.02 shall include the day of the funeral and/or the day of burial.

**19.03 NOTICE OF DEATH**

If the employee is first notified of such a death while at work, he/she shall be excused from further work for that day or shift without any reduction in his/her regular pay. Any time off for the day of notification of death under this section shall not be considered as time off under Section 22.02.

**19.04 SUPPLEMENTARY TIME OFF**

Additional leave must be granted to employees who request and require additional time for travel purposes (over six (6) hours each way by auto) to attend funerals of deceased individuals for which they are entitled to only one (1) day funeral

leave as provided above. Employees may elect to use available PTO for approved funeral leave and funeral travel time.

**19.05 QUALIFICATION FOR PAY**

An employee must attend the funeral in order to qualify for pay. Documentation verifying attendance at the funeral shall be provided by the employee to the Employer at the time the employee makes the claim for pay for attending the funeral. An employee who abuses funeral leave benefits by falsification of reasons for such leave shall be subject to immediate disciplinary action, and shall be required to make restitution of any compensation that he/she received as a result of the false claim.

**19.06 LIMITATIONS**

Funeral leave pay shall not be allowed during a leave of absence without pay, layoff, for regularly scheduled or traded days off, or for scheduled PTO.

**ARTICLE XX,**  
**JURY DUTY**

It is hereby recognized jury duty is a civic responsibility of each and every employee-citizen of the community; however, in the event an employee shall be called for jury duty, the Employer reserves the right to demand the employee request to be excused from such duty in the event circumstances reasonably warrant such a demand. In the event the request by the employee is denied by the Judge, or in cases where the Employer makes no such demand, the employee shall be excused from his/her regular duty for that period of time necessary to perform the employee's duties as a juror. During such absence, the employee shall be paid at his/her regular rate of pay for a normal work shift, less any compensation or fees earned by him/her for service as a juror, to a maximum of fifteen (15) working days. The employee shall be required to provide evidence to the Employer on days where compensation for service as a juror is claimed from the Employer that the employee, in fact, reported for and served as a juror for all of the hours during which the employee would have normally been employed and/or at work. In the event an employee shall fail to return to his/her regular responsibilities in their employment with the Employer as soon as reasonably practicable after being excused from service as a juror, the employee shall forfeit the right to reimbursement by the Employer for all or any portion of the day on which they failed to so return.

**ARTICLE XXI,**  
**SHORT-TERM DISABILITY (STD)**

The Employer shall provide short-term disability (STD) insurance coverage and benefits for regular full-time employees of at least sixty (60) percent of the employee's gross base wages commencing on the eighth day of a qualifying disability and continuing for thirteen (13) consecutive weeks thereafter, subject to the employee's ongoing disability status and the specific terms of the STD policy. STD benefits are available only to full-time employees working a minimum of 30 hours per week / 60 hours per pay period.

**ARTICLE XXII,**  
**MILITARY LEAVE**

Leaves of absence without pay for military or reserve duty are granted to full-time regular and part-time regular employees. Whether his/her service is voluntary or involuntary, employees are permitted to pursue active, reserve or National Guard training or military duty. Employees must submit copies of their military orders to their supervisor as soon as practicable.

An employee will be granted a military leave of absence without pay for the period of military service or training, in accordance with applicable federal and state laws. An employee's eligibility for reinstatement after completing military duty or training is determined in accordance with applicable federal and state law.

**ARTICLE XXIII,**  
**LEAVES OF ABSENCE**

**23.01 AVAILABILITY**

A leave-of-absence without pay is available for absences from work if the employee has exhausted or is ineligible for FMLA. Leaves will not normally be approved for employees who have not completed their probationary period. A leave for medical care will be approved where there is appropriate medical certification substantiating that the employee, spouse, child or parent is suffering from a serious illness, injury, impairment, or physical or mental condition involving either in-patient care or continuing treatment by a health care provider as provided for under federal law.

**23.02 HOW TO APPLY**

A request for a leave of absence without pay shall generally be made in writing on forms provided by the employer at least 30 calendar days prior to the time that the leave is expected to commence. However, if 30 days' notice is impracticable, the employee shall give the Employer as much written notice as is possible. The leave request is to be submitted first to Human Resources, who will endorse it with a written recommendation for approval or disapproval. The Employer shall notify the employee in writing whether the employee's leave of absence qualifies as a FMLA leave.

**23.03 EMPLOYEE ELIGIBILITY AND APPROVAL**

FMLA leave may be approved for up to 12 weeks in a rolling 12-month period. Employees who have been employed for at least 12 months and 1,250 hours during the 12-month period may be eligible for FMLA leave. Leaves may be approved under appropriate circumstances for intermittent daily leave to leaves of several weeks at a time. In order for any leave to be given FMLA approval, the employee should provide his/her supervisor sufficient information from which Human Resources may ascertain the nature of the request for the leave including whether the leave is necessary because the employee or an immediate family member is suffering from a serious health condition. Leaves which are not

covered under the FMLA must also be appropriately approved by the employee's immediate supervisor and by Human Resources.

**23.04**

**BENEFITS AND SENIORITY**

Any employee taking an FMLA qualified leave will be required to utilize any earned but unused PTO during the FMLA absence. Once PTO is exhausted, any further FMLA leave will be considered unpaid. However, the employer shall maintain the employee's coverage under any group health plan under the same conditions as coverage would have been provided if the employee had been continuously at work during the leave, up to 12 weeks in a 12-month period. Any employee taking FMLA leave must make arrangements with the employer under which the employee will continue to pay his/her health care insurance premiums during the leave. In turn, the employer will continue to pay its portion of any applicable health insurance premiums during an FMLA qualifying leave. If an employee fails to pay his/her premiums within 30 days after the date the premiums are due, the employer may choose to discontinue health coverage as a result of the nonpayment of premiums or the employer may recover from the employee any additional health insurance premium payments paid by the employer on behalf of the employee during the FMLA leave. During a personal leave of 30 days or less or a medical leave of 90 days or less, an employee's seniority shall continue to accumulate without interruption. For leaves in excess of the above, an employee's seniority shall be suspended retroactive to the date they were placed on approved unpaid leave. An employee who secures an unpaid leave of absence in excess of those provided above shall serve for a period equivalent to the time of the unpaid leave at the level of compensation they left before any wage increase will become due. A leave-of-absence under Article 23 shall typically not exceed twelve (12) months.

