

The United Food & Commercial Workers
District Local 431

Agreement

With

Peoples Community Health Clinic, Inc.
Waterloo, Iowa

Effective: January 1, 2023

Expires: December 31, 2025

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AGREEMENT GOVERNING THE BARGAINING UNIT EMPLOYEES AT
PEOPLES COMMUNITY HEALTH CLINIC, INC. – WATERLOO, IOWA
Case Nos. 18-RC-13273 & 18-RC-13274

THIS AGREEMENT made and entered into by and between the Peoples Community Health Clinic, Inc., Waterloo, Iowa, hereinafter referred to as the “Employer” and United Food and Commercial Workers International Union, District Local 431, Waterloo, Iowa successor Union by virtue of Local 1470 having merged into District Local 431, hereinafter referred to as the “Union”.

ARTICLE 1 RECOGNITION

1.1 The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive bargaining agent for all of the employees of the Employer as listed below:

MEDICAL SUPPORT STAFF

Telecommunications/Switchboard
Telecommunications/Receptionist
Health Information Representative
Patient Registration Representative
Dental Office Representative
Patient Clinical Representative – Scheduler
Patient Clinical Representative – Referral
Patient Clinical Representative – Aide
Patient Clinical Representative – Aide BC
Patient Clinical Representative – Data Specialist
Medical Assistant
Patient Navigator
Patient Accounts Representative
Financial Counselor
Coder Non-Certified
Coder Certified
Pharmacy Technician
Outreach and Enrollment Program Coordinator
Interpreters
Prior Authorization Specialist

CLINICAL PROFESSIONAL STAFF

Clinic LPN
Clinic LPN – BC and UC
Clinic RN
Clinic RN – BC and UC
Clinic RN – Health Coach
Social Worker – MSW
Social Worker – BSW
Behavioral Health Scheduler – BSW
Homeless Coordinator – BSW
Dental Assistant Student
Dental Assistant
Dental Assistant – Expanded Function I
Dental Assistant – Expanded Function II

This Agreement excludes Managers, Human Resource Administrator, Executive and Clinical Administrative Secretaries, Security, Physicians, Physician Assistants, Nurse Practitioners, Pharmacists, Dental Hygienists, Clinical Nutritionist, Chemical Dependency Counselor, Maintenance/Material Technician, Associate Accountant, Licensed Independent Social Worker, Certified Alcohol and Drug Counselor, Licensed Mental Health Counselor, and Behavioral Health Therapist as defined in the National Labor Relations Act, as amended, and excluding other employees not listed herein.

- 1.2 It is the desire of both the Employer and the Union to prevent strikes and lockouts, to facilitate the peaceful and cooperative adjustment of differences, and to promote harmony and efficiency in the operations of the CENTER to the end that Employer, employees, and the Union may all be mutually benefited from the establishment of this contractual relationship.
- 1.3 The management and general operation of the CENTER, the direction of the employees and the operation of the CENTER’s business, including but not limited to the right to hire, right to determine the number of employees, job descriptions, work rules, to promote or demote, to lay off employees for lack of work or other justifiable reasons, but not inconsistent with the intent of

this Agreement, are vested exclusively in the Employer, provided nothing herein shall be used to discriminate or infringe upon the right of the employees or the Union.

- 1.4 The Union agrees that neither its officers nor members shall intimidate or coerce employees into joining the Union and the Employer agrees that it will not intimidate or coerce employees into not joining the Union and the Employer will not interfere with the operation of the Union.

ARTICLE 2 MAINTENANCE OF STANDARDS

- 2.1 The Employer agrees that all conditions of employment in its individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement unless otherwise agreed to in the course of negotiations. The conditions of employment shall be improved wherever specific provision for improvements are made elsewhere in this Agreement.

ARTICLE 3 SEPARABILITY AND SAVINGS

- 3.1 If any Article or Section of this Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if such compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to person or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 3.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE 4 INDIVIDUAL AGREEMENTS

- 4.1 The Employer will not enter into any agreement or contract with its employees defined and governed by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or which may by law be considered a proper subject for collective bargaining. Any such agreement shall be null and void.
- 4.2 The Employer retains all rights to enter into agreements with other organizations so as to further the mission of the corporation and legislative mandates. Such agreements may include shared staffing agreements, subcontracts of staff services and cross training between organizations. These agreements will not alter existing compensation benefits or seniority as specified in this Agreement.

ARTICLE 5 UNION STEWARDS

- 5.1 The Employer recognizes the rights of the Union to designate stewards. The authority of the stewards so designated by the Union shall include the following duties and activities:
- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

- B. The collection of dues when authorized by appropriate Local Union action.
 - C. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers provided such messages and information:
 - 1) Have been reduced to writing, or
 - 2) If not reduced to writing are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods or any other interference with the Employer's business as determined by the Employer.
- 5.2 The stewards do not have authority to take strike action or any other action interrupting Employer's business.
- 5.3 The Employer recognizes these limitations upon the authority of the stewards and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the stewards have taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement, and provided further that there shall be no lockout of employees of the Company.
- 5.4 The stewards do not have the authority to engage in Union activity or conduct Union business during scheduled work time of the stewards or other employee, without the permission of the Employer.
- 5.5 In the event of a strike or a work stoppage by employees of another bargaining unit at any People's Clinic facility, the employees of this unit will not be required to continue working and will not perform any work which would otherwise be the work of the bargaining unit engaged in a strike or work stoppage. Also, employees will not be required to cross a picket line at any Peoples Clinic Facility, if it is a union sanctioned picket line. None of the above shall be cause for discipline or discharge.
- 5.6 The Union agrees to provide an electronic file copy of the contract to the Employer and a Management approved packet provided by the Union shall be given separately to all new hires during orientation. The Chief Steward will receive the name, position, and hire date of all new employees.

