

NEW HARMONY - LPNs

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COLLECTIVE BARGAINING AGREEMENT

By and Between

NEW HARMONY CARE CENTER

and

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189

THIS AGREEMENT, made this 1st day of March, **2021** by and between the NEW HARMONY 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 licensed practical nurses and excluding supervisory employees as defined by law, administrators, registered nurses, guards, office clerical employees and temporary casual 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 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 sixty-first (61st) day following the beginning of such employment become and remain members in good standing in the Union. For the purpose of this Article 1, Section 1.2, the execution date of this Agreement shall be considered its effective date. A Union Representative will be allowed to have a fifteen (15) minute session with newly hired employees immediately following any company new hire orientation; when this is not possible, the Union Representative will be allowed to schedule a visit when the new hire (or rehire) is on the schedule if they have not met with a Union Representative.

SECTION 1.2.1 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 will be made by the Employer from the wages of the employees during each calendar month and will be transmitted to the Union. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the deduction for such month shall nevertheless be made from the first wages of adequate amount next due the employee and will thereupon be transmitted to the Union. 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 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.

SECTION 1.4 ACTIVE BALLOT CLUB:

The Employer will deduct contributions to the UFCW Active Ballot Club from the wages of any employee who voluntarily provides the Employer with a written authorization. The Employer will send all such deductions to the Union. The Employer is not responsible for the management of administration of the Club or decision on Club expenditures.

SECTION 1.4 VISITATION:

Representatives of the Union may visit the facility premises for the purpose of discussing grievances and other Union matters with the employees. Care shall be taken so there will be no disturbance to patients of the home or interruption in providing care to said patients.

SECTION 1.5 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, religious creed, national origin, age, sex or handicap.

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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 (60) 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 (60) hours in a two (2) week work period.

SECTION 2.3 CASUAL:

Casual employees” do not pay union dues and are thus not covered by the union contract. Employees who request to move from regularly scheduled to “casual” status start over on their seniority status. As part of this status change, the employee has ended their regularly scheduled position, so PTO is also handled as if the employee has terminated.

SECTION 2.4 SUMMER REPLACEMENTS:

An employee who may be hired for the one hundred twenty (120) days during the period of May 1, through September 30 of any year. This employee may be terminated at any time. Further said employee will not join the Union unless he or she is kept past the September 30<sup>th</sup> date and will become a member of the Union in October.

ARTICLE 3 - SCHEDULING AND OVERTIME

SECTION 3.1 BASIC WORK PERIOD:

A work period shall consist of two (2) weeks, fourteen (14) days beginning with the start of the 7:00a.m. shift on Sunday and ending with the close of the 11:00p.m. shift on Saturday two weeks later. 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 work day shall consist of eight (8) hours.

Schedules shall provide employees with twelve (12) hours rest between shifts, except in cases of emergency, or where such break time cannot be given as a result of the use of rotating schedules.

SECTION 3.2.1 POSTING:

Work schedules will be posted in ink at least one (1) week 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 his/her place of residence. 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.

SECTION 3.2.2 ON-CALL LIST:

The on-call list will be posted Mondays. Employees wishing to pick-up available shifts must sign up by noon the Wednesday following the posting. Those signing up after these times will be placed at the bottom of the on-call list. The Employer will call those employees in order of seniority first calling those employees who are available to work additional hours without overtime, and then calling the balance of the list in the order of seniority.

SECTION 3.2.3 CONSISTENT SCHEDULES:

It is the goal of both the Union and the Employer to develop consistent schedules taking into consideration employee requests for vacations and days off and the Employers need to efficiently and effectively run the facility.

SECTION 3.3.1 WEEKENDS:

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.

SECTION 3.3.2 WEEKENDS ONE IN THREE:

The Employer will make every effort to allow employees with ten (10) or more years of service to be scheduled one (1) out of three (3) weekends. To be able to do so the Employer must be fully staffed. Fully staffed is defined for purposes of this Section as no overtime, pool usage or other premiums being required to be paid. (Refer to the Letter of Understanding, item number 3 at the back of this Contract).

SECTION 3.4.1 GUARANTEED MINIMUM HOURS:

An employee reporting for work at his/her regular scheduled starting time who has not been previously notified not to report for work shall receive a minimum of four (4) hours work that day or four (4) hours straight time in lieu thereof.

SECTION 3.4.2 EMPLOYEES CALLED IN:

Employees who are called in for work outside their scheduled shifts shall receive a minimum of four (4) hours pay or actual hours worked, whichever is greater, at the rate of their regular position or the rate of the position they are called in to fill, whichever is greater.