**23.05**

**MEDICAL CERTIFICATION**

Any employee taking a leave for medical reasons shall be required to produce medical certification to support any leave request related to a serious health condition of the employee, spouse, child or parent. Renewal of the medical certification will be required every 30 days with the employee also providing the employer with an update on the employee's medical status and the intention of the employee to return to work.

**23.06**

**RETURN-TO-WORK REQUIREMENTS**

Employees must continue to meet health, certification, and other essential requirements for their jobs at the time they return to work from FMLA or a leave of absence. Where possible, the employer will provide reasonable accommodation for a qualified disabled employee following discussion with the union. If the leave was authorized for an illness or injury, or if an employee is injured or becomes ill during the leave granted for any other purpose, the employee's physician must provide, in writing, an approval for the employee's return to work, stating that the employee can safely resume the essential requirements of his/her job, with or without reasonable accommodation. If there is any doubt about the employee's

ability to perform his/her job, the Employer shall have the right to secure a second medical opinion from a physician of the Employer's choice at the Employer's expense.

**23.07 STATUS OF EMPLOYEE'S JOB**

An employee may be replaced by a temporary or a casual employee during his/her absence, or the Employer may reassign the employee's regularly scheduled work hours to other regular employees; the job need not be posted and bid. For an approved FMLA leave of absence of a period of twelve (12) weeks or less during any twelve (12) month period, the employee shall be returned to his/her previous position or a position which is substantially equivalent in terms of pay, benefits and terms and conditions of employment. For leaves in excess of twelve (12) weeks in any calendar year, the returning employee shall observe the established job posting procedures for placement unless his/her job is still being filled by a temporary employee hired specifically for such a replacement assignment; in that case, the returning employee shall then be entitled to displace the temporary employee.

**23.08 ELECTION OF APPOINTMENT TO UNION OFFICE**

Employees who are elected or appointed to a full-time position with Local 1470 shall be granted a special Union leave of absence, without pay, for Union services as is provided in Article III, 3.06--Union Leave.

**23.09 PROMOTION OR TRANSFER TO NON-BARGAINING JOB**

Employees who are promoted to supervisory positions, or transferred to other positions outside the bargaining unit, shall be granted a special leave of absence for the purpose of serving in the new position. Human Resources shall have the exclusive right to make such promotion or transfer selections. The employee may be transferred back to the bargaining unit by the Employer; if the employee quits his/her non-bargaining job, however, the right to return to the bargaining unit is forfeited. The employee's seniority shall continue to accumulate during the term of such leave; the economic benefits that the employee has accumulated shall continue to the new position and, if the employee returns to the bargaining unit, shall again continue without interruption. The employee's return to a bargaining unit job shall be conditioned upon the maintenance of such licenses and/or certifications as may then be required for the employee's job. The employee's physical examination must also be kept current.

**23.10 LIMITATIONS**

An employee to whom an unpaid leave has been granted shall not be entitled to return to work prior to the expiration of such a leave without securing written approval, in advance, from Human Resources. If an employee fails to return to work immediately upon the expiration of his/her unpaid leave, or if an employee accepts other employment, or goes into business for himself/herself during the term of a leave, or if an employee makes application for unemployment benefits against NewAldaya Lifescapes while on leave, the employee shall forfeit his/her

leave status, and the employee's job and seniority shall be terminated as a quit without proper notice. Human Resources may waive the termination requirement upon receipt of a written explanation from the employee with a request for reinstatement.

**ARTICLE XXIV,**  
**HEALTH INSURANCE**

**24.01 HEALTH INSURANCE COVERAGE**

The Employer will offer group insurance health coverage (single plan) to all eligible employees within sixty (60) days of employment. In order for this group coverage to be made available, 75% of all eligible employees in the group must participate in the insurance program, unless the insurer is willing to accept a lower percentage. The parties agree that, to the extent state or federal law contradicts or modifies the terms of Article 24, the parties shall agree to reopen this section for further negotiation.

**24.02 MONTHLY PREMIUMS**

- a. After completion of the employee's probation and during the term of this contract, the Employer shall pay all monthly health insurance premiums in excess of the 9.5% ACA-identified income threshold (using a sixty-hour Class 1A starting wage rate) for single-employee insurance coverage for all eligible employees taking group health insurance. Each employee taking group health shall be responsible for paying all premiums up to the 9.5% threshold during the term of this contract.
- b. The Employer's share of the premiums for group health insurance coverage during the term of this contract shall not exceed what the Employer is required to pay for an ACA-compliant, single-employee, minimum-value plan which is currently offered to the Employer by insurer Wellmark as policy 210414-1A/S.

**24.03 DEPENDENT COVERAGE**

Dependents of employees may be covered under the group insurance plan or an individual insurance contract at the option of the employee. Employees electing dependent health coverage will receive the same amount of Employer-paid premiums toward their insurance coverage as do eligible individual employees with single-person group coverage. The employee shall pay the full amount of the additional premium cost for any such dependent coverage.

**24.04 PAYROLL DEDUCTION OF PREMIUMS**

- a. Employees who choose to participate in any group health insurance plan shall have the employee's portion of the premiums for health insurance paid by monthly payroll deductions, except when an employee is on leave,

in a non-pay status. In that case, the employee will then be responsible for full payment of the total premiums due based on the insurance carrier's payment guidelines.

- b. Employees who choose to keep their individual health contracts or other insurance offered outside of the workplace, rather than participating in Employer-offered group health coverage referenced above, shall be individually responsible for paying any and all premiums owed to keep such policies in effect during the term of this contract.

**24.05 UNDERWRITING LIMITATIONS**

It is understood by the Employer, the Union, and the employees covered by this Agreement, that acceptance of the employees, with or without known or unknown health problems, shall be subject to such underwriting guidelines as the insurance carrier may establish, and subject to the provisions of applicable federal and state law. Conversion privileges upon termination of an employee's employment will be as determined by the insurance carrier and federal and state law. The Employer assumes no responsibility for continuation of insurance coverage following any separation from employment, except as may be mandated by the provisions of COBRA or other applicable state or federal law.

**24.06 INSURANCE CARRIER**

The selection of the insurance carrier and the specific plan of insurance protection to be offered shall be reserved by the Employer. However, the Employer agrees to review the insurance program with the Union prior to its adoption.

