

INDEX
SERVICE & MAINTENANCE
January 1, 2021 – December 31, 2022

| <u>ARTICLE</u> | <u>TITLE</u> | <u>PAGE</u> |
|----------------|--|-------------|
| | Table of Contents | |
| ARTICLE 1 - | RECOGNITION OF UNION | 2 |
| ARTICLE 2 - | CLASSIFICATION OF EMPLOYEES | 4 |
| ARTICLE 3 - | PAY PERIODS..... | 4 |
| ARTICLE 4 - | HOURS OF WORK | 4 |
| ARTICLE 5 - | MINIMUM SCHEDULE OF WAGES | 6 |
| ARTICLE 6 - | HOLIDAYS | 7 |
| ARTICLE 7 - | SENIORITY | 8 |
| ARTICLE 8 - | TERMINATION OF EMPLOYMENT..... | 11 |
| ARTICLE 9 - | GRIEVANCE AND ARBITRATION PROCEDURE..... | 12 |
| ARTICLE 10 - | PAID TIME OFF (P.T.O.)..... | 13 |
| ARTICLE 11 - | REST PERIODS AND LUNCH PERIODS..... | 15 |
| ARTICLE 12 - | SICK LEAVE | 15 |
| ARTICLE 13 - | LEAVES OF ABSENCE..... | 16 |
| ARTICLE 14 - | SUCCESSORSHIP | 18 |
| ARTICLE 15 - | MINIMUM STANDARDS | 18 |
| ARTICLE 16 - | SEVERABILITY CLAUSE | 19 |
| ARTICLE 17 - | MANAGEMENT RIGHTS | 19 |
| ARTICLE 20 - | TRANSFER BELTS..... | 20 |
| ARTICLE 21 - | NON DISCRIMINATION | 20 |
| ARTICLE 22 - | MISCELLANEOUS | 20 |
| ARTICLE 23 - | TERM OF AGREEMENT | 21 |
| | Appendix “A” | 21 |
| | LETTER OF UNDERSTANDING | 24 |
| | LETTER OF UNDERSTANDING | 26 |
| | LETTER OF UNDERSTANDING | 27 |

COLLECTIVE BARGAINING AGREEMENT

By and Between

AUGUSTANA HEALTH CARE CENTER OF HASTINGS
(Service & Maintenance Employees)

and

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189

THIS AGREEMENT, made January 1, **2021** thru December 31, **2022** by and between AUGUSTANA HEALTH CARE CENTER OF HASTINGS, hereinafter described as the Employer, and UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1189, chartered by the United Food and Commercial Workers International Union, hereinafter described as the Union.

ARTICLE 1 - RECOGNITION OF UNION

1.1 The Employer recognizes said Union as the sole representative of all of its non-professional regularly scheduled employees (defined as those who work a minimum of four (4) hours per week) within the bargaining unit certified by the National Labor Relations Board, excluding registered nurses, licensed practical nurses, office clerical employees, administrators, guards and supervisors as defined in the National Labor Relations Act 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.

1.2.1 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. It shall also be a condition of employment that all employees covered by this shall, upon expiration of the probationary period, become and remain members in good standing in the Union, provided, however, that all current employees who were on the payroll of the Employer on January 28, 1981, shall have the option of the choosing whether or not they desire to become a member of the Union in good standing. If any such employee should choose to become a member of the Union in good standing, they shall remain as such, as a condition of employment during the term of this Agreement. If any such employee should choose not to become a member of the Union in good standing, such choice shall have no bearing on the employment status of such person.

1.2.2 "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.

1.3 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 for such deductions. In no event shall written authorization extend beyond the termination date of this Agreement. Such deductions shall be made by the Employer from the wages of employees on a bi-weekly basis and shall be transmitted to the Union. An employee who does not work during pay period will not have to pay dues for that pay period. Together with the transmittal deductions referred to above the Employer shall furnish the Union with a list of whom deductions were made. The Employer shall ask new employees to fill out Union Membership applications and dues authorizations forms at the time of employee orientation. The Employer on a monthly basis will mail them to the Union office along with a list of newly hired employees, terminations and status changes in envelopes pre-addressed and pre-stamped provided by the Union.

1.3.1 The Employer shall provide the Union a list of new hired employees, or those employees returning from Leaves of Absence monthly. This list shall contain the name and address, date of hire, position and whether the employee is full or part time. The Union shall refund promptly any dues found to have been improperly deducted and transmitted to the Union and shall furnish the Employer with a record of such refund.

1.3.2 The Union agrees to indemnify and save the Employer harmless from any and all claims and disputes which may arise as a result of the deductions required under this Section, if the Union is provided with an accurate record of all such deductions.

1.4 The duly authorized representative of the Union may visit Employer's nursing home premises and may confer with the employees of the Employer thereat, provided that such visitation does not interfere with the proper conduct of employees' duties and care of the patients or residents.

The Union shall notify the Employer who the Union Representative is assigned to the facility. When coming in the building, the Union will notify the main desk or the Administrator, Director of Nurses or the Charge of Building of their presence.

Employees meeting with the Union Representative will do so on non-work time. Other meetings requiring the presence of the Union Representative, i.e., grievance meetings, labor/management, etc. will be arranged between the Employer and the Union Representative.

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.

ARTICLE 2 - CLASSIFICATION OF EMPLOYEES

2.1 Employees shall be classified as follows:

Regular full-time employees are those employees regularly scheduled to work at least sixty-four (64) hours in a two (2) week period. Regular part-time employees are those employees regularly scheduled to work less than sixty-four (64) hours in a two (2) week period. Casual employees are those employees who work less than four (4) hours per week. For the purposes of this Article II, no employee shall be reclassified to defeat the purpose of this Agreement.

2.2: Full-time employees are those employees regularly and consistently scheduled sixty (60) hours or more in a two (2) week period.

