

AGREEMENT

By and Between

THE MANOR
of Poplar Bluff, Missouri

and the

UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 655, AFL – CIO, CLC

October 1, 2018

to

May 25, 2022

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INTRODUCTION

The parties to this Agreement declare and establish these terms and conditions of employment set forth herein to be mutual expressions of understanding bearing the good-faith intentions of each and jointly acknowledge their commitment to harmonious relations thereto bearing in mind that the interests of quality care for facility residents is promoted through the assurance of dignity and respect to employees.

AGREEMENT

This Agreement is made and entered into by and between Health Facilities Management Inc., doing business as The Manor of Poplar Bluff, (hereinafter referred to as the "Employer"), and the United Food and Commercial Workers Union, Local 655 (hereinafter referred to as the "Union").

ARTICLE 1 RECOGNITION OF THE UNION

The Employer recognizes the Union as the sole representative of its regularly scheduled non-professional employees in the bargaining unit certified by the National Labor Relations Board in Case Number 14-RC-9527; said bargaining unit including full-time and regular part-time service and maintenance employees' including nurse aides, Certified Medical Technicians, Assistant Activities Coordinator, restorative aides, housekeeping, laundry, central supply, janitor and dietary-kitchen, and maintenance employees employed by the Employer; said unit excluding all office and clerical employees, technical and professional employees, medical records, Registered Nurses, LPN's, Activities Coordinator, beauty shop employees, temporary and casual employees and guards and supervisors as defined in the National Labor Relations Act. Such recognition is mutually made for the express purpose of collective bargaining with respect to the hours, rates of pay and working conditions herein specified.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The Employer retains the exclusive right to manage the facility; to direct, control, and schedule its operations and work force and to make any and all decisions affecting the business, whether or not specifically mentioned herein. Such prerogatives, authority and functions shall include but are not limited to the sole and exclusive rights to:

1. Hire, promote, demote, layoff, assign, transfer, suspend, discharge or discipline employees for just cause;
2. Select and determine the number of its employees, including the number assigned to any particular work;
3. To increase or decrease that number;
4. Direct and schedule the work force;

5. Determine the location and type of operation;
6. Determine and schedule when overtime shall be worked;
7. Install or remove equipment;
8. Determine the methods, procedures, materials, and operations to be utilized or to discontinue their performance by employees of the Employer and/or to contract or subcontract the same;
9. Establish, increase or decrease the number of work shifts and their starting and/or ending times;
10. Transfer or relocate any or all of the operations of the business to any location or to discontinue such operations;
11. Determine the work classification of employees;
12. Promulgate, post and enforce reasonable rules and regulations governing the conduct and acts of employees during work hour;
13. Select supervisory employees;
14. Train employees;
15. Discontinue any department or branch;
16. Introduce new and improved methods of operations;
17. Establish, change, combine or abolish job classifications; and determine job content and qualifications; and
18. Set standards of performance of the employees;

Section 2. And in all respects, carry out, in addition, the ordinary and customary functions of management, except as specifically altered or modified by the terms of this Agreement.

ARTICLE 3 UNION MEMBERSHIP

Section 1. It shall be a condition of employment for the duration of this Agreement that all present employees of the company who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is later, and who are covered hereunder, shall remain members in good standing in the Union. It shall also be a condition of employment for the duration of this Agreement that all present employees covered by this Agreement, who are not members of the Union and all covered employees hired on or after its effective or execution date, whichever is later, shall become and

remain members in good standing in the Union on and after the ninety-first (91st) day of employment.

Section 2. Each month the Employer shall furnish the Union with the names, home addresses, classifications and dates of hire of new employees, and the names and termination dates of employees terminated the preceding month, and any address changes which may apply to existing employees.

Section 3. The Employer shall, for the term of this Agreement, deduct initiation fees, dues, arrears, assessments, service fees, and contributions, in an amount certified by the Union from the wages of employees covered by this Agreement, who individually and voluntarily certify in writing authorization for such deductions. The Employer shall promptly remit all sums deducted in this manner to the Union each month.

ARTICLE 4 INTRODUCTORY PERIOD

Section 1. All employees covered by this Agreement who are hired on or after the effective date of this Agreement, whether or not previously employed by the Employer, shall be subject to an introductory period of ninety (90) calendar days.

Section 2. Seniority shall not accrue to employees during their introductory period. However, upon successful completion of the said introductory period, all employees shall be deemed to be regular employees covered by the terms of this Agreement and their seniority shall revert back to the date of hire.

Section 3. During the introduction period, the employees shall work under the terms and conditions of this Agreement, except as otherwise expressly provided herein.