ARTICLE 6 UNION ACTIVITIES

- 6.1 The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any three (3) employee, not in the same department designated by the Union to attend a labor convention/training in the calendar year. The Union shall give the Employer notice of at least fourteen (14) calendar days before the labor convention/training of the one employee designated to attend such convention.

ARTICLE 7 LEAVE WITHOUT PAY

- 7.1 Any employee who has completed six (6) calendar months of employment and who desires an unpaid leave of absence from their position for a period of up to six (6) months, (for reasons not included under the Family and Medical Leave Act) shall secure written permission from the Employer, before the leave commences which may be partially paid prior to exhaustion of accrued paid leave. A request for leave without pay will only be considered for unusual or extenuating circumstances. All requests for leave without pay will be reviewed by upper management.

During the period of the approved leave without pay, the employee shall not engage in nor seek gainful employment. Failure to comply with this provision shall nullify any rights for the employee.

No other benefits can be accrued during the approved leave without pay, but seniority shall continue to be accrued during an approved leave without pay. An employee shall be required at not more than one (1) month intervals to contact the Employer.

7.2 All appropriate accumulated leave will be used before consideration will be given to a request for unpaid leave. Some exceptions to this are: employees may be asked by their supervisor to take time off on a particular day(s) because of the need to reduce staffing levels (low patient volume); employees not working because the Center is closed due to weather conditions, unacceptable environmental conditions, or holiday clinical scheduling; employees not working due to illness or injury covered by disability or workers compensation insurance (see Articles 20 and 37). In these situations, an employee may elect to use unpaid leave even when accrued leave is available.

7.3 Leave without pay for periods greater than ten (10) consecutive workdays shall result in the employee becoming responsible for premium payments (e.g. health, dental, and disability insurance). The employee will be responsible from the first day of leave without pay until their return to a paid status. The employee shall sign an agreement at the time the leave without pay is approved, indicating their agreement to pay such costs.

The allocation of premium cost to an employee during a leave without pay is prorated based on the actual days of leave without pay used in each applicable month.

7.4 The Employer shall guarantee reinstatement to the previous position of an approved leave of absence of thirty (30) calendar days or less. The Employer shall attempt to reinstate an employee to their previous position after an approved leave of absence of more than thirty (30) calendar days but less than ninety (90) calendar days. The Employer shall attempt to reinstate an employee to the next available position, under the provisions of Article 12, so long as the Employer has determined that the employee is qualified for that position, when an approved leave of absence is greater than ninety (90) calendar days and less than six (6) calendar months.

ARTICLE 8 CHECK-OFF

8.1 The Employer agrees to deduct from the pay of all employees covered by this Agreement dues and initiation fees and to remit to said Local Union all such deductions. In consideration of entering into this Union dues check-off provision, the Union agrees on its own behalf and that of its members to indemnify the Employer and hold the Employer harmless for such sums collected. Written authorization by the employee shall be furnished in the form required by applicable law. Check-off procedure and timing shall be worked out locally. If there is no agreement, the matter shall be referred to the grievance procedure. No deduction shall be made which is prohibited by applicable law.

ARTICLE 9 DISCHARGES AND SUSPENSION PROCEDURE

9.1 It is understood that the Employer will have the right to make reasonable work rules, which will be posted and can be revised from time to time, with advance notification to the Union. Any and all changes in work rules will be posted and made known to the Union prior to implementation.

9.2 Progressive discipline will be used (e.g. warning notice, suspension, discharge), except in cases of violation of the items listed below. Violation of the following items may result in suspension and/or discharge on a first offense:

Dishonesty
 Possession or consumption of alcohol while on the job, including the presence of alcohol on the employee's breath
 Violation of patient record confidentiality
 Drug abuse
 Possession or consumption of illegal drugs while on the job
 Theft of property of a patient, visitor, other employee or Employer
 Possession of a dangerous weapon on Employer's premises
 Willful damage to Employer's property
 Gambling on Employer's premises
 Falsifying employment application
 Conviction for violation of an aggravated misdemeanor or felony
 Willfully falsifying Employer records
 Physical, sexual, emotional, or psychological assault or abuse on a patient, visitor, or another employee of Employer, which may include bullying or creating a hostile work environment.
 Absence for three (3) or more consecutive work days without notifying supervisor
 Harassment, sexual or other
 Refusal to care for patients with life threatening illnesses when no medical justification exists
 Discrimination against any patient or staff with life threatening illness
 Violation of ethical standard of individual's profession
 Other just cause
 Actions that create a hostile work environment
 Work related driving without proper driver's license and/or automobile insurance

Other serious offenses mutually agreed upon by the Employer and the Union as calling for no advance warning notice of discharge or suspension shall be handled in the same manner as those cases mentioned above.

- 9.3 A warning notice shall be effective for a period not exceeding one (1) year. Discharge or suspension cases are to be discussed in advance with the Union. Written notice of discharge or suspension, setting forth cause shall be given to the employee, with a copy to the Union.
- 9.4 Any employee desiring an investigation of their discharge, suspension, or written warning must file in writing, a grievance within the time limits and provisions of Article 13 GRIEVANCES.