**24.07 DUPLICATE EMPLOYEE COVERAGE**

In the event a NewAldaya Lifescapes unit employee is or becomes the legal spouse through marriage of another NewAldaya Lifescapes unit employee, and the two (2) people desire one (1) dependent coverage policy instead of two (2) single coverage policies, the Employer will pay twice the agreed-upon single-coverage premium contribution toward the dependent coverage premium amount.

**ARTICLE XXV,**  
**PENSION**

**25.01 EMPLOYER CONTRIBUTION**

If required by the Rehabilitation Plan adopted by the Trustees of the Midwest Pension Fund of the UFCW, and if consistent with the requirements of federal law including MPPAA/ERISA, the Employer shall pay the sum of \$ 1.63 per hour for the first year of the contract, \$ 1.68 per hour for the second year and \$ 1.73 per hour for the third year for eligible employees. These hourly rates shall consist of the parties' previously agreed upon hourly contribution rate of Fifty-Seven Cents (\$.57) per hour and those additional, mandatory supplemental contributions and/or surcharges as are required for each year of this contract under the mandatory Rehabilitation Plan. If, however, at any time during the term of this



Agreement, the supplemental contributions and/or surcharge under the Rehabilitation Plan are withdrawn by the Trustees or are otherwise not required under federal law, the hourly pension contributions made by the Employer under this Agreement shall automatically revert to the parties previously agreed upon hourly contribution rate of Fifty-Seven Cents (\$.57) per hour for each year of the contract. On an annual basis, the Employer will seek updated information from the Midwest Pension Fund to determine if withdrawal from the Fund is feasible and the union will not object to such a withdrawal if the Employer decides to do so during the term of this contract.

The aforementioned contributions shall be made for all full-time regular and part-time regular employees who have completed at least one full year of employment with the Employer. Pension contributions shall be made on all straight-time hours actually worked up to eighty (80) hours per pay period.

**25.02**

**INDEMNITY FOR EMPLOYER AND UNION**

The Pension Fund shall be solely responsible for administration of the fund. The Employer shall be indemnified and held harmless from any liabilities pertaining to the operation, administration or funding of any portion or segment of the plan. The Employer's sole liability shall be for the extent of the Employer's mandated contributions as specifically described in this Article. Liability for any other claims, demands, or amounts purportedly due and owing an employee or other entity or person under the plan shall be solely and exclusively the responsibility of the Pension Fund and the Employer shall be held harmless from any such claims, demands or liabilities.

**ARTICLE XXVI,**  
**UNIFORM ASSISTANCE**

**26.01**

**UNIFORMITY**

To insure uniformity of quality and appearance, the Employer shall designate both the supplier of uniforms, and the uniform to be used by the employees of NewAldaya Lifescapes. Following the designation, all employees shall acquire the designated uniforms from the designated supplier. A special discounted price shall be available for employee purchase of the designated uniform.

**26.02**

**EMPLOYER ASSISTANCE**

The Employer will pay an employee uniform allowance of \$40 for the length of this contract.

**ARTICLE XXVII**  
**HEALTH AND SAFETY**

**27.01            RULES AND REGULATIONS**

The Employer shall have the exclusive right to establish such rules and regulations as may be necessary to protect the health and safety of the residents and the employees.

**27.02            EMPLOYEE COMPLIANCE**

Employees shall recognize their responsibility to conduct themselves in a manner that promotes their personal health and safety as well as the health and safety of others, and shall observe all of the Employer's rules and regulations. Employees shall exercise good judgment and care to assure the safe operation of all equipment.

**27.03            EXAMINATION FEE ALLOWANCE**

The Employer agrees to pay a physician fee of up to Fifty Dollars (\$50.00) for the nursing home personnel physical examination required by the Iowa State Department of Health Rule Nos. 57.11(3), 58.10(3), 59.12(3) and 63.9(3). This allowance shall be paid to each employee who has completed one (1) year of service. In order to receive the Employer reimbursement, the employee shall be required to submit a properly completed examination form, and a receipt from the physician's office indicating payment has been made for the examination. The blank forms to be used for the physical examination shall be supplied by the Employer. Unless included in the above-required physical examination, or a new employee's pre-employment physical (which is conducted at prospective employee's expense), the Employer shall provide the Mantoux Tuberculosis Screening Test to all employees as may be necessary to satisfy the requirements of the Iowa State Department of Health Rule Nos. 57.11(3), 58.10(3), 59.12(3) and 63.91(3).

**27.04            OCCUPATIONAL ILLNESS OR INJURY**

**(A)    Report of Event**

An employee who experiences a work-connected illness or injury shall immediately report the incident to the immediate supervisor in the area where the incident occurred, or shall immediately notify the Employer in the event that an illness or an injury manifests itself while the employee is off duty. The employee shall also promptly file the required written report with the Employer.

**(B)    Pay Status**

An employee is allowed to use any earned paid time off to cover time off unless the employee is receiving worker's compensation benefits during the time off.

**(C) Insurance Status**

Compensation for any disability covered by this Section shall be in accordance with the requirements of the Iowa Workers' Compensation Act; nothing in this Section shall affect any right accrued to either party under that Act; and the Employer shall receive credit for any payment made under this provision should compensation be awarded by an Iowa agency or commission having jurisdiction.

**(D) Return to Work**

When an employee recovers and is able to return to work and perform all the duties required of his/her job and/or employment classification, as certified by the attending physician, the employee shall be returned to the job held at the time the disability occurred. If the employee requires further medical treatment but, in the opinion of the attending physician, can perform only limited work, the Employer will attempt to place the employee in a job that he/she can safely perform; if no such work is available, the Employer will be deemed to have complied with the intent of this Section.

**ARTICLE XXVIII,**  
**COLLECTIVE BARGAINING**

**28.01**

**NEGOTIATION GUIDELINES**

The Employer and the Union agree to adopt the following guidelines in order to establish an atmosphere of mutual respect and harmony in the negotiating process, and to provide a written record of the progress of negotiations between the authorized representatives of the two parties:

**(A) Chief Negotiator and Committee**

All negotiations shall be conducted by the authorized representatives of the Employer and the Union. The parties shall each designate a Chief Negotiator at the first negotiating session.

**(B) Agenda**

The Employer's Chief Negotiator agrees to prepare an Agenda for each negotiating session. The Agenda shall be in writing and shall serve as the official record of the actions considered or completed at each session; it shall not, however, become a part of any agreement that may be concluded.