SECTION 3.4.3 SHORT SHIFT CALL-INS:

If an employee is called in to replace a shift that is normally scheduled less than 4 hours, the employee will receive pay for the number of hours for which the shift was scheduled.

SECTION 3.5 OVERTIME:

Overtime pay shall be one and one half (1 ½) times the regular rate of pay. All employees shall be paid overtime pay for all hours over eight (8) hours per day, or eighty (80) hours in a two (2) week work period. Overtime payments shall not be pyramided.

All overtime hours are to be offered on a seniority basis with the most senior employee to be offered the overtime hours first. Licensed Practical Nurse employees willing to work overtime hours will have the ability to work three (3) overtime shifts each by seniority. If any additional overtime hours are available, each shift will be rotated equally, by seniority. Employees are expected to work their schedule in addition to picking up additional hours.

When a holiday falls in the basic work period, the time paid for but not worked shall be considered as time worked for the purpose of computing overtime, except in the case of consecutive days worked.

SECTION 3.6.1 CONSECUTIVE DAYS:

Employees shall not be scheduled to work more than six (6) consecutive days unless overtime is paid for work in excess of such six (6) consecutive days, except in instances where employees provide written requests for extended schedules beyond the six (6) consecutive working days. This written request must be filled out at each incident and is entirely voluntary by the employee.

SECTION 3.6.2 CONSECUTIVE DAYS:

When an employee picks up additional hours (not more than eight [8] hours in a day or over eighty [80] hours in a pay period) which results in a schedule of more than **five (5)** consecutive days in a row, the **sixth consecutive** day picked up will be paid at time and one half. However, the next day scheduled shall begin a new cycle of consecutive days. If the six (6) consecutive days in a row is interrupted by a sick call, the employee will not receive overtime for the day picked up.

SECTION 3.7 SHIFT CHANGE:

Employees shall have the right to request in writing any available shift. These requests shall be granted in accordance with seniority, and as available.

ARTICLE 4 - AVAILABLE HOURS

SECTION 4.1 JOB VACANCY AND PERMANENT HOURS POSTING:

In the event of a job vacancy or permanent available hours, the job vacancy or hours that become available shall be posted on an appropriate bulletin board for a period of at least seven (7) days before being permanently filled by the process set forth below, except as provided for in Article 16, number 12.

SECTION 4.2 FILLING JOB VACANCIES:

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:

1. The most senior employee within the department where the position or the hours occur.
2. If no employee in the department bids, the Employer shall then select the most senior employee from within the bargaining unit making application for the position, providing they have the proper licensing for the position.

SECTION 4.3 PERMANENT HOURS BIDDING:

Any employee working less than eighty (80) hours in a work period shall have the right to sign the posting and be considered for the hours available, by seniority, within the provisions 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.

SECTION 4.4 SPECIAL PROBATION PERIOD:

Any employee selected from the bargaining unit to fill a posted position shall have a sixty (60) day probationary period to achieve proficiency. An additional thirty (30) days may be added when his/her abilities are in question. Should the employee fail to make the transition, he/she shall have the right to move back to his/her previous position and hours. In either case an employee will retain

his/her original date of hire as his/her seniority date.

#### SECTION 4.5 TEMPORARY REPLACEMENTS:

1. Temporary replacements of hours shall be on a seniority basis as per Article 3, Section 3.2.2. Should the employee refuse to report to work on five (5) consecutive occasions, he/she will be removed from the list. In the event call ins do not fill the work force, the Employer shall have the right, by reverse seniority, to call in employees as needed.

2. In the event an employee develops a pattern of “giving away” an average of one (1) or more scheduled shifts per pay period, over the course of a calendar quarter, the Employer reserves the right to reduce that employee’s regularly scheduled hours to their average number of shifts actually worked. The remaining hours would be awarded based on seniority as outlined in Section 4.3 Permanent Hours Bidding.

### ARTICLE 5 - PAY STANDARDS

#### SECTION 5.1 PAY PERIODS:

Employees shall be paid every other **Friday, effective with the 2021 New Harmony Kronos payroll system implementation.** In the event of an error in the paycheck which represents a shortage in pay equivalent to a full shift, and hardship is thereby encountered by the employee, the Employer agrees to rectify the error by issuance of a separate check or advancement of the amount in error, if it is so requested by the employee and if such request is made by the employee within twenty-four (24) hours of the receipt of pay. Otherwise rectification may be made on the following paycheck.

#### SECTION 5.2 STARTING RATE:

The starting rate provided in this Agreement shall be applicable upon completion of the employee's probationary period as provided in Article 7 Section 7.5. Upon completion of said probationary period, length of service increments shall be computed from the beginning date of employment.

