

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189

And

CAPITOL VIEW TRANSITIONAL CARE CENTER

RN and LPN COLLECTIVE BARGAINING AGREEMENT

February 1, 2024 – January 31, 2026

CAPITOL VIEW TRANSITIONAL CARE CENTER
RN and LPN CONTRACT
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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CAPITOL VIEW TRANSITIONAL CARE CENTER

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189

THIS AGREEMENT, made this 1st day of February 2024 by and between CAPITOL VIEW TRANSITIONAL CARE CENTER, hereinafter described as the Employer, and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1189, affiliated with the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, hereinafter described as the Union.

ARTICLE 1 UNION SECURITY

SECTION 1.1 RECOGNITION: The Employer recognizes said Union as the sole representative of all its regularly scheduled and in-house pool RN's and LPN's, excluding supervisory employees as defined by law, administrators, service and maintenance employees, guards, office clerical employees, for the purpose of collective bargaining with respect to the hours of labor, rates of pay, and working conditions herein specified.

SECTION 1.2.1 UNION SHOP: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective day of this Agreement, shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the ninety-first (91st) day of employment following the beginning of such employment become and remain members in good standing in the Union. For the purpose of this Article I, Section 1.2, the execution date of this Agreement shall be considered its effective date.

SECTION 1.2.2 IN GOOD STANDING: "In good standing," for the purposes of this Agreement, is defined to mean the payment of a standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as applied uniformly to all persons covered by this Agreement.

SECTION 1.3 DUES CHECK-OFF: The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization, which shall not be irrevocable for a period of more than

one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deduction shall be made by the Employer from the wages of the employees in each pay period. Once deductions are made, the Employer agrees to put forth its best efforts to process and mail a check to the Union, representing said deductions, without delay, but in no case later than fifteen (15) days. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made. The Employer shall also send a monthly activity sheet with the names and addresses of new hires and other employee status information. Before dues are owed and collected, the Union will give new employees information on the Union and a contract.

The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such refund.

The Employer will deduct contributions to the UFCW Active Ballot Club from the wages of an employee who voluntarily provides the Employer with a written authorization. Deductions will be taken on a bi-weekly basis and all such deductions will be sent to the Union. The Employer is not responsible for the management or administration of the Club or decisions on Club expenditures.

SECTION 1.4 VISITATION: A non-Employee Business Representative of the Union, previously certified to the Employer as provided herein, may come on the premises of the Employer for the purpose of negotiations, investigating and presenting grievances, greeting new employees, or to conduct Union business as necessary. Care shall be taken so there will be no disturbance to patients of the facility or interruption in providing care to said patients. Any on site meetings will be conducted with prior approval of the Employer and will not be held on work time. Union business areas will not be in areas where confidential patient information is maintained.

SECTION 1.5 IDEMNIFICATION: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

SECTION 1.6 UNION ORIENTATION: A union representative will be allowed to have a fifteen (15) minute session with newly hired employees immediately prior any new employee orientation or as soon as possible during on-going new employee training based on staffing needs in the facility. The union orientation time is unpaid time for the employee and steward.

ARTICLE 2 DEFINITION OF EMPLOYEES

SECTION 2.1 FULL TIME: Regular full-time employees shall be those employees who are regularly scheduled to work sixty-four (64) hours in a two (2) week work period.

SECTION 2.2 PART TIME: Regular part-time employees shall be those employees who are regularly scheduled to work less than sixty-four (64) hours in a two (2) week work period.

SECTION 2.3 IN-HOUSE POOL: In-house pool employees shall be those employees who are not regularly scheduled but work a minimum of four (4) shifts per month based on open

shifts posted by the Employer, two of which must be weekend shifts. For this article only, weekend shifts are considered as the start of the Friday evening shift through the end of the night shift on Sunday. In-house pool employees must select and work a minimum of two (2) holidays per year, one of which must be Christmas Eve, Christmas or New Year's. If an employee fails to meet these requirements for four consecutive pay periods, the employee may be considered a voluntary resignation. Employees trading with other employees does not fulfill the weekend requirement and does not count towards the weekend premium.

SECTION 2.4 SUMMER REPLACEMENTS: A summer replacement is an employee who may be hired for up to one hundred twenty (120) days during the period of June 1st, through September 30th of any year. This employee may be terminated at any time. Further said employee will not join the Union unless they are kept past the September 30th date and will become a member of the Union in October.

ARTICLE 3 SCHEDULING AND OVERTIME

SECTION 3.1 BASIC WORK PERIOD: This Section is intended only to define the normal hours of work and normal scheduling; and to provide the basis for calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

A work period shall consist of two (2) weeks, fourteen (14) days beginning with the start of the day shift on Sunday morning and ending with the close of the night shift Saturday night two weeks later. (The beginning Sunday shall be designated by the Employer and remain consistent thereafter.) The basic work period shall consist of eighty (80) hours to be worked in ten (10) days within the fourteen (14) days as designated above, and the basic workday shall consist of eight (8) hours.

Schedules shall provide employees with twelve (12) hours rest between shifts, except in cases of emergency, or where the nurse agrees to a shorter time period between shifts.

SECTION 3.2 POSTING: Work schedules will be posted at least **two** (2) weeks prior to the start of a work period. When changes in the work schedule are made affecting employees who are scheduled on a day off at the time the changes are made, the employee so affected shall be notified of such change at the number or messaging provided by the employee. However, changes in the schedule shall be by mutual agreement. Employee requests for changes in the work schedule shall be subject to adequate replacement being available.

The Employer shall keep days off consistent from pay period to pay period whenever practicable.

SECTION 3.3 WEEK-ENDS: Employees shall normally be scheduled so that they shall not be required to work more than two (2) weekends out of four (4), except in the cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving patients of needed care or by mutual agreement between the Employer and the employee. Employees **who call in on their scheduled weekend shift may be** required to make

up the missed weekend shift unless such makeup is prohibited by law or local ordinance. Except as required by applicable law or ordinance, the Employer may schedule an employee who has **called in** on the following weekend. It must be on their regular shift and does not include a missed pick-up shift. In-house pool employees must work a minimum of two (2) weekend shifts per month. Employees trading with other employees do not fulfill the weekend requirement and do not count towards the weekend premium.

SECTION 3.4 GUARANTEED MINIMUM HOURS: An employee reporting for work at their regular scheduled starting time who has not been previously notified not to report for work will be offered the opportunity to work for four (4) hours. If the employee chooses not to stay and work the employee will not receive the four (4) hour minimum, the employee will only receive pay for the actual hours worked.