**(C) Scheduling of Negotiating Sessions**

The date, time and site of each negotiating session shall be established by mutual agreement of the parties. If either party has reason to request a change in date, time or site, mutual agreement is not required for the change, but is required for the selection of the alternate date, time or site.

**(D) Bargaining Committee Benefit Credit**

For the purposes of the conduct of negotiations only, each member of the official bargaining committee (not to exceed six (6)) shall receive credit for unpaid hours

spent in negotiations for benefit purposes only. It shall be the responsibility of the affected employee to notify their immediate supervisor (or in the alternative, the administration office) prior to leaving their work to participate in negotiations and, within twenty-four (24) hours to report to their immediate supervisor (or in the alternative, the administration office) the hours expended in negotiations. It is understood that the total of the hours worked and credited or time spent in negotiations shall not exceed the hours scheduled for that employee that day. Further, employees serving on the official bargaining committee, who shall serve for only a portion of their regularly scheduled working day, shall report back to work upon the conclusion of a bargaining session in order to be credited for the hours spent as above. However, where a replacement employee has been scheduled to work by this Employer, the bargaining committee member employee shall not be required to return to work, but shall receive credit for their full shift for benefit purposes as above.

**(E) Employer Bargaining Committee**

The Employer's Chief Negotiator shall be entitled to call such members of the Employer's management team as he deems appropriate to attend scheduled negotiating sessions; they may participate in all or part of any session as the Agenda may indicate a topic of interest to them.

**(F) Third-Party Participation**

Either party may utilize the services of a third party for the purpose of making a special presentation when mutually agreed to by the Chief Negotiators.

**(G) Written Form for Official Record**

Any oral proposal, offer, or counteroffer will be reduced to written form before it becomes a part of the official record of these negotiations.

**(H) Caucus Privilege**

During negotiating sessions either party may, by giving oral notice to the other party, caucus for the purpose of holding a private discussion of any item(s) that have been or are expected to be introduced to the negotiations. The party calling for the caucus shall inform the other party of the approximate expected length of the caucus and of any extension that either party may subsequently request.

**(I) Tentative Agreements**

Proposals may be considered individually or with other related items. It is understood that agreements reached on individual proposals, parts of proposals, or combinations of proposals are subject to final acceptance of the complete agreement. When a tentative agreement is reached on any item, the Chief Negotiator for each party will initial and date the item; they agree to also initial and date items that are deferred for later consideration or rejected.

**(J) Confidentiality of Negotiations**

The parties agree that the subjects being considered at the negotiating table are of a sensitive and confidential nature, and that disclosure of the issues that are under consideration, having been accepted, or have been rejected should not be a matter of discussion of record outside the group that is representing the Employer and Union. Therefore, the parties agree not to release any information to the news media or to employees who are not members of the Union's negotiating committee, except that the Employer may review such topics as deemed necessary with selected employees who are not employed in bargaining unit classifications. If an impasse should develop in the negotiating process, either Chief Negotiator may inform the other party that he is withdrawing this item and he shall further indicate the time and date of the proposed withdrawal.

**(K) Ratification Required**

The parties agree they will present any tentative agreement on a package settlement to their governing bodies for approval and ratification. In the case of the Union, this will be in accordance with the Constitution of the United Food & Commercial Workers and Bylaws of Local 431; in the case of the Employer, it will be by action of the Employer's Board of Directors.

**28.02 AUTHORITY OF THIS AGREEMENT**

This Agreement cancels all previous agreements, understandings, and practices between the Employer and the Union, and the employees in the certified bargaining unit represented by the Union. This Agreement constitutes the entire agreement between the parties, and it concludes collective bargaining for the term of this Agreement, except as provided for below.

**28.03 SCOPE OF THIS AGREEMENT**

This Agreement shall apply to the Employer's operations as performed on the effective date hereof, and this Agreement and the Union representation thereunder shall also extend to any extension, expansion, or relocation of such operations in Cedar Falls, Iowa. Any additional department or space leased out, or new department operated by the Employer, shall be covered by this Agreement.

**28.04 CONFLICT WITH TERMS OF AGREEMENT**

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

**28.05 SUCCESSORSHIP**

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties to this Agreement.

**28.06 SUBJECTS NOT COVERED IN THIS AGREEMENT**

The Employer and the Union each acknowledge that during the negotiations which preceded the acceptance of this Agreement, each had the unlimited right

and opportunity to make demands and proposals with respect to any subject or matter that is not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**28.07**

**FUTURE AMENDMENTS**

In the event that either party, at some future date during the term of this Agreement, has reason to believe that an amendment to this Agreement would benefit both of the parties, this Agreement may be amended if so requested by either the Employer or the Union, but only when such an amendment is mutually acceptable to both parties. If so amended, the amendment shall be in writing, and shall be made a part of this Agreement in the form of an Addendum. Each such Addendum shall be numbered consecutively beginning with number "1", shall be signed by an authorized representative of each party hereto, and shall be dated and, if the effective date of any portion of the Addendum is different from such date, the additional date shall be clearly stated. At the time the first Addendum is prepared, a separate index page shall also be prepared for the purpose of identifying by number, date and subject all Addendums that shall modify or supplement this Agreement.

**ARTICLE XXIX,**  
**MISCELLANEOUS**

**29.01**

**EMPLOYER-REQUIRED EDUCATION**

Employees may be requested to attend or to complete courses of instruction that are related to their present or contemplated job assignments. When so requested, the Employer agrees to pay the direct costs of instruction. Successful completion of such instruction may result in a wage adjustment or a bonus, as is deemed appropriate by the Employer, even though the employee is not immediately assigned to the work for which the instruction qualified that employee. Employees will be paid for performing services in educational programs, including programs with H.C.C., if payment is approved by Human Resources beforehand.

**29.02**

**NON-DISCRIMINATION**

Neither the Employer, the Union, nor any employee shall discriminate against any employee or any applicant for employment because of age, ancestry, color, creed, disability, national origin, participation or non-participation in Union affairs and activities, political affiliation, race, religion, sexual orientation, gender identity, or sex with respect to opportunity for or tenure of employment, or with respect to any term or condition of employment, or any other right, benefit, duty or obligation created and/or protected by the provisions of this Agreement; provided, however, that the Employer may limit the selection, placement and the work assignments of any employee based upon the mental or physical disability of such employee when such limitations are determined by the nature of the work required or expected to be required of such employee.