2.3: Part-time employees are those employees regularly and consistently scheduled to work less than sixty (60) hours in a two (2) week period.

2.4: On Call employees are those employees who are not regularly and consistently scheduled, work eight (8) hours or more in a two (2) week period, are not benefitted, receive no shift differentials and are not eligible for any incentive bonuses. On call employees are dues paying Union members.

2.5: Casual employees are those employees who are not regularly scheduled and work less than eight (8) hours per pay period. Casual employees are not benefitted, receive no shift differentials and are not eligible for any incentive bonuses. Casual employees are not members of the Union.

ARTICLE 3 - PAY PERIODS

3.1 Employees shall be paid every two (2) weeks or more often.

ARTICLE 4 - HOURS OF WORK

4.1 Work schedules shall 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 their place of residence. The Employer shall not change the shift of any employee in an arbitrary and capricious manner without the consent of any such employee.

If an employee wishes to be excused from a day on a schedule already posted, the employee shall be allowed to trade days with another employee or find their own replacement. Traded days must be approved by their supervisor or designee and cannot result in over time.

4.2 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 cases of emergency or unavoidable situations

where the application of this principle would have the effect of depriving patients or residents of needed care or by mutual agreement between the Employer and the employee. This Section 4.2 shall not apply to students. Students are defined as those persons who are attending high school on a full-time basis.

Student employees are employees in high school or who remain student status upon graduating until a permanent full-time or part-time position opens up. Scheduling is very flexible in order to meet the needs of students desiring to be involved in extra activities at school.

Hours are given out based on those needs or parental request for limited hours. If extra hours are available, they are given out based on seniority.

Employees working as students in the dietary department will continue to be scheduled as students upon graduating from high school until the employer, upon request from these employees, can accommodate these employees by seniority into a part-time position before the beginning of the next school year.

“Student Status” distinction are not eligible, regardless of hours worked, for medical, dental, life, holiday pay (if not worked). PTO and sick accruals are pro-rated and 401(k) are based on standard eligibility requirements. A classification of full-time or part-time needs to be attained, by virtue of a regular and consistent schedule, to be eligible for the full complement of benefits.

4.3 Schedules shall provide employees with twelve (12) hours rest between shifts, except in cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving patients or residents of needed care or by mutual agreement between the Employer and the employee.

4.4 Employees shall not be scheduled to work more than seven (7) consecutive days unless overtime is paid for work in excess of such seven (7) consecutive days. An employee may request, in writing, a schedule that calls for working more than seven (7) consecutive days and should the employer agree to the request, this Section 4.4 shall not apply. It is understood that such requests may be rescinded at any time upon written notice provided the employee gives notice at least one (1) whole schedule in advance.

When an employee picks up additional hours which results in a schedule of more than seven (7) consecutive days in a row, the 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 seven (7) consecutive days in a row is interrupted by a call in, the employee will not receive overtime for the day picked up.

4.5 Any employee reporting for work at their regularly scheduled starting time who has not been previously notified not to report for work shall be guaranteed the opportunity to work the hours for which they were scheduled. A bona fide attempt by the Employer to contact the employee shall be taken as notice under this provision.

4.6 Employees who are called in for work outside their scheduled shifts shall be guaranteed the opportunity to work four (4) hours, except for kitchen staff employees who will be guaranteed a minimum of two (2) hours work or pay, at the rate of their regular position or the rate of the position they are called in to fill, whichever is greater.

4.7. Overtime pay shall be one and one (1-1/2) times the **weighted average** rate of pay **(effective with the new Kronos system)**. All employees shall be paid overtime for all hours worked over eight (8) hours per day, or eighty (80) hours in a two (2) week work period. Overtime payments shall not be pyramided. A two (2) week work period shall begin with the start of the 1st shift on a designated Monday morning and end with the close of the shift commencing at 10:30 P.M. on a designated Sunday night two (2) weeks or fourteen (14) days later.

4.8 All employees on the afternoon and evening shifts shall be required whenever reasonably possible to give Employer four (4) hours' notice if they are unable to report for work. All employees on the day shift shall be required, whenever reasonably possible, to give Employer two (2) hours' notice if they are unable to report for work.

When a janitor is on call and the home has the need to call him/her in, the following shall apply: She/he shall be paid from the time he/she left home until she/he returns home with a minimum of one (1) hours pay. Time spent or paid to a janitorial employee while on call shall not count toward the seven (7) consecutive days language in Section 4.4 of this Article 4.

4.9 When the Employer has the need for a mandatory meeting outside of the employee's scheduled day, they shall give the effected employees one (1) weeks advance notice. An employee attending the meeting shall earn a minimum of one (1) hours pay, or pay for the actual time spent at the rate of their regular position.

4.10 When an employee is required to attend an in-service (anniversary) that is less than their original shift, the employee may work the rest of their shift or may choose to take the remainder of their shift off without pay.

ARTICLE 5 - MINIMUM SCHEDULE OF WAGES

5.1 The minimum wage scales are set forth in Appendix "A" which is attached to and is a part of the Agreement.

5.2 Any hour paid shall be considered an hour worked for purposes of computing any employee benefits under this Agreement.

5.3 New employees who have worked in other places where they have relevant work experience, shall be given credit for all such experience. Relevant work experience shall be defined as follows:

- NA/R's - Prior work experience in a Nursing Home, Hospital, or Home Health Agency.

- Dietary - Prior experience working with therapeutic diets and quantitative cooking in a Nursing Home, Hospital, Assisted Living Facility, Senior Apartments, MI/MR facility or like facility.
- Restaurant Cooks - Credit will be given for half of the hours worked as a cook in a restaurant. Proof must be submitted verifying those hours.
- Environmental Services - Prior experience in Housekeeping, Laundry, or Janitorial work in an industrial setting.