#### SECTION 5.3 PAST EXPERIENCE:

Employees who have worked for other nursing homes shall receive credit for their prior experience, provided they have not been out of the industry for more than three years, for the purpose of determining the appropriate wage scale giving **1560** hours of credit for each 2080 hours worked. Management reserves the right to compensate appropriately for specialized skills.

#### SECTION 5.4 OVER SCALE:

Any employee receiving more than the contract rate of pay shall receive an increase in the amount equal to the applicable increase on the progression scale in which he/she would be presently covered, each date of the contract increases as provided in Appendix A of this Agreement.

#### SECTION 5.5 RETROACTIVE PAY:

An employee who quits or who has been terminated prior to the execution of this Agreement shall receive any increase provided herein if written request is made by such employee to the Employer within ninety (90) days of the date this Agreement is signed.

SECTION 5.6 WAGE RATE:

The minimum rates of pay are contained in Appendix A attached to and made a part of this Agreement.

SECTION 5.7 NEW CLASSIFICATIONS:

If any new classifications are instituted, the rate of pay shall be negotiated at that time.

SECTION 5.8 DIRECT DEPOSIT:

The Employer will make available to the employees, as soon as practicable, a system of direct deposit and automatic payroll deduction

ARTICLE 6 - HOLIDAYS

SECTION 6.1 HOLIDAYS DEFINED:

The following days shall be considered holidays: New Year's Day, Easter Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day, and one (1) Floating Holiday to be celebrated annually. Only those employees working sixty-four (64) hours, or more in a two (2) week work period are entitled to the Floating Holiday annually after their first anniversary. Time and one-half (1 ½) will be paid for the Christmas Eve shift – 3:00p.m. – 11:00p.m. The New Year's Day holiday will begin with the 3:00p.m. shift on New Year's Eve and end with the conclusion of the day shift New Year's Day.

SECTION 6.2 HOLIDAY SCHEDULING:

The Employer shall post the schedule of holidays to be worked for the Thanksgiving Christmas, and New Year's holidays by October 15<sup>TH</sup>.

Each employee will be designated as an "A" or "B". "A" employees will be scheduled for three (3) holidays and "B" employees will be scheduled for three (3). The next year "A" employees will be scheduled for the three (3) Holidays and "B" employees will be scheduled for three (3) Holidays.

Employees scheduled for under "A" holidays will be scheduled to work the following holidays: Fourth of July, Thanksgiving Day, and New Year's Day. Employees scheduled under "B" holidays will be scheduled to work the following holidays: Memorial Day, Labor Day, and Christmas Day. (Refer to the Letter of Understanding, Item number 2 at the back of this Contract). However, management reserves the right to move to the holiday scheduling as described above if the staffing plan in the Letter of Understanding (item #2) becomes unworkable.

Employees shall have the right to request to work their normal schedule during work periods in which the above listed holidays occur. If an employee so requests, the employee shall be paid for all days worked in addition to their holiday pay. Example: employee requests to work their normal ten (10) day in the work period, one of which is the holiday. The employee shall be paid for eleven (11) days at straight time. In addition, holiday scheduling will be done by seniority and shift (continuing current practice).



SECTION 6.3.1 HOLIDAY PAY:

Full-time employees working on any of the above holidays will receive their regular rate of pay for all such time worked and in addition will receive eight (8) hours of holiday pay at their straight time rate of pay for each hour worked with the minimum being eight (8) hours. Full-time employees who do not work on the designated holidays will receive eight (8) hours of pay at their regular straight time rate of pay as holiday pay. Full-time employees who are scheduled to work on a holiday but who do not work on a holiday shall not receive holiday pay, except in cases of excused absence or illness where satisfactory proof of such illness is furnished by the employee

Part-time employees will receive their regular rate of pay for hours worked on a holiday plus holiday pay at their regular straight time rate of pay for the number of hours actually worked on a holiday. Part-time employees who do not work on a holiday shall not receive holiday pay.

For payment of Holiday time, full-time employees are regularly scheduled individuals who average sixty-four (64) or more hours per pay period based on the prior calendar quarter or newly hired employees who have worked less than a full quarter and were hired for sixty-four (64) or more regularly scheduled hours per pay period.

SECTION 6.3.2 64 HOUR QUALIFICATION:

Employees who work an average of 64 hours a pay period in any calendar quarter shall be classified as full-time for holiday pay the following calendar quarter. For the purpose of this section, calendar quarters shall be defined as (January, February, March), (April, May, June), (July, August, September) and (October, November, December). Hours paid but not worked shall be counted as time worked for the purpose of this provision.