**29.03**

**NOTICE AND SERVICE**

**(A) Administrative Procedure**

All notices, rosters, and other documents associated with the administration of this Agreement shall be in writing, shall be signed by an authorized representative of the serving party, and shall be delivered by certified mail, return receipt requested; by email, read receipt acknowledged, or any equivalent documented service; or by a personal delivery to the addressed party, with acceptance by an authorized representative of the receiving party, including a receipt if requested. Refusal of service by any of the foregoing methods shall be defined as official service for compliance with this Section of this Agreement. Time periods shall commence from the date of the receipt of any notice, whether or not delivery is consummated.

**(B) Notice to the Employer**

Notice shall be given to the Employer as follows:

(1) Original

The original of any item shall be delivered to:  
NewAldaya Lifescapes  
Human Resources  
7511 University Avenue  
Cedar Falls, IA 50613

(2) Copy

An information copy shall be delivered to:  
Kay Oskvig  
Whitfield & Eddy, PLC  
699 Walnut Street, Suite 2000  
Des Moines, IA 50309

**(C) Notice to the Union**

Notice shall be given to the Union as follows:

(1) Original

United Food & Commercial Workers, Local 431  
2411 W. Central Park Ave.  
Davenport, IA 52804

**29.04**

**SEPARABILITY**

**(A) Partial Invalidation**

If any Section or Addendum to this Agreement should be judged invalid by operation of law, or by any tribunal having competent jurisdiction, or if compliance with or enforcement of any Section or Addendum should be restrained by such tribunal, the remainder of this Agreement, including any Addendums thereto, shall not be affected by such invalidation or restraint.

**(B) Meet and Confer**

The Employer and the Union agree to meet and confer to determine whether negotiations should commence immediately, or should be deferred pending clarification of the invalidation or restraint affecting a part of this Agreement.

**(C) Modification to Correct**

Any modification that may be necessary to correct a portion(s) of this Agreement shall be agreed upon through the negotiating process. The parties agree that the Negotiating Guidelines provided for in Article III shall apply to any negotiations that become necessary under the requirements of this Section.

**(D) Limitations**

During the term of any invalidation, suspension, or restraint of any part of this Agreement, the Employer and the Union agree that the prohibitions on work stoppages of any type, as agreed upon in Article V--Strikes, Lockouts & Other Work Interruptions, shall remain in effect.

**29.05**

**WAIVER FOR EMERGENCIES**

In cases of circumstances or events beyond the control of the Employer, such as civil disorders, fires, storms, acts of God or other similar acts, the provisions of this Agreement shall automatically be suspended, except that Article III--Recognition of the Union, 15.07—Overtime Pay, and Article V-Strikes, Lockouts and Other Work Interruptions, which shall remain in effect. In addition, and notwithstanding other Sections of this Agreement, the Employer reserves the right during any emergency to assign employees to work without regard to their job assignment or employment classification.

**29.06**

**MISCELLANEOUS**

**(A) Accidental Damage to Equipment**

Employees shall not be held responsible for accidental damage or repairs to equipment accidentally damaged, which result from use of any of the Employer's equipment.

**(B) Loss to Employees' Personal Property**

In the event an employee incurs damage to a personal, work-related item (i.e., glasses, watch, shoes) due to an accidental, direct contact with a resident, or the item is damaged by an act of nature within the facility, as recognized by the Employer, the Employer shall reimburse the employee for the actual cost of the damage up to a maximum of \$75. The employee shall be required to report immediately each incident that may be the basis for a damage claim and to later complete a claim form that is to be furnished by the Employer. The Employer shall have the right to conduct an investigation of each claim and if a determination is made that the damage resulted from some fault of the employee, the claim may be denied.



**(C) Small Gratuities**

Employees may accept, but not solicit, small gratuities such as candy, fruit, trinkets, etc. with a valuation not to exceed Five Dollars (\$5.00), but no money may be accepted. Any gifts accepted by the employees from the residents must be reported to the Employer.

**(D) Credit Union**

The Employer agrees to make available the Cedar Falls Community Credit Union program, on a payroll deduction plan.

**(E) Lie Detector Tests**

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

**(F) Cafeteria Plan**

During the term of the contract, the employer offers a full cafeteria plan which allows all eligible participating employees to withhold a predetermined amount of their wages on a pre-tax basis for the payment of covered expenses.

**ARTICLE XXX,**  
**TERM OF AGREEMENT**

**30.01**

**THREE (3) YEAR PERIOD**

The parties have agreed to a three (3) year contract duration. This Agreement shall be in full force and effect from and after May 1, 2020 to and including April 30, 2023 and shall continue in full force and effect from year to year thereafter, unless either party shall give written notice to the other of their intention and desire to change and/or modify, amend, or terminate the same no less than ninety (90) days in advance of the expiration date of this Agreement, or any annual renewal period thereof.

**30.02**

**SIGNATURES OF THE PARTIES**

**IN WITNESS WHEREOF**, this instrument is executed by the representatives of the parties hereto on the dates set forth opposite the respective signatures of the authorized representatives of the Employer and of the Union.

**ARTICLE XXXI,**  
**DRUG TESTING**

**31.01**

The Employer shall be free to establish a drug-testing program for all employees covered by this agreement. The program shall conform to all applicable state and federal regulations. A copy of the program shall be made available to the union and to all employees and/or applicants who may be subject to testing.

NEWALDAYA LIFESCAPES

BY: Shelleen Hatch DATE: 1-4-21  
Shelleen Hatch

THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION #431

BY: Sam Stokes DATE: 1/4/21  
Sam Stokes

**EXHIBIT "A"**

The different employment classifications and starting wage within the bargaining unit shall, from and after contract ratification be as follows:

Class 1A	DSA Environmental Services, Laundry Aide, and DSA Assisted Living	\$11.05
Class 1B	Dietary Aide	\$11.05
Class 2	Floor Care	\$11.30
Class 2A	Server	\$11.55
Class 3A	Casual CNA	\$11.45
<b>Class 3B</b>	<b>Regular</b> Casual CNA (40 hours/pay period)	\$12.15
Class 4	CNA	\$13.00
Class 5	Rehab Aide CNA	\$13.35
Class 6	Cook	\$12.40
Class 6A	CMA	\$13.45
Class 7	Maintenance	\$13.20

The Employer shall have the discretion to alter the starting wage in Classes **Three through Seven** to provide experience credit for **employees** as necessary in the judgment of the Employer.