Prior relevant experience must be verified by the past employer or employers' showing the type of relevant experience and total of all hours worked. Employees' shall be given credit for their relevant work experience (for wage purposes only) once they have provided the proper documentation from that date forward. In all cases, the employee must provide said documentation not later than sixty (60) days following the beginning of employment in order to receive the proper credit. Each 2080 hours shall be equivalent to one (1) year of service on the wage progression.

5.4 All employees working the afternoon shift will receive a shift differential of one dollar **and twenty-five cents (\$1.25)** per hour. It is understood the afternoon shifts include shifts beginning at or after 2:30 PM and end by 11:00 PM with the exception of the dietary department, which has one shift beginning at 11:00 AM and ending at 7:30 PM.

The night shift differential is one dollar and twenty-five cents (\$1.25) per hour. The night shift differential is for those employees who work the third (3rd) shift only, beginning at 10:30 PM. Day shift employees who begin work earlier than 7:00 AM are excluded from the one dollar and twenty-five cents (\$1.25) differential.

ARTICLE 6 - HOLIDAYS

6.1 The following days shall be considered holidays: New Year's Day, Easter, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day. The Christmas holiday will commence at the beginning of the second (2nd) shift on the 24th and run for three (3) consecutive shifts [ending with the second (2nd) shift on the 25th]; and New Year's Day holiday will commence at the beginning of the second (2nd) shift on December 31st and run for three (3) consecutive shifts. The other five (5) holidays will commence on the third (3rd) shift on the day before the actual holiday and run for three (3) consecutive shifts.

6.2.1 Full-time employees who work on any of the above holidays shall receive double time for all hours worked on the holiday. Full-time employees who do not work on the designated holidays shall receive one day's pay at their regular straight time rate of pay as holiday pay.

6.2.1A All seven (7) designated company holidays will be paid at 2 times hourly wage for all hours worked.

6.2.2 Regular part-time employees who work on any of the above holidays shall receive double time for all hours worked on the holiday. Part-time employees who do not work on the designated holidays shall not receive holiday pay.

6.2.3 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 case of an absence or illness excused by their supervisor, department manager, administrator, or designee, where satisfactory proof of illness is furnished by the employee. This satisfactory proof is deemed to be a physician or Physicians' Assistant, Nurse Practitioner, Chiropractor or DDS signed note.

6.2.4 In order to be eligible for holiday pay, employees must work their last scheduled workday before and the first scheduled workday after the holiday, except in case of an absence or illness excused by their supervisor, department manager, administrator, or designee, where satisfactory proof of illness is furnished by the employee. This satisfactory proof is deemed to be a physician or Physicians' Assistant Nurse Practitioner, Chiropractor or DDS, signed note.

6.5 Effective 10/01/2012:

Floating Holidays

| | |
|---------------------------|---------------------|
| After 3 years of service | 1 Floating Holidays |
| After 10 years of service | 2 Floating Holidays |
| After 15 years of service | 3 Floating Holidays |

The employees actual date of hire will be used to determine eligibility. The employee will be entitled to a day off that is mutually agreed upon between the supervisor and employee. The number of hours paid will be determined by the average hours paid per pay period in the previous year divided by ten, not to exceed eight (8) hours. Floating Holidays must be used in the year they are awarded.

ARTICLE 7 - SENIORITY

7.1 Bargaining Unit seniority shall be defined as the employees' continuous length of service with the Employer since their most recent date of hire. Bargaining Unit seniority shall prevail in regard to laying off and rehiring, provided the employees hold the proper licenses and are qualified to do the work available.

For the purpose of eligibility for any and all of benefits available in the agreement, Bargaining Unit seniority shall be used.

7.1.2: Seniority order for the purpose of filling vacancies and awarding hours beginning with the most senior will be as follows:

- Employees with a regular posting full-time and part-time, at straight time pay;

- On-Call employees at straight time pay;
- Casual employees at straight time;
- Employees with regular posting full-time and part-time, overtime pay;
- On-Call employees at overtime pay.

7.2 Job category seniority shall be defined as the employees length of continuous service in the following five (5) categories:

- 1) Nursing Services (i.e. Therapy Aide, Nursing Assistant Registered, Trained Medication Aide)
- 2) Dietary Department
- 3) Environmental Services (i.e. Housekeeping, Laundry)
- 4) Maintenance (Janitor)
- 5) Activities Department

Job category seniority shall first prevail followed by bargaining unit seniority in regard to available hours or positions. 7.3 The Employer shall give seven (7) days written notice of all job openings by posting upon an appropriate bulletin board a notice that an opening exists, setting forth therein the job category and schedule of work hours. Employees wishing to bid on permanent openings or additional hours shall advise the Employer in writing of this desire. When positions or additional hours become available, the Employer will refer to the written requests and offer the position by Job category and seniority, to those qualified first. The Employer then shall offer the position and/or hours to other bargaining unit members by seniority, temporary casual employees, and non-employees of the facility in that order.

7.4 Any open shift/hours will be posted twenty-one (21) days in advance of the pay period. Day one (1) thru five (5) will allow employees to sign up for open shift/hours. The available shift/hours will be awarded to the qualified staff person with the most seniority responding to the posting within the five (5) day time frame, first at straight time then with overtime. Awarded hours will be posted in the break room on the 6th day after the five (5) day posting. The posting shall include the date of posting and the date awarded. If there are additional shifts after the five (5) day posting, they will be awarded on a first-come – first-serve basis.

If no qualified staff is interested in picking up shift/hours without involving overtime, the shift/hours will be awarded to the qualified person with the most seniority knowing that overtime will be paid.

The Employer shall maintain a list of employees willing to work additional hours, and shall use said list to temporarily fill hours that unexpectedly become available. This list shall be updated every six (6) months.