Employees who are called in for work outside their scheduled shifts (who are not already at work) shall receive a minimum of four (4) hours pay or actual hours worked, whichever is greater.

SECTION 3.5 MANDATORY IN SERVICE/MEETINGS: Employees that are required to attend mandatory in service/meetings outside of their work schedule shall receive a minimum of one (1) hour of their regular rate of pay for the time in the meeting or their actual time in the meeting if longer than one (1) hour. In-service will be in two different formats (i.e., live, written, video, internet). Employees who have received pre-approval to miss the mandatory in-service and night shift employees without 12 hours between shifts can use the alternate format in-service. The alternate format in-service may be completed during the employee's shift. Employees will be able to complete their in-service off-site and will be paid for such time spent to complete such in-service, up to one hour.

A sign off on the materials or a test will be required for the in-service. Employees on an approved leave of absence will be required to complete mandatory training upon their return to work. Such sign-off on materials or tests can be completed within thirty (30) days of the in-service if done in the alternate format.

SECTION 3.6 OVERTIME: Overtime pay shall be one and one-half (1 1/2) times the regular rate of pay.

The Employer will designate which of the following work periods overtime will be based upon:

- (1) Eight (8) hours in a day or eighty (80) hours a pay period – For employees designated as eight (8) hour shift assignments, overtime will be paid only for those hours worked by an employee in excess of eight (8) hours in a day or in excess of eighty (80) hours in a pay period.
- (2) 40-hour work week – For employees designated as working shifts assignments that include eight (8) hour and twelve (12) hour shifts, overtime will be paid only for those hours worked by an employee in excess of twelve (12) hours a day or forty (40) hours in a work week.

In either case the Employer will inform employees which overtime option will apply to them for overtime purposes. The overtime option will not change during the posted schedule.

Overtime payments shall not be pyramided.

Employees may be required to work to meet regulatory requirements, when necessary to meet patient safety and care needs, during staffing shortages and in emergencies.

Employees must obtain prior authorization from their supervisor or the designated charge in the absence of the supervisor before working overtime. An employee who works overtime without prior authorization may be subject to disciplinary action.

SECTION 3.7 CONSECUTIVE DAYS: Employees shall not be normally scheduled to work more than seven (7) consecutive days unless overtime is paid for work in excess of such seven (7) days. Employees, on a volunteer basis, may work in excess of the seven consecutive days without the Employer being obligated to pay overtime. For those who volunteer, they shall put their request in writing to the Employer. They will be allowed to revoke this written agreement by notifying the Employer in writing of their decision to do so. The revocation shall be effective with the posting of the next schedule.

An employee who chooses for their own convenience to work in excess of seven (7) consecutive days or who chooses to exchange a shift with another employee will be considered to have volunteered to work all such hours and will not be paid overtime for the consecutive days resulting from such a schedule change.

Employees who sign up and/or agree to fill open shifts (Article 4 Sections 4.4 and 4.5) will not be considered volunteers and will not have waived their rights to consecutive days of overtime. Overtime for consecutive days will be awarded by seniority along with all other overtime.

ARTICLE 4 AVAILABLE HOURS

SECTION 4.1 JOB POSTING: In the event of a job vacancy, the hours that become available shall be posted on an appropriate bulletin board for a period of five (5) days before being permanently filled by the process set forth below, except as provided for in Article 16, No. 12.

SECTION 4.2 JOB BIDDING: Any employee shall have the right to sign the posting and be considered for the posted position, by seniority, within the classification, within the provisions of Section 4.3 and as set forth below.

The additional hours shall be assigned the employee providing that:

1. Such assignment does not create an overtime obligation under this agreement, and
2. Such employee takes all hours that are available, or that arrangements can be made so that all hours are taken.

3. The effect of the above clause shall not eliminate the number of employees necessary for the Employer to run the facility.

SECTION 4.3 FILLING REGULAR POSITION: After the job has been posted for the required time period, the Employer shall review those employees requesting the position and shall select by this process: The most senior employee within the classification (RN or LPN as determined by the Employer) where the position or the hours occur, will be awarded the position. An employee can be excluded from consideration if they have documented attendance and /or performance issues. If specific skills are needed to qualify for positions, the Employer will provide sixty (60) days for the employee to become proficient. In-house pool nurses have the right to apply for regular positions and be hired ahead of outside applicants (pay rate to be established based on appropriate credit for experience).

LPNs who become Registered Nurses will be required to apply for vacant RN positions following the job bidding language outlined in Article 4.2 in order to be classified as RNs.

SECTION 4.4 ADDITIONAL HOURS: Additional hours will be posted for a minimum of five (5) days in the breakroom during which employees may request additional hours by completing a "Request for Additional Hours" form. Hours will be awarded in the following order:

1. Regular Nurses Straight time
2. In-house Pool Nurses Straight time
3. Regular Nurses Overtime
4. In-house Pool Nurses Overtime
5. Agency or other facility employees

In-house pool employees must work a total of four (4) shifts per month based on open shifts posted by the Employer, two of which must be weekend shifts.

A copy of the additional hours form will be provided to the employee with the shift requests noted as approved or unapproved. If shifts are not filled after the hours have been awarded by seniority by the process noted above, then the Employer has the right to award the shift on a first come first serve basis.

No more than 2 consecutive double shifts will be awarded upon the initial posting of schedules. If an employee wants to work more than 2 consecutive double shifts, the employee will need to get approval from their direct supervisor.

This Article shall not be construed in such a way as to give any employee a claim to job duties of which they are unable to perform or to a job which is supervisory in nature.

SECTION 4.5 UNKNOWN ADDITIONAL OPEN SHIFTS: Any bonuses offered by the Employer as an incentive to fill vacancies shall be offered on a seniority basis. For the purposes of scheduling and temporarily filling unknown additional open shifts, the Employer shall maintain a list of employees willing to work additional hours, and shall use said list to schedule, to fill open hours, and to temporarily fill hours that unexpectedly become available (i.e., hours available due to sick calls, no shows, emergency leaves, unforeseen census fluctuation, patient acuity, and other

instances where prior knowledge of this need was absent). Such hours to be temporarily filled will be offered in the following order:

1. Most senior employee on duty in classification. (Most senior employee on duty in classification if less than four (4) hours notice. If more than four (4) hours the Employer will use call list).
2. Regular Nurses Straight time
3. In-house Pool Nurses Straight time
4. Regular Nurses Overtime
5. In house Pool Nurses Overtime
6. Agency, or other facility employees

Employees, who do not sign a list indicating they want additional hours, shall be considered as having waived their right to claim the extra hours. The Employer will award hours by starting with the most senior employee in the category that can be reached at the time and progressing down to the least senior. Shifts will be filled by Regular or In-house Pool Nurses first by straight time then overtime.