Under year two of the contract, the starting wage rates shall be raised by Thirty Cents per hour (30¢) for Classes 1A, 1B, 2, and 3A; One Dollar per hour (\$1.00) for Classes 3B, 4, 5, 6A, and 7; and Twenty-Five Cents per hour (25¢) for Class 6.

Under year three of the contract, the starting wage rates shall be raised by Thirty Cents per hour (30¢) for Classes 1A, 1B, 2, and 3A; One Dollar per hour (\$1.00) for Classes 3B, 4, 5, 6A, and 7; and Fifteen Cents per hour (15¢) for Class 6.

3. Attendance Incentive Bonus Rate

3(a) In an effort to incentivize unit employees to work all scheduled and assigned work hours, to provide the highest quality of care for residents, and to minimize the potential for mandatory employee hold-overs, drafts, call-ins, or short shifts that result from employee absences, the parties agree that the following Attendance Bonus Hourly Rate Increases, as described in Section 3(b) below, shall apply through the length of this contract for eligible employees in the following classifications:

Class 1 (A/B), Class 2, Class 2A, Class 3A: \$1.00 per hour

Class 3B, Class 4, Class 5, Class 6, Class 6A, Class 7: \$2.00 per hour

- 3(b) The Attendance Bonus Hourly Rate Increases identified in Section 3 (a) above shall be applied to all hours paid (i.e., PTO, over time etc.) in any pay period provided the employee has had “perfect attendance” during the entire pay period. However, the Attendance Bonus Hourly Rates do not apply to hours worked by employees’ assigned CNA package positions. (i.e., Exhibits D1 and E). Excused absences are those described in Section 12.05 and 12.06(B) of the contract.
- 3(c) For the purpose of employee eligibility for the Attendance Bonus Hourly Rate Increases referenced in this Section, “perfect attendance” shall mean:
- (1) the employee has not had a tardy, unscheduled absence or attendance occurrence, as defined in Article 12 herein (including any points attributed to those events), during the entire payroll period, and
  - (2) the employee has also worked all scheduled and assigned hours during the payroll period, inclusive of any holdover, draft or call-in hours.

“Perfect Attendance” eligibility shall be determined by the Human Resources department immediately prior to submitting the payroll and each eligible employee shall be informed of their bonus rate status prior to receiving their check or direct deposit slip for the payroll in question.

**NEWALDAYA LIFESCAPES / UFCW WAGE RATES**  
**EXHIBIT "B"**

**Explanatory Notes for Exhibit B (2020-2023 Contract):**

1. The following notes apply to each year of the current contract (2020-2023) unless otherwise noted.
2. All casual employees except Regular Casuals are paid their job classification start rate for each contract year, regardless of experience.
3. DSA Assisted Living employees will also receive an additional 20¢ per hour if the employee has completed necessary training for a medication manager.
4. CNAs working on Memory Care House shall receive an additional 20¢ per hour over their CNA regular classification rate, as long as they have completed their necessary training.
5. DSA Environmental Services, Laundry Aide, and Floor Care working on Memory Care House shall also receive an additional 20¢ per hour over their facility rate, if they have completed their necessary training.
6. Rehab Aide CNAs working on Memory Care House shall receive an additional 20¢ per hour over their Rehab Aide CNA rate, if they have completed their necessary training.
7. All Cooks working second or third shift shall receive a shift differential premium. Part-time Dietary Aides on second or third shift do not receive a shift differential premium.
8. Employees officially designated as Mentors by Human Resources shall receive an additional 50¢ per hour only when "mentoring."
9. Employees in Class 1(A/B), 2, 2A, and 3A are also eligible for a one dollar (\$1.00) per hour increase per the Attendance Incentive Bonus during this contract if they also satisfy the terms of Exhibit A (3(a)-(c)).
10. Employees in Classes 3B, 4, 5, 6, 6A, and 7 are also eligible for a two dollar (\$2.00) per hour increase per the Attendance Incentive Bonus during this contract if they also satisfy the terms of Exhibit A (3(a)-(c)).

As of June 15, 2020

Class	Start	1 Year	2 Year	3-4 Year	5-7 Year	8-10 Year	11-13 Year	14-16 Year	17-19 Year	20-24 Year	25-29 Year	30+Year
	DSA Environmental Services, Laundry Aide	\$11.25	\$11.55	\$11.90	\$12.20	\$12.35	\$12.45	\$12.55	\$12.65	\$12.75	\$12.85	\$12.95
1A		\$11.25	\$11.55	\$11.90	\$12.20	\$12.35	\$12.45	\$12.55	\$12.65	\$12.75	\$12.85	\$12.95
1A	DSA Assisted Living	\$11.25	\$11.55	\$11.90	\$12.20	\$12.35	\$12.45	\$12.55	\$12.65	\$12.75	\$12.85	\$12.95
1B	Dietary Aide	\$11.25	\$11.55	\$11.90	\$12.20	\$12.35	\$12.45	\$12.55	\$12.65	\$12.75	\$12.85	\$12.95
2	Floor Care	\$11.55	\$11.80	\$12.20	\$12.50	\$12.60	\$12.70	\$12.80	\$12.90	\$13.00	\$13.10	\$13.20
2A	Server	\$11.80	\$12.05	\$12.45	\$12.75	\$12.85	\$12.95	\$13.05	\$13.15	\$13.25	\$13.35	\$13.45
3A	Casual C.N.A.	\$11.70	\$11.95	\$12.35	\$12.65	\$12.75	\$12.85	\$12.95	\$13.05	\$13.15	\$13.25	\$13.35
3B	Regular Casual C.N.A.	\$12.40	\$12.65	\$13.05	\$13.35	\$13.45	\$13.55	\$13.65	\$13.75	\$13.85	\$13.95	\$14.05
4	C.N.A.	\$13.25	\$13.50	\$13.90	\$14.20	\$14.30	\$14.40	\$14.50	\$14.60	\$14.70	\$14.80	\$14.90
5	Rehab Aide C.N.A.	\$13.60	\$13.85	\$14.25	\$14.55	\$14.65	\$14.75	\$14.85	\$14.95	\$15.05	\$15.15	\$15.25
6	Cook	\$12.65	\$12.90	\$13.30	\$13.60	\$13.70	\$13.80	\$13.90	\$14.00	\$14.10	\$14.20	\$14.30
6a	C.M.A.	\$13.70	\$13.95	\$14.35	\$14.65	\$14.75	\$14.85	\$14.95	\$15.05	\$15.15	\$15.25	\$15.35
7	Maintenance	\$13.45	\$13.70	\$14.10	\$14.40	\$14.50	\$14.60	\$14.70	\$14.80	\$14.90	\$15.00	\$15.10