ARTICLE 7 - SENIORITY

SECTION 7.1 SENIORITY DEFINED:

Seniority is the length of continuous employment of an employee while working under the jurisdiction of this Agreement.

SECTION 7.2 PERMANENT HOURS REDUCTION:

Defined as a period of two (2) weeks or longer.

A. Employees may volunteer to take a permanent reduction. Employees who volunteer may request hours to be returned upon two week written notice to the Employer.

B. If not enough volunteers are available, permanent hours reductions will be done by seniority as defined in 7.1. More senior employees can only bump less senior employees within their own position or within a position in which they have worked or been trained in the last year, or in any position in which they can demonstrate proficiency with sixteen or fewer hours of training.

SECTION 7.3.1 TEMPORARY HOURS REDUCTION:

Hours reductions necessary due to census changes on a day to day basis shall be accomplished as follows:

- A. Not replacing sick calls or no shows.
- B. Volunteers.
- C. By inverse seniority, employees who picked up hours on the shift affected.
- D. The least senior employee scheduled on the affected shift. The least senior LPN on the affected shift shall have the option to bump to other shifts in which they have worked or been trained in the last year, or in any shift in which they can demonstrate proficiency with sixteen or fewer hours of training.

SECTION 7.3.2 BENEFITS:

Employees who volunteer for a reduction in hours will have lost hours counted for purposes of PTO, holidays, insurance and wage progressions.

SECTION 7.3.3 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 10:00 PM the night before, the PM shift by 10:00 AM the day affected, and the night shift by 4:00 PM the day affected.

SECTION 7.4 RECALLS:

Hours recalls from any permanent or temporary reductions shall be by seniority as hours become available in their original position, in any position in which they have worked or been trained in the last year, or in any position in which they can demonstrate proficiency with sixteen or fewer hours of training.

Employees who have been laid off must return to work in their original departments if 50% or more of their original hours are made available. Employees choosing not to return when given such an offer will be considered as having voluntarily resigned. Employees must have worked within the last twelve (12) month period to be eligible for recall.

SECTION 7.5 PROBATIONARY PERIOD:

Employees shall be probationary employees for the first sixty (60) days of employment and during such period may be discharged by the Employer with or without cause without the same causing a breach of this contract or constituting a grievance hereunder. The Union will grant a thirty (30) day extension of the probationary period in individual cases if requested by the Employer.

SECTION 7.6 SENIORITY DISAGREEMENTS: Any controversy over the right to bid on a job, the selection of the person, the seniority or the qualification of the employee who is claiming the job or hours involved, shall be subject to adjustment, settlement and/or arbitration under Article 9 of this Agreement.

## 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 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.

### SECTION 8.2 RESIGNATIONS:

Employees covered by this Contract electing to resign or quit their employment will give the Employer two (2) week's written notice and shall continue in the Employer's service during this two (2) week period, with the exception that the employee may leave sooner when competent replacement can be made by the Employer. The Employer is to furnish printed forms for such resignation. Employees who terminate their employment without giving the Employer the required notice or leave their employment before the end of the two (2) week period shall forfeit all vacation pay or other benefits to which such employee may be entitled, except wages earned through the date of his last employment. 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.

### SECTION 8.3 FAILURE TO REPORT TO WORK:

1. Employees on the day and night shift should give their employer a minimum of two (2) hours whenever possible when unable to fill a scheduled shift. Employees working on the PM (afternoon) shift should notify the employer by 10:00a.m. whenever possible.
2. Employees when notifying the facility of their inability to fill a schedule must talk to their immediate supervisor or nursing supervisor on duty and will provide a reason for the call-in.
3. An employee who fails to report to work for a scheduled shift has 24 hours to notify the Home as to why they could not be there, or the home may terminate them.

## 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.

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 seven (7) 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) 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 bypass Step 3 and proceed to Section 9.2, Arbitration.

#### SECTION 9.2 DEMAND FOR ARBITRATION:

If the grievance is not resolved in Step 2 or Step 3, either party 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 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 Bureau of Mediation 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 FINAL AWARD:

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.

#### 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

SECTION 10.1. PTO.

PTO is designed to provide compensation at an employee's regular rate of pay for days away from the job for vacations, sick leave, personal illness, family illness, or any other pre-approved reason. This is the exclusive manner in which employees may be paid for time not worked unless accounted for in other parts of this Agreement. Unpaid time off will only be considered for approved use after all eligible PTO has been used.

Employees with PTO available will be given priority for time-off requests prior to requests for unpaid time-off.

SECTION 10.1.1. PTO PAYMENT.:

All PTO shall be paid for at the employee's regular straight time rate of pay. Employees shall receive their PTO pay through the normal paycheck schedule at the time they take PTO.