No more than 2 consecutive double shifts will be awarded upon the initial posting of schedules. If an employee wants to work more than 2 consecutive double shifts, the employee will need to get approval from their direct supervisor.

For employees not currently at work the Employer will call or e-message the employee at the telephone number listed on the current call list. The Employer may talk to an individual at the number or leave a message on an answering machine. Notice shall be waived by an employee who is not home or does not have an operating answering machine. If no affirmative responses, once all above criteria have been met, the Employer will call an agency to fill the open shift. Employees who have not previously talked to the Employer have four (4) hours prior to the shift to return the call to the Employer. If an agency employee has been previously scheduled the Employer may cancel the agency employee and fill with the Capitol View Transitional Care Center employee.

All overtime hours are to be offered on a seniority basis with the most senior employee within the classification to be offered the overtime hours first.

ARTICLE 5 PAY STANDARDS

SECTION 5.1 PAY PERIODS: Employee's payday shall be every other Friday. All paychecks not set up for direct deposit will be mailed via U.S. mail to the employee's address listed in the HR System.

In the event the Employer fails to issue a proper paycheck, due to the Employer's error, and the amount of error is fifty dollars (\$50.00) or more of the employee's gross salary, the Employer agrees to rectify the error by issuance of a separate check or advancement of the amount in error,

if it is requested by the employee and if such request is made by the employee within twenty-four (24) hours of receipt of pay. Otherwise, rectification may be made on the following paycheck.

In the event the Employer fails to issue a proper paycheck, due to the Employee's error, and the amount of error is over twenty percent (20%) of the employee's gross salary, a manual check shall be issued within two (2) work days. Otherwise, rectification may be made on the following paycheck.

In the event that the employee receives an overpayment, the Employer will work out a repayment plan with the employee. The standard repayment schedule should not exceed five (5) pay periods. If the employee fails to respond to the requests to discuss the overpayment with payroll, the employee will receive a repayment schedule and the amount to be automatically deducted. At no time will the repayment plan exceed twenty (20%) of the employee's net paycheck.

SECTION 5.2 PAST EXPERIENCE: New employees will receive full credit for years of experience up to the top of the scale printed in Appendix "B." Employees will receive one (1) year of service for each 2080 hours of service (i.e., 4160 hours of service equal to two (2) years of service credit). No new employee shall be hired at a rate higher than any current employee with equivalent experience **as determined by the Employer.**

LPN's who become RN's will receive credit for experience for years (documented and based on hours) of experience as an LPN as follows:

50% credit for LPN experience in a hospital, long-term care facility, clinic, lab or other setting.

Facility LPNs who become facility RNs will receive 100% credit for LPN experience (based on hours) at the facility.

SECTION 5.3 OVER SCALE: Any employee receiving more than the contract rate of pay shall receive an increase as provided in Appendix A of this Agreement.

SECTION 5.4 BONUS/PREMIUM PAY: The Employer can pay employees bonus or premium pay during specific needs. These payments will not change the permanent scale rates or the overtime provisions of the Collective Bargaining Agreement. Any incentive/bonus awarded will be noted on the employee's timecard within forty-eight (48) hours. Employees cannot trade into a bonus or premium pay.

SECTION 5.5 WAGE RATE: The minimum rates of pay are contained in Appendix B attached to and made a part of this Agreement.

SECTION 5.6 NEW CLASSIFICATIONS: If any new classifications are instituted, the rate of pay shall be negotiated at that time.

SECTION 5.7 NIGHT AND EVENING SHIFT PREMIUMS: The following shift premiums shall be paid for all hours worked during the designated shift: Evening shift (2:30 -

11:00 PM) LPN's \$1.00/hour; RN's \$1.50/hour; Night shift (10:30 PM - 7:00 AM) LPN's \$3.00/hour; RN's \$5.00/hour.

SECTION 5.8 CHARGE NURSE PREMIUM: The nurse designated and trained as RN charge or LPN in-house coordinator shall receive a differential of \$1.50/hour for any night hours assigned as designated charge or in-house coordinator.

The nurse designated and trained as RN charge or LPN in-house coordinator shall receive a differential of \$3.00/hour for any weekend or holiday hours assigned as designated charge or in-house coordinator.

Night charge pay and weekend/holiday charge pay is not pyramided.

The nurse designated as RN charge or LPN in-house coordinator will provide "End of Shift Report" to the Director of Nursing or designee.

SECTION 5.9 WEEKEND SHIFT PREMIUM: Employees who work on their normal weekend off will receive a \$4.25/hour premium for all hours worked on that weekend. To be eligible, an employee must have worked their scheduled weekend before and after the unscheduled weekend unless they were off on pre-approved PTO. The premium will appear on the nearest payroll after the fulfillment of the weekend work obligation. Weekends for the purpose of this contract are defined as being from Friday at 3:00 p.m. to Monday at 7:00 a.m.

In-house Pool employees will be eligible for the premium after they have worked four weekend shifts in a one-month period.

SECTION 5.10 PRECEPTOR PAY: Employees who are designated as Preceptors will receive a \$1.50/per hour premium for all hours worked as a Preceptor.

ARTICLE 6 HOLIDAYS

SECTION 6.1 HOLIDAYS DEFINED: The following days shall be considered holidays.

- New Year's Eve Day (for afternoon and night shifts only)
- New Year's Day (for day shift only)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve Day (day, afternoon and night shifts)
- Christmas Day (day, afternoon and night shifts)

Holidays are defined as the night shift of the eve before the holiday and ending at the end of the

evening shift on the holiday; except where noted above. New Year's will be from 3PM on the eve to 3PM on the day.

SECTION 6.2 Employees who work on a holiday will receive their regular rate of pay up to eight (8) hours. Employees can use up to eight (8) hours of PTO (or their regular number of scheduled hours worked) at their regular straight time rate of pay as holiday pay. Such use of PTO will result in the employee receiving double time for up to the eight hours worked. Premium, bonus and differentials will not apply to the up to eight hours of PTO where such premium, bonus and differentials are already being paid for the same time worked. Time worked on a Holiday beyond eight hours will be compensated as noted below in Section 6.2.

All hours over eight (8) will be paid at two (2) times the employee's regular rate of pay.