7.5 When the Employer needs to reduce hours from a posted schedule (due to death, hospital confinement or drop in case mix) the following procedure shall be used;

- 1) Outside agency provided the Employer has adequate time to cancel without being charged any fees
- 2) Volunteers who are on overtime by seniority, by shift, by job category
- 3) Volunteers who are on straight-time by seniority by shift, by job category. **Once an employee has voluntarily accepted an hours/shift reduction that week, they will move to the bottom of the list until the following week or until others on that specific shift have been offered the option to volunteer.**
- 4) An employee who has picked up a shift with the exception of in-house pool
- 5) If the above steps do not result in sufficient hours reduction, the least senior employee on the shift in the job category to be reduced.

For hours reduction greater than twenty-nine (29) days, see Section 7.1 of the Agreement.

7.6 Probation for new employees will be as follows:

- a) Employees will have a ninety (90) day probationary period. The probationary period for employees may be extended by an additional thirty (30) days with notice to the union by the employer in writing.
- b) Employees who start work in a position other than nursing assistant and then transfer to an NAR position during probation, will have that probationary period frozen at the point the employee enters NA/R school and have it resume when they return to active employment after the completion of NAR training.
- c) During probation any employee may be discharged by the Employer with or without cause without the same causing a breach of the Agreement or constituting a grievance hereunder.
- d) Employees requiring certification, by law, may also be discharged for failure to obtain such certification in the time required by law.
- e) Any employee selected for a permanent job vacancy in another category, will have up to ten (10) working days to elect to return to their prior position. The employee 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.

In all cases, the Employer shall have the option to have the employee finish out the posted schedule before returning the employee to their prior position.

7.6.1 Any controversy over seniority standing or relative to any question of seniority shall be subject to adjustment, settlement, and arbitration in the same manner as other controversies arising under this Agreement.

7.7 Disagreements over rates of pay for new classifications shall be agreed to by negotiations between the Employer and the Union within sixty (60) days of the decision to institute new classifications.

7.8 Termination of Seniority - An employee's seniority shall be terminated if the employee:

- Quits
- Is discharged for just cause
- Fails to return from any of the leave-of-absences referenced in this Agreement, within the time limits contained therein
- Is absent from the job for any reason, other than sickness or injury or a period in excess of ten (10) days

ARTICLE 8 - TERMINATION OF EMPLOYMENT

8.1 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.

8.2 Employees may not be disciplined except for just cause. The Employer shall submit to the Union copies of any warning notices given to bargaining unit members that could possibly lead to a job threatening situation. These notices shall be received by the Union in a timely fashion that allows for processing through the grievance procedure in Article 9.

8.3.1 Employees covered by this Agreement electing to resign or quit their employment shall give the Employer two (2) weeks' 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 of such resignation.

8.3.2 The Employer shall give regular employees two (2) weeks written notice of termination or two (2) weeks' pay in lieu thereof, except in the case of a discharge for just cause.

8.4 If the employee fails to report for work as scheduled or to furnish the Employer with a justifiable excuse within forty-eight (48) hours they will be considered a "no-call no show." Two instances of no-call/no show in a twelve (12) month period will be considered a voluntary resignation.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

9.1 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:

Step 1) Except as otherwise provided in "Step 2" with respect to grievances relating to wages, within fifteen (15) calendar days of the incident giving rise to the grievance, the aggrieved employee and/or Union shall attempt to adjust the grievance with the supervisor.

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 Agreement, and shall be received by the Employer no later than fifteen (15) calendar days following 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. 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) If the grievance is not resolved in Step 2 either party may call for mediation of the dispute by a Mediator mutually agreed upon from the local office of the Federal Mediation and Conciliation Service. A request for mediation shall be in writing and must be received by the other party within ten (10) calendar days following receipt by the Union of the Employer's written reply to the grievance.

A recommendation for settlement of the dispute by the Mediator shall not be final and binding upon either party and shall be rendered upon conclusion of the hearing. If the dispute is not resolved by mutual agreement in this step, either party, within ten (10) days from the Mediator's recommendation may move the dispute to arbitration.

Step 4) If the grievance is not resolved in Step 2 or 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 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 arbitrators shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The Employer and Union shall each alternately strike one (1) name, and the order of striking shall be determined by chance. The remaining arbitrator, after each party has made three (3) strikes, shall hear and determine the dispute.

9.2 The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provision 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 issue.

9.3 The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Employer, Union and employees involved. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

9.4 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 (P.T.O.)

10.1 Employees shall receive P.T.O. in accordance with the following schedule and provisions. P.T.O. shall be paid for at the employee's regular straight time rate of pay in effect for the last pay period just prior to the employee's scheduled P.T.O.

10.2 The Employer shall determine how many P.T.O. may be granted each week and vacations shall be granted by seniority in the event of a conflict.

10.3 Employees will be granted P.T.O. based on the following schedule:

- 1) Employees who have completed one (1) year of service - one (1) week of P.T.O.
- 2) Employees who have completed two (2) years of service - two (2) weeks of P.T.O.
- 3) Employees who have completed six (6) years of service - three (3) weeks of P.T.O.
- 4) Employees who have completed twelve (12) years of service - four (4) weeks of P.T.O.

10.4 A full week of P.T.O. for full-time employees shall be the equivalent of the full-time workweek for the Employee. The full time workweek shall be determined by dividing total paid hours by fifty-two (52) weeks during the accrual period but not to exceed forty (40) hours. Employees shall be entitled to remain away from work for seven (7) days for each week of P.T.O. PTO can be used in one (1) hour increments.

10.5 P.T.O. for part-time employees shall be on a pro rata basis calculated by dividing the total paid hours worked during any employee's immediate past anniversary year of employment by fifty-two (52), yielding the number of paid hours for each week of P.T.O. such employee is entitled to in accordance with the above vacation schedule. Employees shall be entitled to remain away from work for seven (7) days for each week of P.T.O.

10.6 All employees who work twenty (20) hours or more per week will be guaranteed one (1) working weekend off per year.

Employees with three (3) years of service will be guaranteed two (2) working weekend off per year.