SECTION 10.2. PTO ACCRUAL:

Employees earn PTO on an hourly basis at rates based on their length of service with the Employer. PTO accrual is calculated from the date of hire, but may not be used until after six (6) months of continuous employment. Following six (6) months of continuous employment, PTO is available to be used as it accrues.

PTO available will not exceed the maximum PTO Earned Per 2080 Hours Paid calculation plus one hundred (100) hours. Once the PTO limit is reached, no additional PTO will be earned until hours are used or cashed in, bringing the hours available below the limit.

SECTION 10.2.1. CALCULATION OF ACCRUED PTO:

PTO will be earned at the rates below, based on length of service with the Employer. PTO will be computed based on hours paid to the Employee.

SECTION 10.2.2. LPN PTO ACCRUAL:

Years of Service Completed	Calculation Factor	Approx. Hours Paid To Earn 1 Hour PTO	Number of Working Weekends Available as PTO	PTO Earned per 2080 Hours Paid
0	.0856	11.7	1	178
2	.1048	9.5	2	218
4	.1125	8.9	2	234
7	.1163	8.6	3	242
9	.1240	8	4	258
19	.1432	7	4	298

SECTION 10.3. PTO USAGE.

PTO will be paid out in increments of complete shifts, 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 in the midst of a shift or in the event the employer asks for volunteers to leave early as a result of low census.

PTO must be pre-requested except in cases of personal or family illness.

SECTION 10.3.1. PTO CASH-IN:

After one (1) year of service an employee may cash-in up to sixteen (16) days per anniversary year. This cash-in shall be limited to thirty-two (32) hours maximum per quarter. For the purpose of this Section, calendar quarters shall be defined as (January, February, March), (April, May, June), (July, August, September) and (October, November, December).

SECTION 10.3.2. TERMINATION:

Upon termination of employment, employees with one (1) year or more of service who give two (2) weeks written notice will be entitled to a pay-out of 75% of the PTO in their bank.

SECTION 10.4. PTO SCHEDULING:

PTO may be taken at any mutually agreeable time during the year. For the purpose of scheduling annual vacations, PTO requests for the year shall be submitted between January 1<sup>st</sup> and January 31<sup>st</sup> of each year. These requests will be assigned on a seniority basis. Employees may request scheduled weekends off as PTO in the amounts listed in 10.2.2 and 10.2.3 to a maximum of four weekends off per calendar year.

The approved PTO requests shall be posted in each department by February 15<sup>th</sup>. Changes in the approved requests shall be by mutual agreement. After January 31<sup>st</sup>, conflicting PTO requests shall be resolved on a first come, first served basis.

Requests for PTO submitted after February 15<sup>th</sup> shall be approved or denied within seven (7) days.

SECTION 10.5 PTO CONVERSION & STDA:

Employees who currently have sick leave will have all hours put into a short-term disability account (STDA). Under the PTO system the criteria for accessing this account will be as follows:

1. On the first day of any in-patient hospitalization.
2. Following the third (3<sup>rd</sup>) consecutive workday missed due to any illness/injury or upon qualification for a Family/Medical Leave.

Vacation or sick pay earned and accrued after the date of this Agreement will be put into the new PTO account.

SECTION 10.6. REHIRED EMPLOYEES:

An employee whose employment is terminated and who is subsequently rehired by the Employer shall have the same status as a new hire for purposes of PTO accrual and seniority.

SECTION 10.7. REQUIRED NOTICE OF ILLNESS.

The Employer may require evidence of illness or injury from a physician when the Employer deems necessary.

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.

SECTION 11.2 MEAL PERIODS:

Lunch breaks of no less than one-half (½) hour duration shall be scheduled at appropriate times during the work shift and in consideration of the appropriate time of the day. Lunch breaks shall not be considered as time worked and employees may leave the premises while on their lunch break.

ARTICLE 12 - LEAVES OF ABSENCE

SECTION 12.1 JURY DUTY:

Any employee who is called to serve on jury duty shall be paid for actual hours worked for the Employer. If this pay, together with his/her jury duty pay, does not equal his/her regular weekly pay, the Employer will make up the difference for a maximum period of three (3) weeks, provided the employee works such hours as he/she is available during the hours when Court is not in session. An employee receiving full pay from his/her Employer while serving on a jury will be required to submit to his/her Employer the jury duty pay for the period he/she served on the jury, not to exceed three (3) weeks.