In-house pool employees will be paid at two (2) times the employee's regular rate of pay for all hours worked on the holiday.

All regular premiums, bonuses, or differentials will apply to all hours worked.

SECTION 6.3 Employees will be placed on a Group 1 and Group 2 holiday rotation schedule based on the position not based on the individual employee. The Group 1 rotation is New Year's, Memorial Day, Labor Day and Christmas Day. The Group 2 rotation is Independence Day, Thanksgiving and Christmas Eve Day. All trades and substitutions are to be approved by management. In the event of approved trades, employee's assigned rotation will remain the same. If an employee calls in on their scheduled holiday they will be assigned to work on the next holiday, unless their absence is protected by state law, federal law, or city ordinance.

In-house pool employees must select and work a minimum of two (2) holidays per year, one of which must be Christmas Eve, Christmas or New Year's. Thirty (30) day notice of which holiday the In-house pool employees may have to work will be in writing. The final award will be made by the facility so that patient care and safety is met.

SECTION 6.4 Employees will not be scheduled to work both Christmas Eve and Christmas Day (December 24th and December 25th) or New Year's Eve and New Year's Day (December 31st and January 1st) unless they request it. Nothing in this section limits the Employer's right to schedule an employee on their normal day off during this time period.

ARTICLE 7 SENIORITY

SECTION 7.1 SENIORITY DEFINED: Bargaining unit seniority shall be defined as the employee's length of continuous service within the classification (RN or LPN) in the bargaining unit commencing with the date on which the employee began to work after last being hired. The employee's date of hire shall be used to determine eligibility for all benefits, which are available to the entire bargaining unit (i.e., health insurance, PTO, etc.) and for other purposes as may be defined elsewhere in the Agreement.

In-house pool employees have seniority within their own classification. When In-house pool employees convert to regular positions their seniority date will be new, but their original date of hire will be used for benefit calculations.

SECTION 7.2 PROBATIONARY PERIOD: All regular full-time and part-time employees who are original hires, or rehires following separation, shall serve a probationary period of **one hundred and twenty (120)** days. All in-house pool employees who work less than **twenty-four (24)** shifts in a **four (4)** month period may have their probationary period extended for an additional thirty (30) days upon written notification to the Union and the employee prior to the **120th** day. It would be an automatic extension if the Employer notifies the Union. At any time during the probationary period, an employee may be discharged by the Employer without such discharge being a violation of this Agreement or being grievable as provided by the Grievance Procedure, Article 9. **A thirty (30) day extension will be granted upon formal request to the Union.**

Any employee selected from the bargaining unit to fill posted positions (**e.g., LPN to RN**) shall have a **special** sixty (60) day probationary period to achieve proficiency. An additional thirty (30) days may be added when their abilities are in question. Should the employee fail to make the transition, they shall have the right to move back to their previous position and hours. In either case, an employee will retain their original date of hire as their seniority date.

Employees shall, during the probationary period, accumulate paid time off (PTO) as provided by Article 10. Paid time off shall not vest during the probationary period and may not be cashed out in the event the employee does not successfully complete the probationary period. This shall not apply to employees serving a special probationary period, **provided they have worked more than the six (6) months required in Article 10 PTO.**

SECTION 7.3 LAYOFFS, HOURS REDUCTION, RECALL:

- 1) **LAYOFFS:** Employees may be laid off to meet the needs of the Employer. In the event a layoff is necessary the work force shall be reduced based on reverse seniority.
- 2) **REGULAR HOURS REDUCTION:** Defined as a period of two (2) weeks or longer.
 - A. Employees may volunteer to take a regular reduction. Employees who volunteer may request their hours to be returned upon two weeks written notice to the Employer. Said request must be made and given to the employer in writing no longer than ninety-one (91) days from the day the first reduced schedule started for the employee or the reduction will become a permanent reduction.
 - B. All reductions shall be by seniority. The most junior employee in both the RN and LPN classification shall be the employee affected, except where the job duties would require an RN license.

- 3) **TEMPORARY HOURS REDUCTION:** Hours reductions necessary due to census changes on a shift to shift basis shall be accomplished as follows:
- a. Not replacing sick calls or no shows.
 - b. Canceling outside agencies
 - c. Overtime shifts
 - d. Volunteers by contacting effected employees by seniority.
 - e. By inverse seniority, employees who picked up hours on the shift affected.
 - f. By rotation among the least senior employees (RN and LPN) hired within the past twelve (12) months who are scheduled on the affected shift; or the least senior employee (Defined as the least senior in both the RN and LPN classification shall be the employee affected, except where the job duties would require an RN license) when there are no employees with less than twelve (12) months of service.
- 4) **MANDATORY TEMPORARY REDUCTIONS:** When the Employer needs to call and tell employees not to report for a scheduled shift the Employer will contact the day shift by 5:00AM the day affected, the pm shift by 1:00PM the day affected, and the night shift by 9:00PM the day affected. The employer will make an effort to notify affected employees as early as possible.
- 5) **RECALLS:** In the event of a layoff or hours reduction, employees will retain recall rights for twelve (12) months. Employees who are laid off and subsequently recalled to work within one (1) year shall retain their seniority. Employees shall be recalled in the reverse order of the layoff or hours reductions within the classification. The Employer shall not be obligated to recall a laid off employee who had received a just cause suspension within the twelve months preceding the layoff. Recall will be by written notification, sent by certified mail, to the employee's last noted address. Failure to return to work within fifteen (15) calendar days from the mailing of the recall notice will be deemed a separation from employment and the employee will not have any recall rights. In all other cases, restored hours will be offered to those on layoff before being posted as available hours under Article 4 of this Agreement.
- 6) Employees will receive a bonus of \$4.00/hour to be on-call between 12:30PM – 4:30PM when hours have been reduced but need to be called back to work because of census. Management will inform the employee whether or not they are on-call. There is a one (1) hour minimum pay for an employee placed on-call.

SECTION 7.4 TERMINATION OF SENIORITY: Seniority shall terminate when an employee is separated from employment.

ARTICLE 8 DISCIPLINE AND TERMINATION

SECTION 8.1 DISCIPLINARY ACTIONS: Employees may not be suspended, demoted or discharged except for just cause. No grievance relating to any disciplinary action shall be valid unless submitted to the Employer in writing within ten (10) days after the notice of suspension, demotion or discharge in question. In case of discharge, the employee affected may request and shall receive from the Employer in writing the reason for said dismissal. Employees terminated for verified theft from the Employer, intentional destruction of property, falsification of employment records and verified patient abuse will result in forfeiture of all paid time off (PTO) earned and not used up to the date of dismissal. The Employer may establish a disciplinary policy and shall distribute it to all employees and the Union.