Employees with eight (8) years of service will be guaranteed three (3) working weekends off per year.

The employee must have P.T.O. available to be eligible for the above listed working weekends off.

10.7 P.T.O. is time accrued (earned as you are paid) to use for P.T.O. or other personal holidays. New full-time and part-time employees will begin to accrue P.T.O. from their date of hire, but will not be eligible to use for the first ninety (90) days. Existing employees will have all earned and accrued vacation calculated as a lump sum and will accrue hours forward. The maximum accrual is three hundred and twenty (320) hours. To use P.T.O., an employee must get approval from their supervisor. Employees who terminate their employment, give proper two (2) weeks' notice of their resignation, and who have six months of consecutive service will be paid all available PTO as long as the following conditions are met: proper two (2) week notice is fulfilled with no unapproved absences.

10.8 Employees shall be able to "cash out" P.T.O. hours. The following criteria apply:

- 1) They must have one year of consecutive service
- 2) They may only "cash out" P.T.O. two (2) times per fiscal year (10-1 through 9-30). **This provision will be removed after the new Kronos system is live.**
- 3) They cannot receive more than fifty percent (50%) of their available banked hours. **This provision will be removed after the new Kronos system is live.**
- 2) They will be paid at **ninety-five percent (95%)** with no premium or shift differential. **This only applies to cash-out of PTO while employed. PTO will be paid out at 100% at end of employment with six (6) months of consecutive service and when a two-week notice is fulfilled with no unapproved absences and during employment until the new Kronos system is live.**
- 3) They must request the number of hours to be paid through their immediate supervisor or human resources manager

10.9 A former employee whose employment is terminated and who is subsequently re-employed by the Employer assumes the same status as a new employee in regard to P.T.O. allowances.

10.10: PTO ACCRUAL FACTORS

| Staff "Augustana" | | | |
|-------------------|------|-------|---------|
| Year(s) | Days | Hours | MAX |
| PTO 0-1 | 10 | 80 | .038462 |
| PTO 2-4 | 15 | 120 | .057692 |
| PTO 5-9 | 16 | 128 | .061538 |
| PTO 10-19 | 20 | 160 | .076923 |
| PTO 20-29 | 20 | 160 | .076923 |
| PTO 30+ | 22 | 176 | .084615 |
| PTO bank max | | | 280 |

PTO in new Kronos system will also be earned on hours worked (up to 2400 worked hours/years) (was at 2080 max) and on PTO hours used to replace missed shift, resulting in more PTO earnings for staff. Was capped, earning only 2080 regular hours worked/year.

ARTICLE 11 - REST PERIODS AND LUNCH PERIODS

11.1 All employees shall be entitled to a fifteen (15) minute rest period for each four (4) consecutive hours worked. However, two (2) rest periods shall be provided whenever an employee is required to work seven (7) or more hours in a day. All lunch periods shall be on the employee's own time and rest periods on the Employer's time. Rest periods for the individual employees shall be scheduled by the Employer so as not to interfere with the operation of the Employer's nursing home or health care facility.

ARTICLE 12 - SICK LEAVE

12.1 During the term of this Agreement, employees shall accumulate sick leave at the rate of five (5) hours for each one hundred seventy-three (173) hours worked. Sick leave accumulation shall begin from the first day of employment, but eligibility for paid sick leave shall not begin until after completion of the probationary period as provided in Article 7, Section 7.8.1, of this Agreement and shall apply only to illnesses occurring after completion of such probationary period.

12.2.1 Sick pay shall be based on the regular rate of pay of the employee's position at the time of illness. Sick pay shall not be paid for the first day of any period of illness except as stated in 12.2.2. In any event, any payments received by an employee for any sick leave or injury from other sources, such as workers' compensation payments, insurance payment or similar payments, shall be off-set against any sick pay due and owing to such employee.

12.2.2 Employees who have an accrual in excess of eighty (80) hours of sick leave may be paid sick leave on the first (1st) day of any illness, and shall continue to be eligible for first (1st) day pay as long as they have an accumulation of more than eighty (80) hours of sick leave due at the beginning of any period of illness.

Employees with 10 years or more of experience who have an accrual in excess of forty (40) hours of sick leave may be paid sick leave on the first (1st) day of any illness, and shall continue to be eligible for first (1st) day pay as long as they have an accumulation or more than forty (40) hours of sick leave due at the beginning of any period of illness.

12.3.1 After an employee has had three (3) sick (call-in) occurrences during any six (6) month period, she/he may be required upon request of the administration, to furnish reasonable evidence of any claimed illness or disability during the six (6) month period immediately following the third such absence in order to be eligible to receive sick pay.

12.3.2 Sick pay shall not be granted for absences from work on the day immediately preceding or following a holiday, weekend or days off when the employee is not scheduled to work, unless satisfactory evidence of such illness is presented to the Employer. The Employer may require evidence of illness or injury from a physician.

12.4 Employees who accumulate more than two hundred (200) hours of sick leave shall on their anniversary date receive payment for all hours in excess of two hundred (200) at 75% of the employees regular rate of pay.

12.5 Employees who qualify under the Family Medical Leave Act (FMLA) to care for a family member may use their banked sick hours.

12.6 Sick Time Accruals

Accrual Per Hour Worked

0.02889

60 Hours per year

ARTICLE 13 - LEAVES OF ABSENCE

13.1 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 such employee's jury duty pay, does not equal such employee's regular weekly pay, the Employer shall make up the difference for a maximum period of three (3) weeks, provided such employee works such hours as he is available during the hours when court is not in session. An employee receiving full pay from his Employer while serving on a jury shall be required to turn in to his Employer the jury duty pay for the period he served on the jury, not to exceed three (3) weeks. Hours spent on jury duty shall count as hours worked for purposes of this Agreement.