ARTICLE 10 UNION INSPECTION PRIVILEGES

- 10.1 Authorized agents of the Union shall be permitted on the Employer's premises for the purposes of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, providing, however, that there is no interruption of the Employer's working schedule. The authorized agents of the Union shall notify the management of the Employer of their presence on the Employer premises prior to or immediately upon arrival at the Employer's facility.

ARTICLE 11 SENIORITY

- 11.1 Seniority shall consider only the employees covered by this Agreement. Layoffs shall operate on a department basis with general seniority governing. In laying off, employees with the least seniority shall be laid off first provided those retained are qualified to perform the remaining work available as determined by the Employer. Effected employees may either choose to be laid off or bump to a previously held job classification. The effected employee may bump the employee with least general seniority in that job classification.

Employees reduced according to the above paragraph will be offered restoration to their former position as vacancies arise in accordance with general seniority. In re-employing, those employees having the greatest seniority shall be called back first, provided they, together with those already on the job, are qualified to perform the work available as determined by the Employer. Layoff or rehire out of seniority must be discussed with the Union.

Newly hired employees will acquire no seniority until they have been employed ninety (90) calendar days. Such employees shall not be eligible for the benefits of this Agreement during the initial orientation period of ninety (90) days, with the exception that such employees shall be eligible for health and dental insurance and holiday pay, funeral pay and jury duty pay only during the initial orientation period. The Employer will have the sole right to decide whether an employee is to be retained beyond the initial orientation period (ninety (90) calendar days). Termination of such new employee shall not be subject to the grievance procedure.

Employees that have terminated employment and then are reinstated within thirty (30) calendar days will preserve seniority and applicable benefits status.

- 11.2 When laid-off employees are called to work, a written notice will be mailed to the employee and the Union, stating date and time employee must report to work.
- 11.3 All employees shall receive one (1) week's notice prior to date of layoff.
- 11.4 A list shall be made of all employees in the CENTER covered by this Agreement, together with dates of employment, rates of pay, addresses and telephone numbers and furnished to the Local Union. This list shall be subject to review and revised when there is a change in seniority or by request from the Union.
- 11.5 An employee laid off and not recalled within twelve (12) months of date of layoff shall be removed from the seniority list.
- 11.6 The Employer shall use its best efforts not to replace current bargaining unit employees with part-time student workers.
- 11.7 Personnel hired to cover situations, such as peak work periods, illness of regular employees, vacation of regular employees, special grant funded positions or projects, shall be classified as temporary employees and are not eligible for participation in the Employer's fringe benefit program, nor are they covered by the provisions of this Agreement. Such temporary employees may work on either a full or part-time basis. After ninety (90) calendar days of temporary employment, the Employer, if requested by a Union representative, shall review with the Union representative, possible regular employee status of the temporary employee with the Employer, except those temporary employees governed by special grants, projects, contracts or research. If a review is requested, such review will take place within thirty (30) days of the date the request is made. No review shall be necessary if the position is made regular. If the position is not made regular at the initial review, additional reviews can be requested each succeeding ninety (90) day period. The position occupied by a temporary employee shall be posted under the provisions of Article 12, if the position is made a regular position by the Employer. A former temporary employee who is placed in a regular position without interruption in the employment with the Employer, shall be given one hundred percent (100%) retroactive credit for seniority.

ARTICLE 12 JOB POSTING

- 12.1 When new temporary or regular jobs are created, or vacancies occur and/or transfers become necessary, such jobs shall be posted for at least three (3) working days on the bulletin board as well as over email. Employees desiring these jobs shall complete the APPLICATION FOR POSTED JOB form and submit the form to their supervisor.
- 12.2 The Employer shall select from among the qualified applicants to the posted notice the senior employee to fill the new or vacated job. The Employer will interview all bargaining unit employees who bid for a bargaining unit position. A notice will be posted on the Center Bulletin Board stating the name of the employee accepted for the position. If a new employee has not completed their ninety (90) day orientation period or recently transferred employees are in the 30-day training period (Section 12.4), they will not normally be considered for such a vacancy. An employee will not normally be eligible to transfer to another posted position in less than six (6) months from the date of starting a position. An employee who is in the disciplinary action process and received an oral warning, written warning, or suspension within sixty (60) days of the position's posting may not be offered the posted position based on a review of the reasons for the action.
- 12.3 Any employee off due to accident or illness will be advised by the Employer of any job postings. If such employee desires to bid, they must advise the Employer within the posting period and must be able to work on the new job on or before seven (7) calendar days from the date of the posting.
- 12.4 The employee so selected by the Employer may be given a training period of up to fourteen (14) calendar days. If, at the end of said fourteen (14) day period, it is determined by the Employer that a further period of training is necessary or desirable, such employee shall be given an extension of training period, not to exceed seven (7) additional calendar days of the training period, in which to demonstrate their fitness for the job and capability of handling the new job duties competently. In the event such employee, at the end of said training period, or so extended, has not demonstrated their ability to handle the new job duties competently, in the opinion of the Employer, they may be returned to their previous job with no loss of seniority therein. Employees, during their first five (5) days in a new job, may elect to return to their previous job with no loss of seniority therein.
- 12.5 The preceding job posting procedure does not preclude the Employer from advertising outside of the collective bargaining unit members for applicants for employment. However, no outside applicant may be considered for the posted job if a present employee is qualified and bids on the position.
- 12.6 A Lead Worker is a full-time bargaining unit medical support staff employee designated by the Employer after solicitation of interested employees. The solicitation shall be done through the job posting process. The Employer will not be held to selecting the most senior employee as stated in Article 12.2. The Employer will notify the Union of the employee selected. The Union may present substantive reasons as to why that employee should not be Lead Worker through the Work-Related Dispute resolution process stated in Article 13.