SECTION 12.2 MEDICAL LEAVES:

A leave of absence of up to six (6) months shall be granted to employees with six (6) months of service who are unable to work because of illness or injury. For the purpose of this Article pregnancy shall be considered an illness. An employee who is out on an extended medical leave of absence shall provide the facility with adequate notice of their intended return to work. Upon the Employer's request the employee shall furnish the Employer with a physician's report certifying that she/he is capable of returning to work. Said employee shall be guaranteed their same shift, hours and job classification.

Under this Article the FMLA shall first be utilized. If an employee needs additional medical leave beyond FMLA or did not qualify for FMLA, medical leave would be granted up to a combined maximum of six (6) months of leave per rolling twelve (12) months.

Employees on an FMLA absence will be required to use accrued and available PTO and STDA time. For employees who use all available PTO, but who have a previously scheduled and approved vacation, the Employer will permit the Employee to take the previously scheduled and approved vacation on an unpaid basis.

SECTION 12.3 FUNERAL LEAVE:

A leave of absence of up to three (3) days without loss of pay shall be granted in case of death in the immediate family (parents, grandparents, grandchildren, spouse, parents of the employee's spouse, children, brothers, and sisters). Current Step-family or Great (example: grandparent) relationships are treated in the same manner as other relationships previously stated in the agreement. Such leave shall be the day of the funeral and the days before and after unless different days are agreed to between the employee and the Employer. The employee must attend the funeral in order to receive funeral leave.

In the case of death of a spouse, funeral leave of up to four (4) consecutive days shall be granted. Such leave shall include the day of death through the second (2nd) day following the funeral and is intended to provide pay only for actual days of work lost by reason of such leave.

SECTION 12.4.1 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 12.4.2 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 his/her former schedule of hours and duty assignment at the end of the leave.

SECTION 12.5 ANNIVERSARY DATE:

Any leave of absence provided in this Article does not change the anniversary employment date.

SECTION 12.6 LEAVE OF ABSENCE APPROVAL:

Failure to provide appropriate and timely documentation to the employer related to a request for a Leave of Absence will result in denial of the leave. Absence from work without an approved leave will be considered a voluntary resignation.

SECTION 12.6.1 LEAVE OF ABSENCE RETURN APPROVAL:

Should an employee notify their employer of an adjusted date of return from leave and that date falls during the schedule period that is posted, said employee shall be returned to their prior schedule at the beginning of the next posting period. Employees may be allowed to pick up available shifts during this time. Notification of the desire to return must include written notice of any restrictions. An interactive process will occur to determine if the employer can accommodate any restrictions.



### 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 provided 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 his 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.

Further, 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 violative 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 or state law, 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 nursing home rules and regulations;
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 affecting nursing homes;
12. discontinue jobs because of valid management and economic reasons;
13. decide employee qualifications consistent with federal and state standards; and
14. manage and administer Employer's operation.

#### ARTICLE 17 - NO STRIKE OR LOCKOUT

There shall be no strike, work stoppage, picketing or lockout during the term of this Agreement.

In the event Article 22 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 - PICKET LINE RECOGNITION

It shall not be considered a violation of this Agreement for an employee to refuse to cross the picket line of a legally striking Union.

## ARTICLE 19 - HOSPITALIZATION INSURANCE

### SECTION 19.1

The Employer will offer single and family health and dental insurance to full-time employees covered by this Agreement under the same terms and with the same terms and with the same coverage, eligibility requirements, deductibles, Employer contributions, limits on the Employer's contributions, carriers, premiums, enrollment periods and other aspects of plans as Employer offers to other Cassia hourly paid employees. For plan year January 1, 2022, New Harmony will ensure that any health insurance premium increase passed along to employees equate to no more than 20% of the increase.

### SECTION 19.2

The Employer shall have the right to amend its health insurance, including deductibles, Employer contributions, limits on the Employer's contributions, carriers, premiums, enrollment periods, and other aspects of the plans, provided any such amendments are also applicable to other Employer hourly employees. The Employer agrees to give the Union and employees notice in advance of any such changes, but shall not be obligated to bargain with the Union regarding any such changes.

### SECTION 19.3

The Employer agrees to absorb the premium increase(s) for the 2021 plan year.

### SECTION 19.4 EMPLOYEE ASSISTANCE PROGRAM:

The Employer will provide all employees covered by this Collective Bargaining Agreement with an Employer Assistance Program. The terms and conditions of said plan will be distributed to the employees. This will be at no cost to the employees.

## ARTICLE 20 - PRE-TAX BENEFIT

### SECTION 20.1 125 PLAN:

The Employer will provide a pretax medical and childcare plan for employees.

### SECTION 20.2 RETIREMENT:

The Employer will provide a Retirement Plan for employees.