SECTION 8.2 RESIGNATIONS: Employees covered by this contract electing to resign or quit their employment will give the Employer four (4) week's written notice and shall continue in the Employer's service during this four (4) week period, with the exception that the employee may leave sooner when competent replacement can be made by the Employer. Employees must work their entire scheduled four (4) week notice period to be paid for their PTO, unless excused by the Employer or their absence is protected by state law, federal law or city ordinance. Employees cannot give away their scheduled shifts during their notice period. Trades of shifts may be allowed, with management approval. Employees who terminate their employment without giving the Employer the required notice or leave their employment before the end of the four (4) week period shall forfeit all paid time off (PTO) or other benefits to which such employee may be entitled, except wages earned through the date of his last employment. In the event an employee does not successfully complete their probationary period or are terminated within one (1) year, PTO is not vested and will not be paid out. PTO will not be paid for call ins during the notice period, unless legally required and appropriate documentation is provided for absences of more than three (3) consecutive days. The Employer shall give employees two (2) week's written notice of termination or two (2) week's pay in lieu thereof, except in the case of a discharge for just cause. Except as specified above, all PTO will be paid to an employee upon termination of employment.

SECTION 8.3 FAILURE TO REPORT TO WORK: If the employee fails to report for work as scheduled, or to furnish the Employer with a justifiable excuse within twenty-four (24) hours thereof, such failure to report shall be conclusively presumed to be a resignation from the service of the Employer and termination of such employee's seniority and employment, provided, however, that if such employee can within twenty-four (24) hours furnish the Employer with reasonable proof that such employee could not notify the Employer of his absence because of illness and unforeseen emergency or other justifiable reason, then such employee shall be reinstated without any break in the service record.

ARTICLE 9 GRIEVANCE AND ARBITRATION

Any dispute relating to the interpretation of or adherence to the terms and provisions of this

Agreement shall be handled in accordance with the following procedures:

SECTION 9.1 GRIEVANCE PROCEDURE:

Step 1. In an effort to develop a good working relationship, employees are encouraged to follow these steps; however it is at their option.

- A. The employee shall attempt to resolve grievances with their immediate supervisor.
- B. The employee shall attempt to resolve grievances with the Administrator.
- C. The employee and Union shall attempt to resolve the grievance with the Employer.

Employees need to bring their issues forward for a Step 1 grievance within ten (10) calendar days of the event giving rise to the grievance.

Step 2. If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the contract, and shall be received by the Employer no later than fifteen (15) calendar days following the date of the Step 1 meeting. Grievances relating to wages shall be timely if received by the Employer no later than sixty (60) calendar days following the date of receipt of the check by the employee. This clause shall not be interpreted to limit the collection of wages where wages have been improperly calculated.

Within fourteen (14) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet and attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

Step 3. Within seven (7) calendar days of the Step 2 meeting, either party may request non-binding mediation with the Federal Mediation and Conciliation Service (FMCS). The parties may, by mutual agreement, in writing, make this step binding. Either party may also opt to decline to submit the matter to mediation and shall notify the other party that it does not agree to mediate the matter.

SECTION 9.2 DEMAND FOR ARBITRATION: If the grievance is not resolved in Step 2 or Step 3, the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) calendar days following the Step 2 meeting where the Union does not seek to mediate the matter, the date the Employer notifies the Union it is not agreeable to submitting the matter to mediation or Step 3 meeting. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Director of The Federal Mediation and Conciliation Services.

SECTION 9.3 LIMITATIONS OF ARBITRATOR: The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding on the parties.

SECTION 9.4 AWARDS & FEES: The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union. Each party is responsible for compensating their own representatives, witnesses or other individuals attending the hearing at the party's request.

SECTION 9.5 TIME LIMITS: The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited, and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.

ARTICLE 10 PAID TIME OFF (PTO)

A. PTO is designed to provide compensation at an employee's regular rate of pay for days away from the job for reasons of holiday, vacations, sick leave, personal illness, family illness, funeral leave or any other pre-approved reason. This is the exclusive manner in which employees may be paid for time not worked excluding workers' compensation, jury duty, and short term and long term disability. In-house Pool Employees do not accrue PTO benefits.

B. PTO will be earned at the rate below, based on length of service with the Employer. Calculations will be computed based on all hours paid to the employee. PTO will be calculated from the date of hire but not collectable until after the employee's thirtieth (30th) day of employment, **except as required by applicable law or ordinance.**

<u>Years of Service</u>	<u>Factor</u>	<u>Approximate hours paid to earn 1 hour PTO</u>
Date of Hire	.108	9.3
After 4 Complete Years	.127	7.9
After 9 Complete Years	.146	6.8

Vacation, holidays, sick days and a personal day are combined into one PTO "bucket" instead of separate buckets of time off for different types of leave like vacation, sick, personal and holidays.

Example: An employee working full-time at 2080 hours per year would earn the following:

Date of Hire
 $.108 \times 2080 = 224 \text{ hours} = 28 \text{ days}$

After 4 years
 $.127 \times 2080 = 264 \text{ hours} = 33 \text{ days}$

After 9 years
 $.146 \times 2080 = 304 \text{ hours} = 38 \text{ days}$

C. PTO Usage: PTO will be paid out, with a maximum of eight (8) hours paid per day missed. Partial shifts will only be paid in the event of an illness or injury that occurs **during** a shift, or in the event the Employer asks for volunteers to leave early as a result of low census **or as required by applicable law or ordinance**.

D. New employees accumulate PTO from the date of hire. From the **date of hire** until 6 months of service is complete, PTO may only be used as compensation for sick time, funeral leave, or holiday compensation, **or as required by applicable law or ordinance**. **Other than sick time, this** election is at the employee's option. In the event the employee does not successfully complete the probationary period and/or is terminated, the PTO benefits are not vested.

E. PTO accrual will not exceed the maximum applicable PTO Earned Per year utilizing the 2080 Hours Paid calculation outlined in (B) of this Article. An employee may carry over a maximum of 240 hours of PTO from one anniversary year to the next.