ARTICLE 13 WORK-RELATED DISPUTES

- 13.1 **STEP 1**
Any employee having a work-related issue or problem shall attempt to resolve such issue or problem by directly discussing it with their immediate supervisor. This should be done within five (5) working days from the date of occurrence or the party's awareness thereof.

13.2 STEP II

If the issue or problem is not resolved and it is considered to be a grievance issue related to the collective bargaining agreement, then the employee and/or the Union steward shall put the grievance in writing and submit it to the employee’s immediate supervisor. The written grievance should be received by the immediate supervisor within five (5) working days of the meeting between the employee and immediate supervisor noted in STEP I.

Within five (5) working days after the grievance has been filed, the employee and their Union steward shall meet with the employee’s immediate supervisor, by mutual agreement, without interference with the Employer’s work programs and utilizing break and lunch periods, as well as the time before and after work hours, and attempt to resolve the grievance. The time period may be extended by mutual agreement between the parties. If the grievance is not resolved in STEP II, it shall be referred to STEP III.

STEP III

Within five (5) working days after the grievance has not been resolved in STEP II, the authorized Union representative, the steward, the employee, if they desire to be present, the immediate supervisor, and Employer shall meet together, by mutual agreement, without interference with the Employer’s work programs and utilizing break and lunch periods, as well as the time before and after work hours, and attempt to resolve the grievance. The time period may be extended by mutual agreement between the parties.

If no agreement is reached, the grievance may be referred to a mutually agreeable arbitrator whose decision shall be final and binding on all parties. Any cost of the arbitrator shall be borne one-half by the Union and one-half by the Employer.

ARTICLE 14 UNION LIABILITY

14.1 It is further agreed that in all cases of an unauthorized strike, slowdown, walkout or any unauthorized cessation of work in violation of this Agreement, the Local Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge and such Union members shall not be entitled to or have any recourse to any provision of this Agreement. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, the Employer shall have the sole and complete right to discharge any Union member participating in any unauthorized strike, slowdown, walkout or any other cessation of work, and such Union member shall not be entitled to or have any recourse to any other provision of this Agreement.

ARTICLE 15 VACATION

15.1 Subject to the provisions of the following, the amount of vacation with pay to which each regular full-time employee shall be entitled in any calendar year is as follows:

<u>Length of Service</u>	<u>Maximum Hours Per Year</u>	<u>Credited Per Hour Worked</u>
Hire through 4 th Year	128	.06751
5 th Year through 11 th Year	168	.09052
12 th Year through 19 th Year	208	.11454
20 th Year and thereafter	248	.13964

A day's vacation for regular full-time employees shall be eight (8) hours pay at the applicable hourly rate, unless the employee's vacation occurs on a day in which the employee normally works other than eight hours. Then employees will be paid vacation leave time equal to the employee's normal scheduled number of hours for that day at the applicable hourly rate. Vacation will accrue for regular part-time employees based on hours worked. Vacation will be paid for part-time regular employees based on the employee's schedule hours for that day.

15.2 Where a holiday occurs in the vacation period of any employee, the employee shall receive holiday pay allowed for their FTE status for the holiday and vacation pay for the other days taken as vacation. The holiday shall not be counted as part of the employee's allowable vacation time.

15.3 2023 Vacation Requests

The selection procedure for vacation requests submitted between January 1, 2023, and March 31, 2023, shall be governed by seniority of the requesting individuals for requested vacation periods between June 1, 2023, and December 31, 2023. The employee's supervisor must respond to these requests by April 15, 2023. After March 31, 2023, requests will be approved on a first come first serve basis.

2024 Vacation Requests and thereafter

The selection procedure for vacation requests submitted between August 1 and October 31 for the next calendar year, shall be governed by seniority of the requesting individuals for requested vacation periods between January 1 and December 31. The employee's supervisor must respond to these requests by November 15. After October 31, requests for the next calendar year will be approved on a first come first serve basis.

15.4 For 2024 and thereafter vacation requests submitted beginning November 1, and thereafter, the first employee within a work group to select a vacation period will have priority of approved vacation leave regardless of seniority.

15.5 All vacation leave must have written approval by the employee's supervisor. Employee requests must be submitted no later than two weeks before the requested leave date, and the employee's supervisor must respond to the request within five (5) working days after the receipt of the request, except for those requests described at section 15.3. The requirement for two-week notice may be waived if leave requested is mutually beneficial to the employee and the department.

15.6 Depending on the employee's job responsibilities, department requirements and feasibility of coverage, the employee may be required to take requested vacation in one-half-day increments.

15.7 Supervisor's approval may be withdrawn if accumulated leave is not available by the time of the requested leave or if staffing needs within the department requires such withdrawal.

15.8 Vacation leave may be accumulated to a maximum of three hundred (300) hours for full time. This maximum will be adjusted accordingly by the employee's FTE level.

ARTICLE 16 HOLIDAYS

16.1 All regular full-time employees shall receive eight (8) hours pay at the regular straight time rate on each of the holidays to be named in this Agreement. The employee will be paid holiday leave time equal to the employee's currently calculated FTE rate regardless of the hours that the employee is normally scheduled on that day.