The Employer will match **100%** of the employees contribution up to a maximum employee contribution of **2%** which would equal a maximum contribution by the Employer of **2%**. Employees may contribute more than the **2%** on a non-matching basis up to the amount allowed under the approved plan filed with the IRS.

Employees after one year shall vest 25% of the employer match each year provided they work 1000 hours or more in the year(s). All employees are 100% vested on any and all contributions they make to the plan immediately.

In order to be eligible for participation in employer matching contributions in the **retirement** plan, an employee must work **1000 hours in a calendar year**. Voluntary contributions may be made by any full or part-time employee from their first day of employment.

SECTION 20.3 LIFE INSURANCE:

The Employer will at the earliest possible date provide all employees who work sixty (60) hours per pay period and are covered under the Collective Bargaining Agreement with a Term Life Insurance policy. This policy shall be fully paid by the Employer and the amount of coverage shall be equal to one half times each employees annual salary. The employer may make additional life insurance available to employees and their families on a pre-tax basis.

ARTICLE 21 - UNIFORM ALLOWANCE

The hourly uniform allowance will be seven cents (\$0.07) per hour (including all hours paid for but not worked) and shall be paid not less often than once every six (6) months.

ARTICLE 22 - GOVERNMENT INTERVENTION

The wage and fringe benefit provisions contained in this Agreement shall be and remain effective only so long as the reimbursement formula for patients receiving public assistance shall remain at or above the amount in effect on January 1, 2002, and such amounts continue to be paid by the Minnesota Department of Human Services to the Employer for nursing home care for said patients.

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 23 - MISCELLANEOUS

SECTION 23.1 LABOR MANAGEMENT MEETINGS:

The Company and the Union will form a committee to discuss operations at the facility. The goal of this committee will be to look at employee ideas, discuss them, and incorporate them in the facility whenever possible.

SECTION 23.2 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 23.3 JOB TRAINING:

Cost of any off the job training which may be required by the Employer shall be paid for by the Employer.

SECTION 23.3.2 LPN CEU'S:

The Employer will provide six (6) continuing Educational Units (CEU's) per year.

SECTION 23.4 TUITION REIMBURSEMENT FOR NURSING PROGRAM:

The Employer will reimburse employees who wish to complete a program leading to a two year Registered Nurse Degree for tuition expenses upon successful completion of each course. (Tuition expenses do not include books, activity fees, etc.) The employee shall be obligated to reimburse the employer if the employee does not obtain a license as a nurse within three (3) years and the employee does not remain employed for three years following the completion of the program. The Employer may approve requests for tuition reimbursement for up to two employees enrolled in an RN or LPN degree program.

Requests for tuition reimbursement must be submitted to the administrator prior the commencement of each course. The Employer reserves the right to approve the program or institution requested.

SECTION 23.5:

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

SECTION 23.6:

The Company and the Union agree to comply with the American Disabilities Act (ADA).

ARTICLE 24- TERM OF AGREEMENT

SECTION 24.1 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 24.2 TERMINATION:

This Agreement shall be effective from the date hereof, except as otherwise specifically provided and shall continue in full force and effect through **February 29, 2024** 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.

SECTION 24.3 CONTRACT REOPENER:

The contract may be reopened on February 28, 2023 for "wages and benefits" in the event the state of Minnesota allocates money earmarked for wages and other compensation related expenses. Notice may be served using the criteria in 24.2.

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

FOR THE EMPLOYER:  
NEW HARMONY CARE CENTER

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

By: Becky Holmgren

By: [Signature]

Title: Administrator

Title: NORTHERN DIRECTOR

Date: 3/15/2021

Date: 3/15/21

LETTER OF UNDERSTANDING  
for SELECTED LPN ISSUES

ISSUE #1) Summer Holidays:

For the 3 summer holidays (Memorial Day, 4th of July and Labor Day) employees shall be scheduled for one. If it is necessary to schedule an employee(s) for more than one holiday, the least senior employee(s) shall be the person(s) required to work, rotating up through the seniority list. Once the least senior employee(s) has worked an additional holiday they will be moved to the end of the holiday call-in list.

Thanksgiving, Christmas and New Year's:

An employee shall be scheduled one of these holidays. Further, the employer shall use its' best efforts to rotate an employee through these three holidays so an employee is not scheduled to work the same holiday each year. If it is necessary to schedule employee(s) for more than one holiday, the least senior employee(s) shall be the person(s) required to work, rotating up through the seniority list. Once the least senior employee(s) has worked an additional holiday they will be moved to the end of the holiday call-in list.

Easter Sunday:

The scheduling of Easter shall be on an employee's normal rotation of weekend work.