F. An employee must request payment for vacation, a given holiday or funeral pay in writing.

G. Sick pay will be automatically deducted from the PTO. If PTO time is available, it must be used. PTO in an increment of less than eight (8) hours may be used, if less than eight (8) hours are remaining in the employee's PTO bank **or smaller increments of use as required by applicable law or ordinance**. If PTO time is scheduled and a subsequent sick or unavailable call-in is made for the day prior to or following the requested scheduled (PTO) time off, no PTO time will be banked or paid for that day, unless accompanied by a doctor's note, upon day of return. **The doctor's note requirement will not apply for absences taken under applicable law or ordinances providing for lesser notice or documentation requirements.**

H. PTO will be used for all employee vacations. The only exception will be in the case of a family medical leave where all PTO is exhausted. In such instances, the employee may take up to 2 weeks unpaid vacation in the anniversary year.

I. Weather related absences may be deducted from PTO if an employee requests it and there are hours available. In the event of severe weather and where transportation is available from the facility, the employee must report to work.

J. Vacations may be granted at the time requested by the employee. If the nature of work makes it necessary to limit the number of employees off work at the same time, the employee with the greater seniority shall be given their choice of vacation period. Vacation starting time will be granted on any day of the week as requested by the employee when coverage can be provided. Seniority shall prevail for vacation requests submitted to the supervisor in writing for vacation periods between March 1 and August 31 (first period) and between September 1 and February 28 (29) (second period) each year provided the request is made no later than December 1 for March 1 through August 31 and by July 1 for September 1 through February 28 (29).

The Employer agrees to respond to vacation requests made for the first period not later than December 15th for requests made by December 1st and not later than July 15th for requests made by July 1st for the second. Other vacation requests made will be granted on a first come/first serve basis. The Employer will respond to these requests within seven (7) days after considering scheduling and coverage needs of the department.

The Employer has the right to deny PTO requests if the employee has insufficient PTO balances.

The Employer has a right to cancel vacations in the event that the employee does not have a sufficient amount of paid time off (PTO) available at the time of the vacation, or in an emergency (e.g. orange alert, national emergency or pandemic). If the employee was on a protected leave that exhausted their PTO within the last twelve (12) months this provision will not apply.

K. From December 15th through January 2nd, the administrator may limit PTO utilization to satisfy the facility's patient care needs.

L. Any employee who changes from regularly scheduled to In-house pool, prior to taking their accrued PTO, will have any unused portion of the accumulated PTO they have at the time of change cashed out.

M. Upon termination of employment pursuant to Section 8.2, employees with one or more years of service who give at least a two (2) week notice will receive a pay out of up to two hundred and forty (240) hours of their accrued PTO in their bank.

N. In-house Pool Status Change: If employee reduces to In-house pool status before one year of employment PTO hours will be frozen until employee returns to FTE status. The employee must return to an FTE position for the time period outlined in 10 B and D to use PTO or 10 M to be paid out PTO based on total time in an FTE position.

ARTICLE 11 REST PERIODS AND LUNCH PERIODS

SECTION 11.1 REST PERIODS: All employees will be entitled to a fifteen (15) minute paid rest period for each four (4) consecutive hours worked. However, two (2) paid rest periods will be provided whenever an employee is required to work seven (7) or more hours in a day. Rest periods for the individual employees shall be scheduled by the Employer so as not to interfere with the operation of the facility. The fifteen (15) minute periods cannot be split into smaller segments.

SECTION 11.2 MEAL PERIODS: Unpaid meal periods of not less than one-half (1/2) hour duration shall be scheduled at appropriate times during the work shift and in consideration of the appropriate time of the day. Meal periods shall not be considered as time worked. Employees must swipe in and out when they leave the campus facility for the meal period. The Employer may require employees to swipe in and out for the meal period. No employee who works six (6) hours or less shall be scheduled for an unpaid meal period.

The meal period cannot be split into smaller segments unless by mutual agreement.

ARTICLE 12 LEAVES OF ABSENCE

SECTION 12.1 JURY DUTY: Any employee who is called to serve on jury duty will immediately notify the Employer of the same. If this call for jury duty would create a hardship for the Employer, the Employer may request a hardship dismissal for the employee due to the nature of the business. Should the court not grant the dismissal the employee who is called to serve on jury duty shall be paid for actual hours worked for the Employer. If this pay, together with their jury duty pay, does not equal their regular weekly pay, the Employer will make up the difference for a maximum period of two (2) weeks, provided the employee works such hours as they are available during the hours when Court is not in session. An employee receiving full pay from their Employer while serving on a jury will be required to turn in to their Employer the jury duty pay for the period they served on the jury, not to exceed two (2) weeks.

SECTION 12.2 BEREAVEMENT LEAVE: A leave of absence of up to two (2) days without loss of pay shall be granted in case of death of an employee's parents, step parents, spouse, domestic partner, children and/or step-children. Such leave shall be taken within 90 (ninety) days of the death and is accessible any day from death through the day after the funeral/celebration of life unless different days are agreed to between the employee and the Employer. A leave of absence of up to one (1) day without loss of pay shall be granted in case of death of grandparents, parents-in-law, sisters and brothers. Such leave shall be taken within 90 (ninety) days of the death and is accessible any day from death through the day after the funeral/celebration of life unless different days are agreed to between the employee and the Employer. The employee may request PTO hours, if available, for any additional lost work time while on a funeral leave.

Domestic partner shall be defined to mean a person who: 1) is in a committed and mutually exclusive relationship, jointly responsible for the other domestic partner's welfare and financial obligations; 2) resides with the domestic partner in the same principle residence and intends to do so permanently; 3) is at least eighteen (18) years of age and unmarried; 4) is not a blood relative of the other domestic partner; and 5) has been in the relationship for six (6) months, prior to the date on which the person seeks benefits under this section.

In-House Pool employees are not eligible for funeral leave.

SECTION 12.3 FAMILY MEDICAL LEAVE (FMLA): In accordance with the federal Family Medical Leave Act and applicable state leave laws, eligible employees, as defined by relevant law and utilizing a calculation established by the Employer may take up to a total of twelve (12) work weeks of unpaid, job-protected leave during a twelve (12) month period for one or more of the following reasons: for the birth and care of the newborn child of an employee; for placement with the employee of a child for adoption or foster care; to care for an immediate family member (spouse, child, or parent) with a serious health condition; or medical leave when the employee is unable to work because of a serious health condition or complications due to pregnancy. The employee must complete the appropriate forms for the leave of absence. In the

case of a medical leave, the employee shall furnish a physician's report certifying that they are capable of returning to work.

Pursuant to the FMLA, eligible employees with covered military family members may use their 12-week leave entitlement to address certain qualifying exigencies. Eligible employees may also take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period.