A day's holiday pay for regular part-time employees shall be based on the schedule FTE at the applicable hourly rate. (See Article 38)

16.2 The seven (7) holidays covered by this Agreement:

- (1) New Year's Day
- (2) Martin Luther King's National Birthday
- (3) Memorial Day
- (4) Fourth of July
- (5) Labor Day
- (6) Thanksgiving Day
- (7) Christmas Day

16.3 In the event a recognized holiday falls on a Saturday, departments may observe the holiday on the Friday preceding the holiday. In the event a recognized holiday falls on a Sunday, the holiday may be observed on the Monday following the holiday. Management will make the determination based on customer needs and department worked. This may include minimal staffing, adjusting hours of operation or closing the department for the day.

The main clinic and satellites will be closed on observed holidays. Urgent Care may be open on the observed holiday and closed on actual recognized holiday.

If an employee is required to work on an observed holiday in order to meet operational and/or patient care needs, the employee will be paid time and one half for hours worked, shift differential when applicable, and Holiday pay as outlined in 16.1. Only employees scheduled to work in order to meet operational and/or patient care needs will be authorized to work on a designated holiday.

16.4 Holiday hours paid as outlined in 16.1 will be included like regular hours worked in weekly overtime calculation.

ARTICLE 17 HOURS OF WORK

17.1 The basic workweek shall be forty (40) hours in seven (7) days. The workweek shall begin on Sunday at 12:00 A.M. and end on Saturday at 11:59 P.M.

17.2 All employees herein listed in this bargaining unit are classified as non-exempt employees. Non-exempt employees may be authorized to work up to a specified number of overtime hours per work week, always with the prior approval of their supervisor.

For all non-exempt employees, hours worked in excess of forty (40) hours per week shall be paid at time and one-half regular rate. Any employee who uses earned leave time during a work week, shall be paid at straight time, until hours worked exceed forty (40) hours per week. See holiday clarification at Article 16.4.

Any employee who works overtime without the prior authorization of their immediate supervisor may be subject to disciplinary action.

ARTICLE 18 FUNERAL PAY

18.1 Any employee who loses time on scheduled work day on account of the death of a member of his immediate family will be paid up to three (3) days, each day at eight (8) hours on the day taken for funeral leave, unless the employee's funeral leave occurs on a day in which the employee normally works other than eight (8) hours. The employee will then be paid for funeral leave time

equal to his normal scheduled number of hours for that day at his straight time hourly rate not to exceed twenty-four (24) hours for full time employees per contract year.

Such leave will be granted for making arrangements, attendance at funeral services, or taking the time to grieve the loss of the family member in a private manner. It is expected that employees will use the bereavement leave within ten (10) calendar days from the death of the family member.

For purposes of this paragraph a member of an employee's immediate family is defined as spouse, children, parents, siblings, grandparents and grandchildren by birth, adoption or marriage including in-law and step relationships. This does not include great-grandparents or great-grandchildren.

In the case of the death of an aunt, uncle, niece, nephew, great-grandparent and great-grandchild of the employee in which the employee loses time on a scheduled work day on account of the death, the employee will be paid up to one (1) day equal to the employee's normal scheduled number of hours per day for that at the employee's straight hourly rate, not to exceed eight (8) hours.

- 18.2 A day's funeral pay for regular part-time employees shall be based on the employee's current schedule.

ARTICLE 19 JURY DUTY

- 19.1 Employees required to serve jury duty must submit proper evidence of such service to the Employer. Employees will be paid their straight time hourly rate for the scheduled hours absent from work that coincide with their jury service. The employee shall reimburse the Employer for any payments made by the court for jury duty, less actual reimbursable expenses incurred by the employee.

Upon dismissal from jury service, the employee will immediately notify the Employer that he/she is available for work and may be required to complete the remainder of their scheduled shift.

ARTICLE 20 SICK LEAVE

- 20.1 Employees shall be eligible for sick leave after the initial ninety (90) day orientation period for the employee's illness or injury until disability insurance or workers compensation benefits become available. When benefit payments begin, sick leave can no longer be used to supplement income.

20.2 **Sick Leave Accrual**

<u>Length of Service</u>	<u>Maximum Hours Per Year</u>	<u>Credited Per Hour Worked</u>
Hire through 4 th Year	56	.0296
5 th Year through 11 th Year	56	.0303
12 th Year through 19 th Year	56	.0310
20 th Year and thereafter	56	.0317

Sick leave may be accumulated up to a maximum of 240 hours (30 days) for full time. This maximum will be adjusted accordingly by employee's FTE level.

- 20.3 Sick leave pay for a regular full-time employee shall be computed on the basis of eight (8) hours per day at the employee's straight time hourly rate, except if their sick leave occurs on a day in

which the employee is scheduled other than eight (8) hours. The employee will be paid for leave time equal to their scheduled hours for that day at the employee's straight time hourly rate.

Sick leave pay will be paid for regular part-time employees based on the employee's schedule hours for that day at their applicable hourly rate.

- 20.4 The Employer may request presentation of a doctor's certificate or other proof of illness or injury, to substantiate an employee's claim for sick leave benefits. The Employer will require proof of doctor appointments. Failure to provide such information upon request shall result in denial of sick leave benefits.
- 20.5 Any unused accumulated sick leave at the time of any full-time or part-time employee's termination shall not be paid.
- 20.6 Any employee with maximum hours of sick leave as of the final pay period in the calendar year may convert twenty-four (24) hours of sick leave to sixteen (16) hours of vacation once per calendar year. Employee must submit request by the first pay day in the new calendar year. The change will be reflected on the second pay day of the calendar year.