Management has the right to move to the holiday scheduling described in Section 6.2 of the Contract should the staffing plan in this Letter of Understanding be unworkable.

ISSUE #2)

It is understood between the Employer and the Union that Management has no intention to replace LPN's with RN's for the purpose of eliminating LPN jobs. Decisions regarding job assignments will be made (as they always have been) according to, governmental and 3rd party payer requirements, the needs of the patients, and the ability of the employer to provide the best possible care at the lowest reasonable cost. This Letter of Understanding does not prohibit the facility from taking steps to adjust to market conditions.

ISSUE #3)

The LPN's shall continue to be scheduled one (1) weekend in three (3) as they have in the past. Management has the right to move to the language in Section 3.3.1 should the current practice prove to be unworkable.

Any controversy over this issue shall be subject to adjustment, settlement and/or arbitration under Article 9 of this Agreement.

SIGNED THIS 15<sup>th</sup> DAY OF March 2021.

FOR THE EMPLOYER:

NEW HARMONY CARE CENTER

Becky Holmgren  
Name

Administrator  
Title

FOR THE UNION:

UFCW LOCAL 1189

Joe C. Jangroo  
Name

NORTHERN DIRECTOR  
Title



APPENDIX A - SCHEDULE OF WAGES

Effective the first full pay period in July 2018.

Full-time or Part-time LPN

Effective	Current	6/6/21	7/3/22	2/28/23
Hire	\$22.28	\$23.17	\$23.87	Wage
1 Year	\$22.61	\$23.51	\$24.22	Reopener
2 Years	\$23.36	\$24.29	\$25.02	
3 Years	\$24.12	\$25.08	\$25.83	
4 Years	\$24.87	\$25.86	\$26.64	
5 years	\$25.62	\$26.64	\$27.44	
6 Years	\$26.38	\$27.44	\$28.26	
Overscale	\$27.49	\$28.59	\$29.45	

An LPN designated as "House Supervisor" shall be paid an additional \$1.00 per hour for all hours worked as "House Supervisor".

In scale employees who have completed six (6) years of service will move to the overscale rate.

ORIENTATING PREMIUM:

\$1.00 per hour extra will be paid to employees for the hours that they perform these duties.

NIGHT SHIFT PREMIUM:

LPN premium \$2.00 per hour.

Employees who are not consistent with a wage listed on the scale will be raised to the next higher step on their next anniversary.

WORKER'S COMPENSATION EXCEPTION:

The Employer may pay lower than the wage scales listed above when an employee performs temporary non-bargaining unit work due to a work related injury.

LPN employee shall progress from their current anniversary date in accordance with the schedule listed above. It shall be considered experience when someone is placed in a specific progression schedule and that employee, on his/her anniversary date shall receive the next progression scale.

SIGNED AND DATED THIS 15<sup>th</sup> DAY OF March 2021.

FOR THE EMPLOYER:

Becky Holmgren  
Name

Administrator 3/15/2021  
Title Date

FOR THE UNION:

Alex Wangmo  
Name

NORTHERN DIRECTOR 3/15/21  
Title Date

Letter of Agreement  
By and Between  
UFCW Local 1189  
and  
New Harmony Care Center (LPN's)

Schedules shall be posted a minimum of one (1) week in advance of employee's scheduled work. A system of blocking scheduling shall be utilized providing employees with permanent days off. The employer shall not change the shift of any employee in an arbitrary or capricious manner, and in not event, without the consent of the employee affected. In the event of block scheduling changes, the changes should be accomplished by reverse seniority order.

Renaming, Relocation, Successorship and Assigns

This Agreement shall insure to the benefit of the parties and their successors and assigns. In the event the Employer moves its New Harmony facility to a new city or location and/or changes its name, the Employer agrees the recognition clause shall be modified to reflect such changed information.

FOR THE EMPLOYER  
NEW HARMONY CARE CENTER  
LPN'S

Becky Holmgren  
NAME

3/15/2021  
DATE

FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS LOCAL 1189

[Signature]  
NAME

3/15/21  
DATE

gf/opciu #12

Letter of Understanding  
By and Between  
UFCW Local 1189  
And  
New Harmony Care Center (LPN)

The Employer agrees to meet with the Union in the Spring when more is known about the Kronos online scheduling system. The intent will be to maintain the general approach but change language to reflect new technology regarding SECTION 3.2.1: POSTING and SECTION 3.2.2: ON-CALL LIST.

FOR THE EMPLOYER  
NEW HARMONY CARE CENTER  
LPN'S

Becky Holmgren  
NAME

3/15/2021  
DATE

FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS LOCAL 1189

Abe Gonzalez  
NAME

3/15/21  
DATE

gf/opeiu #12