13.2 Funeral Leave: In the event of a death in the immediate family of an employee, the Company will pay up to twenty-four (24) hours at the straight time rate for scheduled work time lost during the period from the date of death through the day following the funeral. The term immediate family shall mean parents, brothers, sisters, spouse, domestic partner, children, and grandparents. Employees who attend the funeral of a current mother-in-law/father-in-law, current Stepmother/Stepfather or sister/brother-in-law shall be paid up to eight (8) hours straight time pay for scheduled time not worked on the day of the funeral. The employee must attend the funeral in order to receive funeral leave. In addition to the foregoing, for funerals held more than two hundred (200) miles away, travel time of one (1) day each direction shall be granted, without pay, upon request.

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) reside with the domestic partner in the same principal 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; 5) has been in the relationship for six (6) months prior to the date on which the person seeks benefits under this section.

Section 13.3.1: Injury, Illness or Maternity Leave:

- a) A leave of absence of up to one hundred eighty (180) days shall be granted to eligible employees unable to work because of need for a family or medical leave of absence. This leave is not the leave provided under the Federal Family and Medical Leave Act (FMLA).
- b) The Employer and the Union mutually agree to follow and comply with all Federal and State Family and Medical Leave of Absence Laws, which allows up to twelve (12) weeks of leave under certain conditions.

The benefits provided under this leave will run concurrent with and be counted against the twelve (12) weeks provided under the Family and Medical Leave Act.

Any employee returning from a leave of absence as set forth in Section 13.3.1 and 13.4 above shall be entitled to: return to the same job, number of scheduled hours and shift the employee worked prior to the leave of absence.

Extensions: The Employer may grant an extension of up to sixty (60) days in conjunction with any of the above listed leaves of absence. The employee's position will not be held during any extension of an LOA. The employee will be returned to work in the same job class without guarantee of the same shift, hours and schedule. Any employee who is unable to accept an available open position shall be given the opportunity to work on-call or voluntarily resign.

13.3.2 An employee returning to work from a leave of absence and notifying the Employer of their date of return prior to the posting of a scheduled work period shall be entitled to return to the schedule they enjoyed prior to their leave. Should an employee notify their Employer of their date of return and that date falls during the scheduling period that is posted, said employee shall be returned to their prior schedule at the beginning of the next posting period.

The interim time shall be on an as needed basis for scheduling purposes.

13.3.3 The Employer and the Union agree to abide by the obligations of both the State and Federal Family Medical Leave Act.

13.4 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. An employee must use all available benefits during a personal leave of absence, in the following order: vacation and any personal or floating holidays.

13.5 No employee shall have an anniversary date or date of his hire changed because of a leave of absence.

ARTICLE 14 - SUCCESSORSHIP

14.1 In the event of any sale, purchase, merger or other transaction affecting ownership of Employer's nursing home business or ownership of the assets of Employer's nursing home 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 Agreement. Following any such transaction, all employees of Employer who are parties to the transaction and this Agreement shall be provided employment by the successor employer, whether the successor be a signatory party to this 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 shall 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 15 - MINIMUM STANDARDS

15.1 No employee shall suffer, as a result of the execution of this Agreement, any reduction in wages or lose any benefits not part of this Agreement which were previously granted by the Employer unless any such benefit was specifically modified or deleted as a part of the settlement of this Agreement.

15.2 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 a violation of this Agreement or state or federal laws.

ARTICLE 16 - SEVERABILITY CLAUSE

16.1 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.

ARTICLE 17 - MANAGEMENT RIGHTS

17.1 It is agreed that except as specifically delegated, abridged, granted or modified by this Agreement, all of the rights, powers and authority the Company had prior to the signing of this Agreement are retained by the Company and remain the exclusive right of management without limitation.

17.2 Furthermore, these retained rights are not subject to the grievance or arbitration procedures.

ARTICLE 18 - NO STRIKE OR LOCKOUT

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

ARTICLE 19 - BENEFITS

19.1 During the life of this Agreement, 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 Augustana hourly paid employees.

19.2 The Employer shall have the right to amend its health insurance, including deductibles, Employer contributions, limits on the Employer's 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.

19.3 The Employer agrees to absorb the premium increase(s) of **6.5%** for the **2021** plan year.

19.4 Employee Assistance Program

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

19.5 Retirement

The Employer will provide a retirement plan for employees.

ARTICLE 20 - TRANSFER BELTS

The Employer will replace at employer cost worn out transfer belts.

ARTICLE 21 - NON DISCRIMINATION

21.1 The Employer and the Union agree that there shall be no discrimination against any employee because of his/her race, creed, color, sex, age, sexual preference, marital status, including common-law relationships, nationality, ancestry, place of origin or political affiliation or whether he/she has children or physical disability.

ARTICLE 22 - MISCELLANEOUS

22.1 Labor-Management meetings shall be set at the discretion of the Union and the Employer. The parties will consider Federal Mediation and Conciliation Services for training and facilitating.

22.2 Time Off for Union Business. Employer shall grant the necessary time without pay and without discrimination to any employee designated by the Union or the UFCW International Union to attend a labor convention or to serve in any capacity on other official Union business including a temporary assignment as a Special Projects Union Representative (S.P.U.R.), so long as it does not interfere with the Employer's business. The Union will give two (2) weeks written notice prior to such requests.

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 assignments at the end of the leave. The leave of absence for an employee selected as a S.P.U.R. shall not exceed ninety (90) days.

22.3 This Agreement may be amended by mutual agreement of both parties, and if amended, the amendment shall be attached to the Agreement by addendum and signed by both parties.

22.4 The Employer shall provide a bulletin board for the express use of Union members and the Union.

22.5 The Company will send notice of any bonus or incentive programs prior to implementation.

ARTICLE 23 - TERM OF AGREEMENT

23.1 This Agreement shall be effective from the date hereof, except as otherwise specifically provided, and shall continue in full force and effect through the 31st day of December, **2022**, except as otherwise specifically provided, 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. The parties have agreed, however, that this Agreement may be re-opened for "wages" on January 1, **2022**, as per the notice provisions outlined above.