ARTICLE 21 ABSENCE WITHOUT ADEQUATE PRIOR NOTICE

- 21.1 The goal of providing paid sick leave is to prevent financial difficulty which might occur when an employee is unable to work due to illness or injury. Need for such leave will normally not be anticipated so that advance notice can be provided.

The goal of providing paid vacation leave is to provide periodic breaks from the workplace considering the employees' desires and the scheduling needs within individual departments. Article 15.3 through 15.5 describes the normally expected notice for consideration for use of accrued vacation. Such notice is considered 'adequate notice'. It is acknowledged that unforeseen circumstances can arise which require occasional absence from the workplace (utilizing accrued vacation if available and unpaid if none is available) where notice is not adequate (such as care for family members or appointments).

Excessive use of leave without adequate prior notice for 'casual' circumstances as well as excessive use of sick leave by employees jeopardizes good patient care and/or quality customer service, causes unfair work assignments, and unnecessary stress on co-workers. Illnesses of more than three (3) days may trigger management to request evaluation for Family Medical Leave (FMLA). Employees should request appropriate documentation from their physician if one-day illnesses meet the criteria of an FMLA approved absence. Excessive use of leave without adequate prior notice that is not covered by the following list of exceptions may trigger referral to the Employee Assistance Program (EAP) and may result in discipline, including dismissal.

Exceptions to Leave Without Adequate Prior Notice

Employees must be specific in filling out their leave slips to ensure the leave is appropriately designated on their records.

- An FMLA approved absence
- Disability as recognized by ADA
- Workman's compensation injury or illness

- Work Related Exposure to or infection with a communicable disease and told not to report to work by employee's immediate supervisor or other PCHC management personnel
- Hospitalization or hospital outpatient surgical, diagnostic, or therapeutic procedure for employee or employee's dependent
- Funeral related leave not covered under the Bereavement Leave Policy
- Jury Duty/Subpoenas or witness request for non-clinic legal cases
- Incidents that are mutually acceptable to both employee and supervisor
- 2 occurrences of sick family members. Family member is defined as spouse, child, or parent
- Adverse weather-related leaves
- Urgent EAP or Mental Health short notice visits

ARTICLE 22 FAMILY MEDICAL LEAVE

22.1 Employer agrees to comply with the requirements of Family Medical Leave Act in effect during the contract period.

ARTICLE 23 ADOPTION LEAVE

23.1 If employee is not eligible for FMLA leave. Employees may request use of vacation and leave without pay following the adoption of a child. Accrued leave must be used before leave without pay is used.
When an employee begins the process to adopt a child, they should inform their supervisor of the potential need for adoption leave.

A total of twelve (12) weeks of leave would be available to an employee after the adoption of a child. The twelve (12) weeks would include both accrued paid leave and leave without pay.

ARTICLE 24 PATERNITY LEAVE

24.1 If employee is not eligible for FMLA leave. Employees may request use of vacation time and leave without pay following the birth of their dependent child. Accrued leave must be used before leave without pay is used. A total of twelve (12) weeks of leave would be available to any employee after the birth of their dependent child. The twelve (12) weeks would include both accrued paid leave and leave without pay.

At least two (2) months prior to any employee's spouse's estimated date of confinements (delivery date), the employee must submit a paternity leave request to their supervisor. On this form, they should indicate their spouse's anticipated delivery date and how long a paternity leave they want to take.

ARTICLE 25 MATERNITY LEAVE POLICY

25.1 If employee is not eligible for FMLA leave. Pregnant employees may request use of sick, vacation and leave without pay before and following the birth of their child. Accrued leave must be used before leave without pay can be used. A total of twelve (12) weeks of leave would be available to a pregnant employee after the birth of their child. The twelve (12) weeks would include both accrued paid leave and leave without pay.

At least two (2) months prior to the employee's estimated date of confinement (delivery date), the employee must submit a maternity leave request to their supervisor. The employee should indicate their anticipated delivery date and how long a maternity leave they want to take.

Employees may be eligible for disability coverage during the perinatal period, if they are unable to work due to their pregnancy (see Article 37). An application should be submitted to the Center's disability carrier when applicable.

ARTICLE 26 BULLETIN BOARDS

- 26.1 The Union shall have the right to have a bulletin board on the Employer's premises to post such notices as they deem necessary, except that neither the Union nor the Employer shall post any notices that are political or defamatory of the other. Only the steward of the department affected shall have the authority to remove from the bulletin board such notices as the Union may post. Space and bulletin boards shall be provided by the Employer.
- 26.2 Employer shall post on the bulletin board, certain rules and regulations that must be observed by all employees.

ARTICLE 27 BONDS

- 27.1 Should the Employer require any employee to give a bond, the premium shall be paid by the Employer.

ARTICLE 28 MILITARY CLAUSE

- 28.1 The Employer agrees to comply with all applicable federal and state laws regarding the reemployment rights of veterans.

ARTICLE 29 NONDISCRIMINATION

- 29.1 The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, color, national origin, age, sex, disability, or sexual preference.
- 29.2 The Employer shall not require any employee or applicant for employment to submit to any type of polygraph test as a condition of employment.

ARTICLE 30 LUNCH AND REST PERIOD

- 30.1 The Employer will grant a thirty (30) minute meal period each work day. Such thirty (30) minute meal period shall be unpaid.
- 30.2 The Employer will grant two (2) fifteen (15) minute rest periods each day. Such fifteen (15) minute rest periods will be paid time.
- 30.3 Employees may elect to combine one (1) rest period with the thirty (30) minute meal period and will notify supervisor if combining one (1) rest period with the meal period. Employees will be expected to make arrangements with their supervisor to ensure use of rest periods.

