

WE HAVE A TENTATIVE AGREEMENT!

After bargaining for 8 months, we reached the following Tentative Agreement. The bargaining committee recommends a **YES** vote.

Summary of Agreement

1. Preamble

2. Recognition

3. Management Rights

4. Union Membership

5. Voluntary Written Assignment of Wages

6. Discipline & Discharge

- a. Disciplines older than 24 months will expire

7. Probationary Period

- a. 90 days

8. Definition of Employees

- a. On-call work less than 20 hours per week. Not eligible for company benefits.
- b. Regular full-time works 32 or more hours per week
- c. Regular part-time works more than 20 but less than 32 hours per week. Not eligible for benefits unless expressly set forth in CBA.
- d. Employees working 30 or more hours per week eligible for health insurance.

9. Union Representation & Shop Stewards

- a. Union Rep can be asked to leave if causing disruption to on-duty employees' performance of work
- b. Three (3) shop stewards
- c. Shop stewards shall be allowed 15 minutes during orientation of new hires.

10. Wages

- a. Employer retains the right to enhance wages at any time, by providing written notice of changes to Union

11. Hours of Work, Overtime, Scheduling, Meals & Rest Periods

- a. Workweek defined: 7 consecutive 24-hr periods, starting on Monday and ending on Sunday.
- b. Overtime shall be paid according to state and federal law.
 - i. 1.5x hourly rate for hours worked in excess of 8 in a workday or 40 hours in a workweek.
 - ii. 2x hourly rate for hours worked in excess of 12 in a workday
 - iii. 1.5x for first 8 hours worked on 7th consecutive day
 - iv. 2x for all hours worked in excess of 8 on the 7th consecutive day
 - v. PM shift employees required to work more than 10 hours in a 24 hour period followed by day off shall receive applicable OT rate for hours worked in excess of 8 hours in that 24 hour period
 - vi. Mandatory OT can be scheduled to meet needs of operations after asking for volunteers.

- c. Employees shall not be schedule for 6 consecutive days unless by mutual agreement.

- d. Employees will be given 2 consecutive days off unless by mutual agreement.

- e. Procedures for additional hours and reduction of hours.

- f. Shift differential:

- i. \$.75 for PM shift
- ii. \$1.00 for NOC shift

12. Paydays:

- a. 10th & 25th of each month

13. Vacations

- a. Full-time employees eligible for vacation according to the accrual rates below:

| Length of service (as established by the seniority provisions of this agreement calculated between anniversary dates) | Amount of accrual per pay period in hours | Amount of vacation hours accrued per year | Maximum accrual cap in hours |
|---|---|---|------------------------------|
| 1st - 2nd years | 1.67 hours | 40 hours | 64 hours |
| 3rd - 5th years | 3.30 hours | 80 hours | 120 hours |
| 6th - 10th years | 5.0 hours | 120 hours | 200 hours |
| 11th year and thereafter | 6.67 hours | 160 hours | 240 hours |

14. Holidays

- a. List of recognized holidays for full-time and part-time employees:
New Year's Day Memorial Day Independence Day
Labor Day Thanksgiving Day Christmas Day
- b. Part-time employees must work holiday in order to receive 4 hours of holiday pay.
- c. To qualify, employees must work the full scheduled day before and after the holiday.

15. Health, Dental, and Vision

- a. Employer Contributions: For eligible employees, the Employer shall pay either:
 - i. HRA or HSA: 90% of the premium for employee only coverage.

ii. Kaiser or UHC HMO: 75% of the premium for employee only coverage.

b. Pay In Lieu of Benefits:

- i. Year One: \$1.25/hr
- ii. Year Two: \$1.50/hr
- iii. Year Three: \$1.75/hr

16. Sick Leave

- a. Full-time employees will accrue 1 hour of paid sick leave for every 30 hours worked, up to max accrual of 48 hours or 6 days. Unused sick days will carry over to the next year to a max of 20 days.
- b. Part-time and on call employees will accrue 1 hour of paid sick leave for every 30 hours worked up to a max accrual of 48 hours or 6 days. Unused sick days will carry over to the next year to a max of 6 days.
- c. Cash out for perfect attendance during the following periods:
 - i. Jan 1- Jun 30
 - ii. July 1 - Dec 31
 - iii. If perfect attendance, employees will be entitled to buyback 2 sick days.

17. Bereavement Leave

- a. 5 days of bereavement
- b. Full-time employees: 3 days paid by Employer. Remaining 2 days employee may use vacation or sick leave.
- c. Non-full-time: 2 days paid by Employer. Remaining 3 days employee may use vacation or sick leave.

18. Annual Physical Exams

19. Seniority & Vacancies

20. Bulletin Board

21. Leaves of Absence

22. Jury Duty

- a. Time off will be unpaid. Employee may request to use vacation.

23. Grievance Procedure & Arbitration

24. No Strike or Lockout

- a. No strike, slowdown, walkout, sit-down, picketing, or hand billing during life of agreement.

25. Separability

26. No Discrimination

27. Safety

28. Workload

29. Job Descriptions/House Rules

30. Maintenance of License/Certification

31. Subcontracting

32. Successorship

- a. If facility is sold, the Employer will notify Union in writing at least 90 days in advance and will meet to bargain over

the effects not later than 45 days prior to transaction.

33. Retirement Plan

- a. Employee eligible to participate in Employer's 401(k) plan.

34. Issues of Concern

35. Savings Clause

36. Term of Agreement

- a. October 1, 2023 to September 30, 2026

37. Appendix A: Wage Rates and Related Provisions

Effective October 1, 2023

LVNs and CNAs with at least 120 days of service:

Shall receive ½ of the dollar amount required to be placed at the appropriate rate associated with their position and years of service or receive an increase of 3%, whichever is greater:

LVNs:

- \$31.00/hr-Start
- \$33.00/hr-At least 1 but less than 5 years of service
- \$35.00/hr-At least 5 years of service

CNs:

| YEARS OF SERVICE | MINIMUM HOURLY RATE |
|------------------|---------------------|
| Start | \$20.50 |
| 1 to 2 years | \$21.25 |
| 3 to 4 years | \$22.00 |
| 5 to 9 years | \$22.75 |
| 10 or more years | \$23.50 |

Across the Board Wage Increases

Effective October 1, 2023:

Non-Nursing Employees:

All non-nursing employees with greater than 120 days of service shall receive an increase of \$1/hr less any increases received by an employee from December 1, 2022 up until the first of the month following ratification. However, in no event shall a non-nursing employee earn less than \$17/hr.

Elimination of Scales:

The scale above for LVNs and CNAs shall disappear after the wage adjustments on October 1, 2023. There shall be no step/scale adjustments during the life of this Agreement.

Effective October 1, 2024:

- (a) All CNAs and LVNs who received ½ of the amount required to be placed at the rate associated with their position and years of service on October 1, 2023, shall receive the same dollar amount raise on October 1, 2024.
- (b) All other employees with the exception of those noted in (a) above with greater than one hundred and twenty (120) days of service shall receive an increase of 3%.

Effective October 1, 2025:

All employees with greater than 120 days of service shall receive an increase of 3%.