Section 4. All introductory employees may be dismissed during such introductory period in the Employer's sole discretion. The Employer's action with respect to such introductory employees shall not be subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 5 CATEGORY OF EMPLOYEES

Section 1. A full-time employee is one who is regularly scheduled to work thirty (30) or more hours per week.

Section 2. A part-time employee is one who is regularly scheduled to work less than thirty (30) hours per week.

Section 3. A casual employee is one who has no regular schedule of hours of work, but works intermittently as required. A casual employee who averages sixteen (16) hours a week or more over a two (2) month period shall be reclassified as a full-time or part-time employee, whichever is applicable. In the case of such reclassification, the employee shall be subject to an introductory period of thirty (30) days from the date of reclassification.

Section 4. A temporary employee is one who works as a replacement for a predetermined period of time. Employees hired as temporary summer replacements during the period of June 1 to September 30 shall be treated as introductory employees.

ARTICLE 6 SENIORITY

Section 1. Bargaining unit seniority shall be defined as the employee's length of continuous service with the Employer in the bargaining unit commencing with the date and hour on which the employee began to work after last being hired. A list of all full-time employees in seniority order and a separate list of all part-time employees in seniority order shall be furnished to the Union quarterly on the calendar year.

Section 2. Job classification seniority shall be defined as the employee's length of continuous service with the Employer within his/her present job classification commencing with the date and hour on which the employee last began to work in such classification.

Section 3. For the purpose of determining seniority when two (2) or more persons are employed on the same date and hour, the last four (4) digits of each employee's Social Security Number will be used. The person with the smaller number will be considered the senior. If these numbers are the same, then the preceding digit or fifth (5th) digit will be used, etc., until one (1) employee has a smaller number.

Section 4. In the event the Employer finds it necessary and desires to reduce its staff by laying off employees, it shall notify the Union of the layoff and shall inform the Union of the names and classification of the employees who are to be laid off, as well as the effective date of the layoff.

Section 5. Whenever layoff becomes necessary in a job classification and shift, such facility layoff shall be affected in the following order:

1. Introductory employees shall be laid off first, without regard to their individual periods of employment.
2. Non-introductory part-time employees on the shift shall be laid off next in the order of their classification seniority, the least senior laid off first.
3. Non-introductory full-time employees on the shift shall be laid off next in order of their classification seniority, the least senior laid off first.

Section 6. Whenever a vacancy occurs in a job classification, employees within that same classification who are on layoff, i.e., the last person laid off, shall be the first one recalled.

Section 7. It shall be the responsibility of the employee to keep the Employer informed of his current address and to notify the Employer at once, in writing, of any change of address.

Section 8. Should an employee leave a management position and go to a bargaining unit position, he/she shall be placed with seniority, wages, and benefits with total credit given to continuous service. It is understood that the wage rate will be as if the employee had always been in a bargaining unit position and not to retain the management position wage.

Section 9. An employee shall not accrue seniority while he is on layoff. An employee shall accrue seniority while he is on an approved leave of absence, but shall not accrue benefits.

Section 10. An employee shall lose seniority and seniority shall be broken for any of the following reasons:

1. If the employee voluntarily resigns.
2. If the employee is discharged.
3. Failure to report for work after a layoff within five (5) work days after receipt of written notice of recall sent by the Employer to the employee at his last address of record on file with the Employer.
4. Absence for a period of two (2) consecutive work days without notifying the Employer.
5. Failure to report to work at the expiration of a leave of absence pursuant to this Agreement.
6. Accepting employment elsewhere while on a leave of absence.
7. Continuous layoff for a period equivalent to length of continuous service with the Employer, or six (6) months, whichever is lesser.

Section 11. An employee whose seniority is lost for any of the reasons outlined in Section 10 above shall be considered as a new employee if he is again employed by the Employer.

ARTICLE 7 VACANCIES

Section 1. For the purpose of this Article, a vacancy is defined to mean any permanent job opening which the Employer intends to fill.

Section 2. Notice of all vacancies within the bargaining unit will be posted for a period of not more than five (5) consecutive work days, including the date of posting but

excluding Saturday, Sunday and holidays recognized by this Agreement. Any employee desiring to bid on a posted vacancy shall make application in accordance with the notice posted and sign the posting within the time stated above.

Section 3. If qualified applicants apply, the Employer shall fill the position from among the qualified applicants. If two (2) or more employees are qualified to do the work, preference shall be given to the most senior employee. New employees may be hired for a posted vacancy if there are no bidders meeting the requirements.

Section 4. Any employee who bids successfully on the job opening must accept such job opening and shall be placed in such job opening immediately. If the Employer determines within thirty (30) calendar days after the date the vacancy is filled that the employee is not performing satisfactorily, the employee will be returned to his/her former shift and classification with no loss of seniority previously earned in said classification.