ARTICLE 31 HEALTH INSURANCE

- 31.1 Employer shall make available to each regular employee a medical and dental insurance program which includes coverage for the employee (and family by election) for hospital care, physician care, dental care, and prescription drug coverage with specific inclusion and exclusion as determined by the health plan. Employees will be eligible for coverage the first of the month following thirty (30) days of employment. The Employer shall be responsible for a percentage of the premium cost (per month) as updated annually at January 1 for healthcare and dental premium changes.
- 31.2 The Employer shall be responsible for a prorated premium share per month, for part-time employees based on the scheduled FTE as specified in Article 28. The employee shall pay any

and all additional costs necessary under both single and family coverage, as is applicable to the particular employee, for the cost of said medical and dental services.

- 31.3 Employer shall not be prohibited from negotiating alternative health insurance coverage for the eligible employees during this contract period. However, the aggregate benefits level will not be reduced during this contract period. Negotiations regarding any changes in health insurance shall be completed by 11/30 for the subsequent premium year. The “health insurance year” would be January 1 through December 31. The current dental contract period is January 1 through December 31.
- 31.4 When an employee termination occurs after the 15th of the month, the Employer will pay the Employer-share of the premium for the month deducting the normal employee-share as calculated at 31.1 and 31.2 from the employee’s final paychecks (including check for vacation payout if necessary).

When an employee termination occurs in the first fifteen (15) days of a month, the employer will pay half of the normal Employer-share of the premium for the month as calculated at 31.1 and 31.2. The balance of the monthly premiums will be deducted from the employee’s final paychecks.

Eligibility for group health coverage will cease on the end of the month including the date of termination. Group medical insurance can be continued under provision of the COBRA Act in effect during the contract period by employee election and premium payment.

ARTICLE 32 SECTION 125 PLAN

- 32.1 Employer will provide employees with the opportunity to use pre-tax income for healthcare and childcare to the extent allowed by the law related to Section 125 Plans. Employer also agrees to pay the administration fee associated with the Section 125 Plan administered by a qualified company.

ARTICLE 33 WAGES AND SALARIES

- 33.1 Employees shall be paid in accordance with attached Schedule I.
- 33.2 All employees will be paid every other Thursday.
- 33.3 Regular full-time employees shall not engage in secondary employment that will be detrimental to or interfere with their employment with the Employer. Employees shall notify the Employer when they are employed outside of the Center.
- 33.4 New employees can be started at a higher step than the first step if their previous work experience is directly applicable to their responsibilities in their new position. The Employer may, at its discretion, employ a new employee at any step on the Salary Schedule. Such employee would progress to succeeding steps as provided in the Salary Schedule.
- 33.5 When a higher paid vacancy of three (3) or more consecutive days is known in advance to the Employer, the Employer may appoint another employee to fill the vacancy at the higher rate of pay. The Employer shall select the senior qualified employee in the event the Employer chooses to fill the higher paid vacancy. Selection under this process is not applicable for vacancies of less than three (3) days, or when such an application of the above selection process cannot be carried out with available staff.

The Employer shall also have the option of having the particular employee selected to fill the higher paid vacancy trained by the employee creating the vacancy for a few days in advance of said vacancy. The employee in training shall receive his current and standard rate of pay during the training period and until filling the vacancy. Upon the return of the employee creating the vacancy, the employee filling the vacant position shall return to his job at his standard rate of pay.

- 33.6 The Employer and Union recognize the potential of career ladders and as such agree to the formation of a joint committee to structure them when it is feasible.

ARTICLE 34 FEES AND DUES

- 34.1 The Employer agrees to pay in full, professional licensing fees and professional association dues related to the professional position held at the Center by our employees, up to a total of \$300 per employee for the combined fees and dues cost. If the amount must be paid for multiple years, and is equal to or less than \$100, the Employer will pay the entire amount. However, good faith reimbursement of the amount paid for subsequent years will be expected of an employee who terminated employment. The approved reimbursement for fees and dues for regular part-time employees could be paid up to the currently scheduled FTE rate, as specified in Article 38.

ARTICLE 35 CONTINUING EDUCATION LEAVE

- 35.1 Regular full-time employees may be approved for paid education leave and continuing education program costs by their supervisor.

The Employer will pay up to \$300.00 for each regular full-time clinical professional employee and \$200.00 for each regular full-time medical support and discal support staff per calendar year. The approved continuing education for regular part-time employees could be paid up to the currently scheduled FTE rate, as specified in Article 38. The annual maximum paid continuing education leave is as follows:

Clinical Professional Staff = 2 Days (not to exceed sixteen (16) hours)
Medical & Fiscal Support Staff = 1 Day (not to exceed eight (8) hours)

This benefit is not accrued nor payable upon termination. Those maximums do not prohibit the Employer from authorizing employees covered by this Agreement to attend additional training at the expense of the Employer, and on a paid basis, if such training is critical to support the mission of the Center as determined by the Employer.

Approval of educational leave requires prior approval by the supervisor. If such educational leave is approved by the supervisor, such educational leave shall be paid time off without reducing the employee's leave accrual. Continuing education programs that will assist employees in maintaining their professional certification will receive priority. Other requests will be evaluated on the basis of value to the Employer's operation and the needs of the Employer.

ARTICLE 36 RETIREMENT PLAN

- 36.1 The Employer will make the annual contributions for the eligible employees in accordance with the Employer's 401(k) Profit Sharing Plan with a qualified plan administrator.