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

AUGUSTANA HEALTH CARE CENTER
OF HASTINGS

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1189

By Meilee Johnson

Title Administrator

Date 7-14-21

By James Adams

Title Secretary Treasurer

Date 14 July 21

Appendix "A"

Nursing Assistants, TMA's, Quality Assurance Aides

| <u>Hours</u> | <u>Current</u> | <u>1/11/21</u> | <u>01/01/22</u> |
|--------------|----------------|----------------|-----------------|
| Hire | \$14.84 | \$15.06 | Wage |
| 2080 | \$15.19 | \$15.42 | Reopener |
| 4160 | \$15.44 | \$15.67 | |
| 6240 | \$15.72 | \$15.96 | |
| 8320 | \$16.00 | \$16.24 | |
| 10400 | \$16.26 | \$16.50 | |
| 12480 | \$16.54 | \$16.79 | |
| 14560 | \$16.84 | \$17.09 | |
| 16640 | \$17.12 | \$17.38 | |
| 18720 | \$17.47 | \$17.73 | |
| 20800 | \$17.77 | \$18.04 | |
| 22880 | \$18.07 | \$18.34 | |
| 24960 | \$18.50 | \$18.78 | |
| 27040 | \$19.19 | \$19.48 | |

**1.5% increase effective the first full pay period of January 2021,
1/11/2021 on all above scale/all classifications**

On-call NAR

| <u>Hours</u> | <u>Current</u> | <u>1/11/21</u> | <u>1/01/22</u> |
|--------------|----------------|----------------|-----------------|
| Start | \$17.86 | \$18.13 | Wage |
| 2080 | \$18.58 | \$18.86 | Reopener |
| 8320 | \$19.07 | \$19.36 | |

**1.5% increase effective the first full pay period of January 2021,
1/11/2021 on all above scale/all classifications**

Therapeutic Program/Dietary/Environmental Services/RCA's

| <u>Hours</u> | <u>Current</u> | <u>1/11/21</u> | <u>1/01/22</u> |
|--------------|----------------|----------------|-----------------|
| Hire | \$13.01 | \$13.21 | Wage |
| 2080 | \$13.40 | \$13.60 | Reopener |
| 4160 | \$13.69 | \$13.90 | |
| 6240 | \$14.00 | \$14.21 | |
| 8320 | \$14.32 | \$14.53 | |
| 10400 | \$14.64 | \$14.86 | |
| 12480 | \$14.97 | \$15.19 | |
| 14560 | \$15.32 | \$15.55 | |

| | | |
|-------|---------|----------------|
| 16640 | \$15.64 | \$15.87 |
| 18720 | \$15.97 | \$16.21 |
| 20800 | \$16.34 | \$16.59 |
| 22880 | \$16.71 | \$16.96 |
| 24960 | \$17.08 | \$17.34 |
| 27040 | \$17.42 | \$17.68 |
| 29120 | \$17.83 | \$18.10 |
| 31200 | \$18.49 | \$18.77 |

**1.5% increase effective the first full pay period of January 2021
1/11/2021 on all above scale/all classifications**

Cooks: Day cook **\$1.50** Night cook **\$1.00**

TMA: additional \$1.50 an hour for the scheduled shift

Preceptor Pay: additional \$0.50 an hour for all departments for the scheduled shift.

Credit for Experience: On the date the Employer receives proof of such experience (based on actual hours: 2080 hours = 1 year), an employee who has worked for other nursing homes or in a related industry shall receive credit for his/her prior experience for purpose of determining the appropriate wage scale. The employee must provide proof of experience within sixty (60) days from hire date.

The Employer will inform all new hires of the opportunity to receive credit for experience and the related timeline for doing so.

Employees who have been previously employed by Augustana, and who are subsequently rehired, will not be subject to the 4160 hours (2 years) deduction, and will be placed on the scale at their previous rate of pay or the next highest if this rate is not a current scale rate.

For Augustana Health Care Center of Hastings

For UFCW Local 1189

Meilee Johnson
Signature

Administrator
Title

7-14-21
Date

James Abell
Signature

Secretary Treasurer
Title

14 July 21
Date

LETTER OF UNDERSTANDING
By and Between
AUGUSTANA HEALTH CARE CENTER OF HASTINGS
and
THE UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1189
ON-CALL- CNA

On-call employees are employees who are available to work open available CNA hours.

All regular full and part-time CNA employees shall be granted open hours according to Section 7.1.2 of the Collective Bargaining Agreement prior to On-call employees being offered the hours.

On-call employees shall have seniority within their own classification for all purposes other than mandating of work. When there is the need to mandate, their seniority shall be dove-tailed in with all other CNA's and the mandating shall be rotated by inverse seniority.

On-call employees working 8 hours or more in any pay period shall pay Union dues in that pay period.

On-call employees shall have the right to bid on open and posted positions and shall be granted those positions by seniority after regular full and part-time employees.

They shall be granted those positions prior to the employer hiring from the outside. Should more than one On-call employee bid for an open position, seniority shall be the determining factor.

On-call employees shall be paid at the rate of **\$18.13** per hour to start, **\$18.86** after 2,080 hours of service and **\$19.36** after 8,320 hours of service. No other contractual benefits shall apply.

On-call employees shall be required to work at least four (4) weekend shift(s) per month and three (3) holidays per year. **If leadership confirms that there is a limited availability of weekend shifts during that month, two (2) of these required shifts may be approved to be non-weekend hours.** One of the three (3) holidays must be the Christmas or New Year's holiday as recognized by the current Collective Bargaining Agreement. On-call employees will be paid time and one half (1½) for all holiday hours worked.

Employees wishing to change job classifications from regular full or part-time to On-call may do so twice per rolling 12 month period. When employees change from one classification to another, the employee must remain in that classification for three months before requesting a second change.