As of May 1, 2021

Class	Start	1 Year	2 Year	3-4 Year	5-7 Year	8-10 Year	11-13 Year	14-16 Year	17-19 Year	20-24 Year	25-29 Year	30+Year
	DSA Environmental Services, Laundry Aide	\$11.55	\$11.85	\$12.20	\$12.50	\$12.65	\$12.75	\$12.85	\$12.95	\$13.05	\$13.15	\$13.25
1A		\$11.55	\$11.85	\$12.20	\$12.50	\$12.65	\$12.75	\$12.85	\$12.95	\$13.05	\$13.15	\$13.25
1A	DSA Assisted Living	\$11.55	\$11.85	\$12.20	\$12.50	\$12.60	\$12.70	\$12.80	\$12.90	\$13.00	\$13.10	\$13.20
1B	Dietary Aide	\$11.55	\$11.85	\$12.20	\$12.50	\$12.60	\$12.70	\$12.80	\$12.90	\$13.00	\$13.10	\$13.20
2	Floor Care	\$11.85	\$12.10	\$12.50	\$12.80	\$12.90	\$13.00	\$13.10	\$13.20	\$13.30	\$13.40	\$13.50
2A	Server	\$12.10	\$12.35	\$12.75	\$13.05	\$13.15	\$13.25	\$13.35	\$13.45	\$13.55	\$13.65	\$13.75
3A	Casual C.N.A.	\$11.75	\$12.00	\$12.65	\$12.95	\$13.05	\$13.15	\$13.25	\$13.35	\$13.45	\$13.55	\$13.65
3B	Regular Casual C.N.A.	\$13.15	\$13.40	\$14.05	\$14.35	\$14.45	\$14.55	\$14.65	\$14.75	\$14.85	\$14.95	\$15.05
4	C.N.A.	\$14.25	\$14.50	\$14.90	\$15.20	\$15.30	\$15.40	\$15.50	\$15.60	\$15.70	\$15.80	\$15.90
5	Rehab Aide C.N.A.	\$14.60	\$14.85	\$15.25	\$15.55	\$15.65	\$15.75	\$15.85	\$15.95	\$16.05	\$16.15	\$16.25
6	Cook	\$12.90	\$13.15	\$13.55	\$13.85	\$13.95	\$14.05	\$14.15	\$14.25	\$14.35	\$14.45	\$14.55
6a	C.M.A.	\$14.70	\$14.95	\$15.35	\$15.65	\$15.75	\$15.85	\$15.95	\$16.05	\$16.15	\$16.25	\$16.35
7	Maintenance	\$14.45	\$14.70	\$15.10	\$15.40	\$15.50	\$15.60	\$15.70	\$15.80	\$15.90	\$16.00	\$16.10

**As of May 1, 2022**

Class	Start	1 Year	2 Year	3-4 Year	5-7 Year	8-10 Year	11-13 Year	14-16 Year	17-19 Year	20-24 Year	25-29 Year	30+Year
DSA Environmental Services, Laundry Aide	\$11.65	\$11.85	\$12.15	\$12.50	\$12.80	\$12.95	\$13.05	\$13.15	\$13.25	\$13.35	\$13.45	\$13.55
1A		\$11.85	\$12.15	\$12.50	\$12.80	\$12.95	\$13.05	\$13.15	\$13.25	\$13.35	\$13.45	\$13.55
1A	DSA Assisted Living	\$11.65	\$12.15	\$12.50	\$12.80	\$12.95	\$13.05	\$13.15	\$13.25	\$13.35	\$13.45	\$13.55
1B	Dietary Aide	\$11.65	\$12.15	\$12.50	\$12.80	\$12.90	\$13.00	\$13.10	\$13.20	\$13.30	\$13.40	\$13.50
2	Floor Care	\$11.90	\$12.40	\$12.80	\$13.10	\$13.20	\$13.30	\$13.40	\$13.50	\$13.60	\$13.70	\$13.80
2A	Server	\$12.15	\$12.65	\$13.05	\$13.35	\$13.45	\$13.55	\$13.65	\$13.75	\$13.85	\$13.95	\$14.05
3A	Casual C.N.A.	\$12.05	\$12.55	\$12.95	\$13.25	\$13.35	\$13.45	\$13.55	\$13.65	\$13.75	\$13.85	\$13.95
3B	Regular Casual C.N.A.	\$14.15	\$14.65	\$15.05	\$15.35	\$15.45	\$15.55	\$15.65	\$15.75	\$15.85	\$15.95	\$16.05
4	C.N.A.	\$15.25	\$15.50	\$15.90	\$16.20	\$16.30	\$16.40	\$16.50	\$16.60	\$16.70	\$16.80	\$16.90
5	Rehab Aide C.N.A.	\$15.35	\$15.85	\$16.25	\$16.55	\$16.65	\$16.75	\$16.85	\$16.95	\$17.05	\$17.15	\$17.25
6	Cook	\$12.80	\$13.30	\$13.70	\$14.00	\$14.10	\$14.20	\$14.30	\$14.40	\$14.50	\$14.60	\$14.70
6a	C.M.A.	\$15.45	\$15.95	\$16.35	\$16.65	\$16.75	\$16.85	\$16.95	\$17.05	\$17.15	\$17.25	\$17.35
7	Maintenance	\$15.45	\$15.70	\$16.10	\$16.40	\$16.50	\$16.60	\$16.70	\$16.80	\$16.90	\$17.00	\$17.10



**EXHIBIT "C"**

**MENTOR PAY**

**CNA MENTOR PROGRAM**

According to the exclusive discretion of the Employer, NewAldaya Lifescapes shall be allowed to institute and maintain an in-house Mentor Training program to train new certified nurse assistants. The mentor training program is designed to enable NewAldaya Lifescapes to attract and retain qualified nursing employees to satisfy the staffing needs of the facility.