Section 5. Once an employee exercised his/her right to fill a job vacancy pursuant to the bidding procedure outlined in this Article, he/she will be ineligible to apply for any other job vacancies that may develop for six (6) months thereafter, for positions outside their current job classification and three (3) months thereafter, for positions inside their current job classification. However, this bidding restriction does not apply to part-time employees bidding onto a full-time position. It is further agreed that the employee may fill any vacancy created by the employee who fills such vacancy.

Section 6. While a vacancy is being posted, and pending the determination of the successful bidder, the Employer reserves the right to make such transfers of bargaining unit employees as may be necessary to fill the job temporarily.

ARTICLE 8 HOURS OF WORK

Section 1. The provisions of this Article are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates, and shall not be construed as a guarantee to any employee of any specified number of hours of work, either per day or per week, or as limiting the right of the Employer to fix a reasonable number of hours of work, (including overtime), either per day or per week for such employees.

Section 2. The Employer will post the facility work schedule for at least a payroll period prior to the start of that work period. All changes for irregular or emergency conditions may be made without prior notice.

Section 3. Weekend scheduling shall be within the discretion of the Employer. If an employee who is scheduled to work a weekend is unable to do so for any reason, the Employer reserves the right to reschedule the employee and have him work a future weekend on which he was previously scheduled off. In such event, the employee shall normally be scheduled for an alternate day(s) off.

Section 4. All time worked in excess of forty (40) hours in a work week, shall be paid at time and one-half (1 ½) the employee's regular hourly rate. Overtime must be authorized in advance by the employee's immediate supervisor. It is understood, however, that there shall be no pyramiding of overtime.

Section 5. Employees should clock out when going on their lunch break and clock in when returning to work from their lunch break.

Section 6. All employees shall be paid in full twice monthly on the 10th and 25th or any other dates as determined by the Employer with prior notice to the Union. Paychecks will be itemized showing the hours and pay rate of each employee. The Employer shall maintain a time clock for all employees covered by this Agreement, and each employee shall be responsible for the accuracy of his/her time card.

Section 7. Split shifts, if one (1) or more become necessary, will be filled by:

1. Volunteers
2. Posting
3. Hiring new employees if no one bids on the posting.

Once an employee volunteers they may be required to work said split shift until the utilization of the split is discounted if they bid into another position.

Section 8. Employees who are called to work outside their regularly scheduled shift shall receive a minimum of two (2) hours work.

Section 9. Employees shall be notified as far in advance as possible prior to being scheduled to work on their day off. Employees who perform unscheduled work on their day off shall be paid at the appropriate straight-time or overtime rate of pay. Employees within the same classification and shift will be permitted to exchange days off with one another, subject to a written request and written approval by the Employer, and provided no overtime or other premium pay results. The Employer may require the request to exchange days off to be in writing. The Employer will not change the employee's schedule to avoid the payment of overtime without the employee's approval.

Section 10. It is the responsibility of the employee to notify the employee's department head or supervisor of the employee's inability to work an assigned shift and the reason therefore. Such notice shall be two (2) hours prior to the shift starting time for all other employees.

ARTICLE 9 REST PERIODS AND LUNCH PERIODS

All employees shall be entitled to a fifteen (15) minute paid rest period for each four (4) consecutive hours worked. However, two (2) paid rest periods shall be provided whenever an employee is required to work seven (7) or more hours in a day. Employees

shall also be allowed a one-half (½) hour unpaid meal period scheduled as near as possible to the middle of the employee's shift in the event the shift is seven (7) hours or longer. Rest periods for the individual employees shall be scheduled by the employer so as not to interfere with the Employer's operation. Rest periods and meal periods may be interrupted in case of emergency.

ARTICLE 10 NONDISCRIMINATION

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, sexual orientation or handicap.

ARTICLE 11 BULLETIN BOARDS

The Union shall be permitted to use bulletin boards for the posting of notices of meetings and other related activities, as long as the postings are in keeping with the dignity of the home.

ARTICLE 12 SAFETY AND HEALTH

The Employer agrees to provide a safe and healthful work environment for employees and to maintain high standards of work place sanitation, ventilation, cleanliness, light and noise levels, adequate heating and cooling and health and safety in general. The Union acknowledges its responsibility to promote health and safety and will cooperate with the Employer in striving to maintain such standards.