This Letter Of Understanding shall be in full force and effect from the date of signature and remain in full force and attached to the Current Collective Bargaining Agreement.

AGREED TO, SIGNED AND DATED THIS 14th DAY OF July, 2021.

For Augustana Health Care Center of Hastings For UFCW Local 1189


Signature


Signature

LETTER OF UNDERSTANDING

By and Between

AUGUSTANA HEALTH CARE CENTER OF HASTINGS

and

THE UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1189

Preceptor Position

Effective June 1, 2001, the Employer and Union has agreed to add to the current Collective Bargaining Agreement the position Mentor.

- 1) Following is the criteria to be considered for a Mentor position:
 - a) Employee must have successfully completed the probation period
 - b) Employee must work at least a .4 to be eligible to be a Mentor
 - c) Employee must not be in the disciplinary process for any reason. The discipline period is for a rolling six (6) month period starting with the first written warning.
- 2) The pay for Mentoring is \$.50 per hour. This pay would be paid as a shift differential. If the employee does not continue to meet the qualifications as listed above, the employee would no longer be identified as a Mentor and the pay would revert back to the base scale.

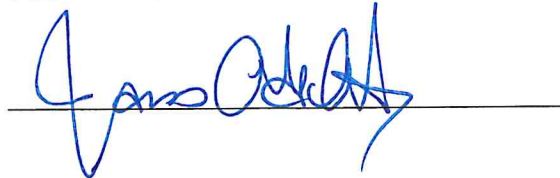
This Letter of Understanding is to be attached to the current Collective Bargaining Agreement and remain attached for the life of that Agreement and thereafter, unless either party notifies the other of their desire to discontinue this position at the end of the current Collective Bargaining Agreement.

AGREED TO, SIGNED AND DATED THIS 14 DAY OF July, 2021.

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING

By and Between

UFCW LOCAL 1189

and

AUGUSTANA HEALTH CARE CENTER OF HASTINGS

Flexible Scheduling

The Employer, the Union and individual employees may agree upon flexible work schedules providing for work in excess of eight (8) hours per day and payment of overtime on other than an eight (8) and eighty (80) basis. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

- 1) An employee shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. Such schedules may include but not be limited to, for example, shifts of ten (10) or twelve (12) hours, and/or schedules limited to weekends or weekdays. The parties must agree upon specific types of flexible work schedules. The Employer shall retain written documentation that an employee has agreed to a flexible work schedule and of the type of flexible work schedule to which the employee has agreed. An employee electing to work schedules under this Section may revoke such election by giving the employee written notice of four (4) weeks.
- 2) The parties agree to promptly meet to resolve all remaining issues regarding flexible schedules. Employees will be eligible to work flexible schedules on a voluntary basis.

SIGNED AND DATED THIS 14th DAY OF July, 2021

FOR THE EMPLOYER

Michael Johnson

FOR THE UNION

James A. [Signature]

LETTER OF UNDERSTANDING

By and Between

UFCW LOCAL 1189

and

AUGUSTANA HEALTH CARE CENTER OF HASTINGS

Mandatory Hours

- Volunteers first
- By seniority on a rotating list
- The Employer will pay double time for all mandatory hours .
- It is agreed that any new hire (with no experience) will not be mandated in their first 60 days of employment.
- It is agreed that any new hire with prior nursing experience will not be mandated in their first 30 days of employment.

MANDATORY HOURS

- Attempt to fill the open shift according to Article 7.
- The employer must designate the hours as mandated according to the Minnesota rules for work periods. A nursing home must not schedule a person to duty for more than one (1) consecutive work period except in a documented emergency. A documented emergency means situations where replacement staff are not able to report to duty for the next shift due to adverse weather conditions, natural disasters, illness, strike, or other documented situations where normally scheduled staff are no longer available. A normal work period must not exceed fourteen (14) hours. Documentation of an emergency means a written record of the emergency. Documentation on the work schedule is one method providing written record of the emergency.
- Volunteers first (in the building).
- The Employer will record when employees are mandated to work. Mandated hours will be distributed on a rotating basis by seniority, with the least senior employee the first to

be mandated. Only employees at work may be mandated. In case of family emergency, where an employee can't stay, the employer may mandate the next employee on the list. The employee who could not stay will become the next person to be mandated.

- All mandation hours after that will be paid at double time.
- Mandated shifts will be six (6) hours in length or more if the employee and employer agree.
- Employees with regular schedules will not be mandated on a pick-up shift (on-call can be mandated).
- No Mandation on Friday PM shift, if the next day is the employees' weekend off, if it is necessary to be mandated employee will receive an additional day off, if requested.
- Employees who refused mandation once will incur half (1/2) attendance point. If /when an employee refuses a second mandation they will incur one (1) attendance points. Each subsequent declination of a mandation, when the employee is first on the list for mandation, will result in one (1) penalty points.

AGREED TO, SIGNED AND DATED THIS 14th DAY OF July, 2021.

FOR THE COMPANY

Meile Johnson

FOR THE UNION

Jan Abady

**LETTERING OF UNDERSTANDING
BY AND BETWEEN
UFCW LOCAL 1189
AND
AUGUSTANA HEALTH CARE CENTER OF HASTINGS**

Mentoring Program

Mentor would receive extra \$2.00/hour at all times. Goal is to post, select, and train for this new role with the intent of offering continuity in training and an on-going resource to new staff who are still learning their role. If we can provide increased consistency and support, we hope to improve retention of new hires. The role may occasionally require switching shifts or scheduled days to meet the needs of new staff. The program would be rolled out over time. Envision starting with 1 – 2 Mentors withing 6 months and increasing with program's success to 3 – 5 Mentors.

SIGNED AND DATED THIS 14th DAY OF July, 2021.

FOR THE COMPANY

Neille Johnson

FOR THE UNION

Jane Oddy