Employees with more than one year of continuous employment with the Employer, upon verification of need, shall be granted a Personal Leave of Absence under Section 12.4, of up to an additional ninety days (90).

Employees with less than one (1) year of continuous service may request leave time under the provisions of Section 12.4.

SECTION 12.4 PERSONAL LEAVE OF ABSENCE: An employee may be granted a leave of absence not to exceed ninety (90) days upon written permission from the Employer.

SECTION 12.5 UNION LEAVE AND UNION BUSINESS:

12.5 A UNION LEAVE The Employer agrees that it will provide a leave of absence for a period of time, not to exceed ninety (90) days, for an employee requested by the Union to assist the UFCW International or the Local for temporary work as a Union Representative. It is understood that the Union would make any contributions necessary to continue the employee's participation in Health or Pension programs as provided by the Agreement during this leave of absence. The Employer would provide this leave without loss of seniority and would reinstate the employee to their former schedule of hours and duty assignment at the end of the leave.

12.5 B UNION BUSINESS: Time off for Union Business. The Employer agrees to grant the necessary time without pay and without discrimination to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business so long as it does not interfere with the Employer's business.

SECTION 12.6 HIRE DATE: Any leave of absence provided in this Article does not change the employee's hire date.

ARTICLE 13 SUCCESSORSHIP

In the event of any sale, purchase, merger or other transaction affecting ownership of Employer's business or ownership of the assets of Employer's business, Employer shall make known to the Union prior to said transaction the nature of the transaction and further, shall make known to all parties to the transaction the terms and conditions of this Collective Bargaining Agreement. Following any such transaction, all employees of Employers who are parties to the transaction and this Agreement shall be considered for employment by the successor Employer, whether the successor is a signatory party to this Collective Bargaining Agreement or any other Employer, in accordance with the seniority rights accrued with their respective predecessor Employer. A

new seniority list shall be drafted and posted upon which the seniority of each employee of the successor Employer will date from their earliest date of employment with any of the Employers participating in such transaction, and further, if there is to be a reduction in work force as a result of such transaction, any such reduction shall be in inverse order according to the amount of continuous service of the respective employees with any of the predecessor Employer parties to the transaction. Wherever continuous service is required for other benefits or practices, it shall be interpreted to include that continuous service with the employee's respective predecessor Employer.

ARTICLE 14 MINIMUM STANDARDS

No employee shall, as a result of this Agreement, suffer any reduction in wages nor lose any working conditions previously granted by the Employer.

This Agreement provides minimum standards only and shall not prevent the Employer from granting additional payment or benefits so long as such granting is not otherwise violation of this Agreement or state or federal laws.

ARTICLE 15 SEVERABILITY CLAUSE

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

In the event any provision is held or determined to be invalid, the Employer and the Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid.

ARTICLE 16 MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the management of the Employer and the direction of the working forces shall be deemed the sole and exclusive function of Employer. Such management and direction shall include, but is not limited to, the rights to:

1. Hire, lay off, demote, promote, transfer, discharge or discipline for just cause;
2. Maintain discipline;
3. Assign, schedule and delegate work;
4. Determine quality and quantity of work;
5. Maintain and improve efficiency;
6. Require observance of all regulatory requirements;

7. Direct the working force;
8. Determine the number of hours to be worked;
9. Determine the materials, means and type of services provided;
10. Determine the methods, supplies and equipment to be utilized;
11. Determine methods of compliance with federal and state regulations and laws;
12. Discontinue jobs because of valid management and economic reasons;
13. Decide employee qualifications consistent with federal and state standards;
14. Manage and administer Employer's operation; and
15. To take whatever actions are necessary in an emergency. A declared emergency is defined as an orange alert or pandemic that affects the facility or the facility employees.

ARTICLE 17 NO STRIKE OR LOCKOUT

The employees covered by this Agreement will not engage in any strike or withhold, in whole or in part, the full performance of their work duties during the life of this Agreement. The Union, its officers and agents will not encourage, sanction or support any strike or withholding in whole or in part the full performance of duties performed by members of this bargaining unit during the life of this Agreement. In the event of a violation of this Article, the Employer will warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties. Any employee who fails to return to their full duties within twenty-four (24) hours of such warning may be subject to discipline up to and including discharge. The Employer will not lock out any members of the bargaining unit during the life of this Agreement.

In the event Article 20 Government Intervention of this contract is exercised by the Employer, and agreement is not reached, the Union shall have the right to strike upon notice as required by law.

ARTICLE 18 HOSPITALIZATION INSURANCE & OTHER BENEFITS

SECTION 18.1 ELIGIBILITY: To be eligible for participation in the Employer's hospitalization insurance program the employee must work sixty (60) or more hours per pay period. Elected coverage begins on the first of the month following thirty (30) days of employment or benefits eligibility. All eligible employees shall be offered participation in the Employer's insurance program.

SECTION 18.2 AMOUNT OF CONTRIBUTION: The current plans establish flat rates for all employees. Those rates will change over time as medical insurance costs change. Future rates and plans subject to change. The employer will pay at least seventy-five percent (75%) of the single medical premium.

SECTION 18.3 DEPENDANT COVERAGE: Employees desiring dependent coverage will pay the monthly premiums for such dependent coverage.

SECTION 18.4 ADDITIONAL BENEFITS: The Employer will provide the following

benefits to all employees who are regularly scheduled to work sixty-four (64) hours or more per pay period.

Employees will be considered grandfathered for the benefits listed from #1 - #5 below that they are currently enrolled in, including the 403B match, provided the employees were hired, regularly scheduled to work the number of hours per pay period by the dates below and continue to work the same or more regularly scheduled hours per pay period.

Fifty-six (56) or more hours per pay period prior to February 1, 2013

- 1) Long Term Disability Insurance.
- 2) Group Life insurance of \$20,000 (twenty thousand). Life Insurance plan coverage amounts decrease with employee's age over 65 (sixty-five) years old.
- 3) Accident Protection Plan benefits that include payment for accidents directly to the employee(s).
- 4) Accidental death benefits of \$5,000.00 - \$15,000 depending on cause of the accident.
- 5) Dental coverage: Dental Coverage eligibility is at 60 hours or more a pay period. Employee pays the entire premium.

403B/401k: All employees are eligible to enroll in the 403B/401k on their date of hire. The Employer will match \$0.80 (eighty cents) for each dollar invested up to 5% (five percent) that the employee contributes to the 403B/401k plan for employees with one (1) or more years of service, and who work a minimum of 1000 hours during a year of employment.

