

FRANCISCAN HEALTH CENTER
And
UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 1189

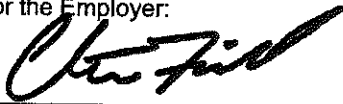
Letter of Understanding – 12/28/2021
State Fiscal Relief Fund (ARPA) Emergency Grants to Nursing Facilities

The Employer and the Union are parties to a written collective bargaining agreement (CBA) in effect from October 1, 2021 to September 30, 2024. The parties agree to amend the CBA as follows regarding a State Fiscal Relief Fund (ARPA) emergency grant received on or around January 4 of 2022 for nursing facilities staffing shortages.

1. The Employer intends to use at least 90% of the ARPA funds received for retention and recruitment financial incentives to all facility employees (including bargaining unit, non-bargaining unit, non-exempt, and exempt) during the 90-day window starting January 4, 2022. For non-exempt employees, including members of this bargaining unit, the incentives will be in the form of a per-hour pay differential in the same amount for all employees (regardless of job classification, seniority, or any other factor) for all scheduled hours worked during the 90-day window.
2. The per-hour pay differential will be calculated based on all scheduled hours within the 90-day window for all facility employees (including bargaining unit, non-bargaining unit, non-exempt, and exempt). The per-hour pay differential will be calculated after allowing for FICA, Medicare taxes, worker's compensation premiums and federal and state unemployment insurance associated with the per-hour pay differential. The per-hour pay differential may be adjusted during the last two pay periods of the 90-day window to ensure that at least 90% of the ARPA funds are spent.
3. To be eligible to receive the per-hour pay differential, bargaining unit members must have provided to the care center proof of covid vaccination or otherwise been approved for a medical or religious exemption; and, must be working on-site in the facility.
4. Upon ending of the 90-day window, the per-hour pay differential will cease.
5. In the event of any conflict between (a) the language of this Letter of Understanding and (b) the terms and conditions of the ARPA grant and the regulations and guidance related thereto, the language of (b) shall prevail.
6. The funding for the Employer's financial obligations described in this Letter of Understanding shall come solely from the ARPA grant. The Employer need not fund any part of said obligations from any other source. Nor will the Employer be responsible for any changes made by public authorities as to the timing, amount, terms, or conditions of the ARPA grant.

This Letter of Understanding shall be considered part of the CBA as fully set forth in the CBA.

For the Employer:



Signature

12/28/2021

Date

For the Union:



Signature

29 Dec 21

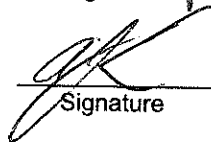
Date



Signature

12-28-2021

Date



Signature

12/29/21

Date