ARTICLE 37 DISABILITY BENEFITS AND VOLUNTARY LIFE INSURANCE

- 37.1 Disability benefits would be paid on a sixty percent (60%), or the plan's limit, of the eligible employee's normal pay for persons approved for coverage by the disability plan. And reference to becoming eligible the first of the month following sixty (60) days of employment. See Article 15 Vacation for supplement to one hundred percent (100%) of pay.

- 37.2 Voluntary Life insurance may be purchased by the employee during their first 30 days of employment or during the open annual enrollment period at a cost set forth by the insurance company. Option to purchase or provide voluntary life insurance is dependent upon a minimum employee utilization set by the insurance company.

**ARTICLE 38 CALCULATIONS OF REGULAR FULL
& PART-TIME EMPLOYEE BENEFITS**

- 38.1 Any time a regular full-time or part-time employee is on jury duty, holiday, funeral and/or continuing education leave, they will be paid at their applicable hourly rate, based on their scheduled FTE, or the previous quarters actual FTE (if this calculation is .10 FTE greater or less than their scheduled FTE).
- 38.2 The Employer's prorated share of health and dental premiums will be based on the regular employee's scheduled FTE, or the previous quarter's actual FTE (if this is .10 FTE greater or less than their scheduled FTE).
- 38.3 If the employee's actual FTE is 1, the Employer's share of health and dental premiums will not be prorated except as above at Section 38.2
Reimbursements for fees and dues (Article 34) and continuing education (Article 35) will be prorated based on the employee's scheduled FTE.

ARTICLE 39 DURATION

- 39.1 Wage rates will be effective as outlined in 2023 Wage Scale at ratification and paid out on the first full pay period in January. Negotiations will be initiated on or after October 1st of each contract year.
- 39.2 This contract is effective during the period of January 1, 2023, through December 31, 2025, with annual reopeners for Wages and Benefits.

SIGNED and DATED this 10th DAY OF February, 2023, Waterloo, Iowa

PEOPLES COMMUNITY HEALTH CLINIC, INC.

By: Christine Kemp

By: Christine Kemp

UFCW District Local 431

By: Danielle Johnson

By: Danielle Johnson

Peoples Community Health Clinic, Inc.

And

UFCW Local 431

December 15, 2022

Compensation Proposal

Health Insurance

- Continue to offer Wellmark Blue Cross Blue Shield Group Health Insurance HMO Advantage and PPO Select
- Benefits and network access were unchanged
- Premium increase of 2.1% overall effective January 1, 2023
- Continue Employer contribution of HMO Advantage (base plan)
 - 80% Single
 - 73% Other combinations

Dental Insurance

- Continue to offer Delta Dental
- Premium increase of 0.1% overall effective January 1, 2023
- Continue Employer contribution
 - 75% Single
 - 75% Family

Benefits

- No change to 401(k) Employer contribution
 - 3% Safe Harbor
 - 2% Discretionary

2023 WAGE SCALE

The following wages are effective January 1, 2023. The applicable CURRENT EMPLOYEE INCREASE will be paid to employees in the in the first full pay period in January.

SUPPORT CLASSIFICATION

POSITION	START RATE	CURRENT EMPLOYEE INCREASE
Switchboard	\$15.00	\$2.03
Health Information Representative	\$15.00	\$2.03
Receptionist	\$15.53	\$2.03
Patient Registration Representative	\$15.53	\$2.03
Patient Clinical Representative – Scheduler	\$15.53	\$2.03
Dental Office Representative	\$15.53	\$2.03
Financial Counselor	\$15.53	\$2.03
Patient Navigator	\$16.12	\$2.03
Patient Clinical Representative – Referral	\$16.12	\$2.03
Patient Account Representative	\$16.70	\$2.03
Coder Non-Certified	\$16.70	\$2.03

SUPPORT CERTIFIED CLASSIFICATION

POSITION	START RATE	CURRENT EMPLOYEE INCREASE
Interpreters	\$17.34	\$1.33
Prior Authorization Specialist	\$18.32	\$1.62
Outreach and Enrollment Program Coordinator	\$18.32	\$1.62
Coder Certified	\$18.55	\$3.23

CLINICAL LICENSED CLASSIFICATION

POSITION	START RATE	CURRENT EMPLOYEE INCREASE
Patient Clinical Representative – Aide	\$15.84	\$1.75
Patient Clinical Representative – Data Specialist	\$16.63	\$1.96
Patient Clinical Representative – Aide BC	\$16.63	\$1.96
Medical Assistant	\$17.29	\$1.97
Pharmacy Technician	\$17.81	\$2.49
LPN	\$20.83	\$1.82
LPN – Sat and UC	\$21.87	\$2.02
RN	\$26.92	\$3.20
RN Health Coach	\$26.92	\$3.20
RN – Sat and UC	\$28.27	\$3.47

DENTAL CERTIFIED CLASSIFICATION

POSITION	START RATE	CURRENT EMPLOYEE INCREASE
Dental Assistant Student	\$15.67	\$1.00
Dental Assistant	\$18.94	\$1.52
Dental Assistant – Expanded Function I	\$19.91	\$1.73
Dental Assistant – Expanded Function II	\$21.90	\$2.05

BEHAVIORAL HEALTH CLASSIFICATION

POSITION	START RATE	CURRENT EMPLOYEE INCREASE
Social Worker – BSW	\$20.70	\$2.52
Homeless Coordinator – BSW	\$20.70	\$2.52
Behavioral Health Scheduler – BSW	\$20.70	\$2.52
Social Worker – MSW	\$23.50	\$2.74