UFCW Local 431 supports the Employer's in-house mentoring program and recognizes the Employer's right to select current CNAs to participate in the mentoring program. The parties recognize that participation in the mentor program is voluntary. In turn, the Employer may provide certificates or other recognition to employees who serve in the mentor program. Employees serving as mentors in the CNA program will receive 50 cents per hour differential when working as a mentor. Qualifications to participate in the mentor program include, at a minimum, above-average current evaluations, no disciplines in the past twelve months, and four hours in-service mentor training.

**EXHIBIT "D"**

**CNA WEEKEND PACKAGE  
Work 24, Paid 40**

This position will be scheduled to work three (3) eight (8) hour shifts between 6:30 AM Saturday through 7:00 AM Tuesday. Each weekend you work all of your assigned shifts without being tardy, absent, or leaving early, you will receive a bonus equivalent to sixteen (16) hours of your base pay rate. The employee puts NO stipulations on availability or areas of work. You will not be scheduled to work the twelfth (12<sup>th</sup>) weekend of your rotation. Your weekend off will be unpaid.

**Conditions of Employment**

- Scheduling will contact the employee each Wednesday with your weekend schedule. (If you are late, absent, or leave early from any of the weekend's scheduled shifts, you will not be eligible to receive your weekend bonus.)
- You will be given at least a shift off between your scheduled shifts unless mutually agreed on.
- If you wish to pick up additional hours, they will be paid at your regular hourly rate. They are subject to regular NAL attendance policies, but will not affect your bonus.
- If a holiday falls during the weekend, you may be scheduled to work the holiday and it will be paid your base rate. If you pick up work on a holiday, you will be paid one and one-half (1½) times your base rate.
- If you work more than eight (8) hours in a day or eighty (80) hours in a pay period, you will receive overtime pay. Your package shifts are excluded from the eighty (80) hour bank of hours. Overtime is paid at one and one-half (1½) times your base rate.
- 100% attendance is expected. If at any time you enter into an attendance discipline, you will have to give up this package position and take a different position. You will not be allowed to bid into another package position until you are out of attendance probation.
- There are no benefits with this position.

For package shifts, punch under 4023.  
All other shifts punch under 4020.

I have read, understand, and agree to enter into this position.

Employee Signature

Date

Witness Signature

Date

**EXHIBIT "E"**

**CNA WEEKDAY PACKAGE  
Work 32, Paid 40**

This position will be scheduled to work four (4) eight (8) hour shifts between 10:30 PM Sunday through 11:00 PM Friday. Each week you work all of your assigned shifts without being tardy, absent, or leaving early, you will receive a bonus equivalent to eight (8) hours of your base pay. The employee puts NO stipulations on availability or areas of work. You are allowed to schedule two (2) unpaid weeks of vacation, given you provide a thirty (30) day notice, it may not be a holiday week, and it must be approved by Human Resources. These two (2) weeks may not be carried over into the next year.

**Conditions of Employment**

- Scheduling will contact the employee each Friday with the next week's schedule. (If you are late, absent, or leave early from any of the week's scheduled shifts, you will not be eligible to receive the weekly bonus.)
- You will be given a shift off between scheduled shifts unless mutually agreed on.
- If you wish to pick up additional hours, they will be paid at your regular hourly rate. They are subject to regular NAL attendance policies, but will not affect your bonus.
- If a holiday falls during the week, you may be scheduled to work the holiday. If scheduled to work the holiday, you will be paid one and one-half (1½) times your base rate.
- If you work more than eight (8) hours in a day or eighty (80) hours in a pay period, you will receive overtime pay. Overtime is paid at one and one-half (1½) times your base rate.
- 100% attendance is expected. If at any time you enter into an attendance discipline, you will have to give up this package position and take a different position. You will not be allowed to bid into another package position until you are out of attendance probation.
- The only benefits with this position are health and pension.

For package shifts, punch under 4024.  
All other shifts punch under 4020.

I have read, understand, and agree to enter into this position.

Employee Signature

Date

Witness Signature

Date

**EXHIBIT "F"**

**REHAB/CMA/CNA WEEKEND PACKAGE**

**Work 24, Paid 32**

This position will be scheduled to work 6:30 AM to 2:30 PM Friday, Saturday, and Sunday. From 6:30-9:00 AM, you will work as a CMA, then from 9:00 AM to 2:30 PM in Rehab on Saturday and Sunday. Each weekend you work all your assigned shifts without being tardy, absent, or leaving early, you will receive a bonus equivalent to eight (8) hours of your base pay rate. The employee puts NO stipulations on availability or areas of work. You will not be scheduled to work the twelfth (12<sup>th</sup>) weekend of your rotation. Your weekend off will be unpaid. You may choose to waive your weekend off and work. If you work your weekend off and you meet all requirements, you will receive your bonus.

**Conditions of Employment**

- If you are late, absent, or leave early from any of the weekend's scheduled shifts, you will not be eligible to receive your weekend bonus.
- You must be rehab certified and a CMA. If you are not a CMA, you must be willing to attend classes. NAL will send you to the class.
- If you wish to pick up additional hours, they will be paid at your regular hourly rate. They are subject to regular NAL attendance policies, but will not affect your bonus.
- You will be required to work holidays per NAL policy.
- If you work more than eight (8) hours in a day or eighty (80) hours in a pay period, you will receive overtime pay. Your package shifts are excluded from the eighty (80) hour bank of hours. Overtime is paid at one and one-half (1½) times your base rate.
- 100% attendance is expected. If at any time you enter into an attendance discipline, you will have to give up this package position and take a different position. You will not be allowed to bid into another package position until you are out of attendance probation.
- There are no benefits with this position.

For package shifts, punch under 4275

All pick-up shifts punch under 4020 for CNA, 4200 for Rehab, and 4415 for CMA

I have read, understand, and agree to enter into this position.

Employee Signature

Date

Witness Signature

Date

## **Exhibit "G"**

### **12 Hour Package Positions**

The Employer may create package positions where the employees will regularly work 12-hour shifts. These positions will receive a \$1.00/hour incentive for all hours worked, will be eligible for all applicable benefits, the attendance incentive, and shift differentials, and are excluded from Article 15 provision regarding eight in eighty rule.