ARTICLE 19 PRE-TAX BENEFIT

SECTION 19.1 - 125 PLAN: All eligible employees shall be offered participation in any pretax plan that is or may be offered by the Employer for payment of medical premiums or child care on the same basis as offered by the facility plan. An eligible employee is defined as an individual who would be covered under the program coverage provisions of the Capitol View Transitional Care Center Human Resources policies.

ARTICLE 20 GOVERNMENT INTERVENTION

In the event judicial decision is rendered or changes are made in the Federal or State statutes, rules, or interpretations thereof that substantially affect the reimbursement of the facility, the wage and fringe benefit provisions of this Agreement shall be void. Thereupon, either party may give ten (10) days written notice to the other party that both parties have agreed to enter into negotiations to establish a new agreement as to wages and fringe benefits.

ARTICLE 21 MISCELLANEOUS

SECTION 21.1 LABOR-MANAGEMENT MEETINGS: Labor-Management meetings shall be set at the discretion of the Union and Employer.

A maximum of 3 union employees will be on paid time for Labor Management Meetings.

SECTION 21.2: The Company and the Union agree to comply with all Federal and State family leave laws.

SECTION 21.3: The Company and the Union agree to comply with the Americans With Disabilities Act (ADA).

SECTION 21.4: The employer will provide a Uniform allowance of seventy (\$70) dollars for full-time employees and thirty-five (\$35) dollars for part-time employees, every six months, in February and August of each year. In-house pool employees are not eligible for uniform allowance.

ARTICLE 22 NON-DISCRIMINATION

No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement on account of race, color, creed, national origin, age, sex, marital status, familial status, sexual orientation, gender identity, status with regard to public assistance, disability, religious belief, veterans status or any other status characteristic identified and protected under federal law, state law or local law or ordinance. Sexual harassment is considered discrimination under this Article. The Employer is specifically permitted to take all actions necessary to comply with the Americans with Disabilities Act. All complaints or grievances arising under this clause shall be processed under the Employer's EEO/AA Complaint Procedure or the union grievance procedure, and/or state, federal or local administrative complaint procedures.

ARTICLE 23 TERM OF AGREEMENT

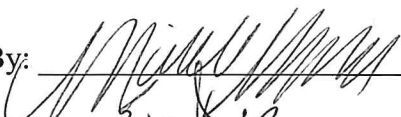
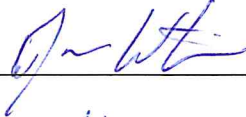
SECTION 23.1 AMENDMENTS: The parties agree that this Contract may be amended by mutual agreement of both parties, and if amended, the amendment shall be attached to the contract by addendum and signed by both parties.

SECTION 23.2 TERMINATION: This Agreement shall be effective February 1, **2024** and shall continue in full force and effect through January 31, **2026** and shall continue from year to year thereafter unless either party serves notice in writing upon the other party ninety (90) days prior to the expiration date of its desire to terminate, modify or amend the provisions of this Agreement.

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

FOR THE EMPLOYER:
CAPITOL VIEW
TRANSITIONAL CARE CENTER

FOR THE UNION:
UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1189

By: <u></u>	By: <u></u>
Title: <u>Ex Dir</u>	Title: <u>Union Representative</u>
Date: <u>3/6/2024</u>	Date: <u>3/6/24</u>

APPENDIX “A” WAGES

RN/LPN/Full and Part-time:

Effective the pay period after **2/1/2024** current regularly scheduled full-time, part-time **and IHP** RN and LPN employees will receive a **Market/Technical adjustment identified in a spreadsheet dated 1/17/2024 and made available at ratification.**

Effective the pay period after **2/1/2025** current regularly scheduled full-time, part-time **and IHP** RN and LPN employees will receive a **two percent (2%)** increase.

New hires will be placed on **2/4/2024** hiring grid.

RN/LPN/In-House Pool (IHP):

IHP nurses will be hired based on the Appendix B Hiring Grid and will receive an additional \$2.00/hour IHP differential. IHP will be eligible for evening premium, night shift premium, preceptor and charge only and will not be eligible for any other differential or additional pay.

APPENDIX “B” CREDIT FOR PREVIOUS EXPERIENCE
HIRING SCALE FOR RN’S AND LPN’S

RN and LPN hiring scale remains the same for the term of the Agreement.

Experience Hiring Grid

Effective 2/4/2024

Years of Experience	RN	LPN
(1yr = 2080 hrs)		
START	\$39.21	\$30.41
1 YEAR	\$39.55	\$30.68
2 YEARS	\$39.91	\$30.98
3 YEARS	\$40.60	\$31.55
4 YEARS	\$40.98	\$31.84
5 YEARS	\$41.33	\$32.14
6 YEARS	\$41.71	\$32.44
7 YEARS	\$42.09	\$32.74
8 YEARS	\$42.46	\$33.06
9 YEARS	\$42.85	\$33.36
10 YEARS	\$43.24	\$33.68
11 YEARS	\$43.62	\$34.00
12 YEARS	\$44.01	\$34.29
13 YEARS	\$44.41	\$34.63

Experience hiring grid for movement from an LPN to RN

Individuals with LPN experience prior to becoming an RN may receive prior experience credit based on hours of prior LPN experience (2080 hours = 1 year) as follows:

100% credit for all prior LPN experience at the CV facility

50% credit for all prior LPN experience at a hospital, long-term care facility, clinic, lab or other setting not falling in the areas noted above.

LETTER OF AGREEMENT
BY AND BETWEEN
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1189
AND
CAPITOL VIEW TRANSITIONAL CARE CENTER
Nurses Contract

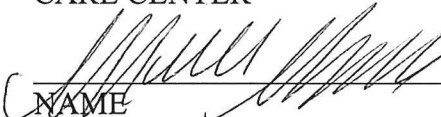
Tuition Reimbursement

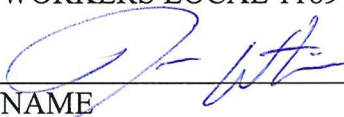
Benefit eligible (64 hours a pay period and above) Bargaining Unit employees are eligible to participate in the Capitol View Transitional Care Center Tuition Reimbursement Program on the same basis as benefits eligible non-union employees through January 31, 2026, the term of the current bargaining unit agreement.

SIGNED AND DATED THIS 17th DAY OF MARCH 2024.

FOR THE EMPLOYER
CAPITOL VIEW TRANSITIONAL
CARE CENTER

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS LOCAL 1189


NAME


NAME

3/6/2024
DATE

3/6/24
DATE