ARTICLE 13 UNION VISITATION

Section 1. An official representative of the Union will be permitted to visit the Nursing Homes to ascertain that the provisions of this Agreement are being observed and to confer with employees covered by the Agreement during their non-worktime and in non-work areas. Such visits shall not interfere with the Employer's operation or the performance of employee's duties, and the Union representative shall inform the Administrator or director of Nursing Service of his visit either prior to or upon entering the premises. The Union will furnish the name of the authorized representative and the Employer is obligated only for admission of such authorized representative. Access to the premises during all working hours for the above stated reasons shall not be unreasonably denied.

Section 2. The foregoing visitation privilege does not include or allow the holding of Union meetings on the premises, without regard to whether a Union representative does or does not attend.

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Any dispute involving the application or interpretation of this Agreement, whether originating with the employee, the Union, or the Employer, shall be exclusively submitted for settlement under this grievance procedure.

Section 2. Any aggrieved employee and the Employer shall attempt to resolve such complaints among themselves. No complaint will be considered by the Employer unless it is brought to the attention of the supervisor or representative of the Employer within five (5) working days of its alleged occurrence. The failure of an aggrieved employee to present a complaint directly to the attention of the Supervisor or Employer representative within five (5) working days of the time the grievant knew of, or reasonably should have known of, the occurrence of such alleged dispute, shall foreclose advancement of such dispute to any further steps of the grievance arbitration procedure.

The employees' handling of employee grievances and other Union business will be handled during break times and during nonworking hours, except where the grievance is of an emergency nature, in which instance the Steward must notify and obtain permission from his supervisor to process the emergency Union business.

Section 3. Within five (5) working days of the time for the first presenting a complaint to the Employer, a grievance form containing written Statement of Facts as Perceived by the Employee, shall be advanced to the employer for any unresolved dispute to be advanced forward. A copy of the document shall be provided to the employee. The Employer will respond by sending to the Union and the employee the Statement of Facts Perceived by the Employer within five (5) working days after receipt of the Statement of Facts Perceived by the Employee.

In the period during the five (5) working days after the Employer Statement of Facts is provided, the Union and the Employer representatives shall attempt to agree in writing to an Agreed Upon Statement of the Disputes, and either party may amend their own Statement of Facts in writing to the other party.

Failure to give any such notice of any grievance shall constitute a permanent waiver and bar of the grievance and the employee shall be forever foreclosed from raising any complaint, grievance, or reference in regard thereto. Representatives of the Employer and the Union shall immediately after the submission of such grievance in writing, by mutual negotiation, attempt to arrive at a satisfactory settlement thereof. After such grievance is reduced to and submitted in writing, the employee may be represented by the Union not exceeding, however, two (2) in number. The Employer may be represented by such representative(s) as it shall select.

Section 4. In matters other than discharge or suspension, if such grievance raised by the Union or an employee, or an Employer dispute or controversy cannot be settled between the parties within twenty (20) working days after delivery of written notice of such grievance, the matter may be submitted to an arbitrator by either party. Such an appeal

to arbitration shall be in writing and served on the other party within forty-five (45) days after the alleged occurrence. The representative of the Employer and representative of the Union shall attempt to select such arbitrator.

If they cannot agree upon an arbitrator within three (3) calendar days of the failure to agree to an arbitrator, either party may request the Federal Mediation & Conciliation Service to submit a list of seven (7) names of National Academy arbitrators from which the arbitrator shall be selected, with the party requesting arbitration making the first selection. The decision or award shall be final and binding on both parties.

The fees and expenses of the arbitrator are to be borne equally between the Employer and the Union.

The arbitrator shall have the authority and jurisdiction of solely determining interpretation and/or application of the Agreement, respecting the grievance in question, but shall not have the power to alter or modify the terms of this Agreement.

Section 5. Mutually agreed upon extensions of the above time limits may be effected.

Section 6. When any disciplinary write-up continues for three (3) years without any other disciplinary write-up or disciplinary suspension being issued to that same employee, the disciplinary write-up shall be expunged. Disciplinary write-ups will be made available upon request to Union Representatives during any visit.

ARTICLE 15 LABOR MANAGEMENT CONFERENCE

The Company and the Union, as evidence of attitude and intent, agree that during the life of this Agreement, individuals from both parties (not to exceed three [3] from each) be designated, in writing, by each party to the other for the purpose of meeting at the call of either party at mutually agreeable times and places so as to appraise the other of problems, concerns, suggestions, ideas, etc., related to the facility, the work force and resident services, all to promote better understanding with the other. The meetings may be on work time. Such meetings shall not be for the purpose of initiating or continuing collective bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement and such meetings shall be exclusive of the grievance and arbitration proceedings in this Agreement as grievances shall not be considered proper subjects at such meetings.

ARTICLE 16 LEAVES OF ABSENCE

Section 1. Leaves of absence shall be provided without pay when requested in writing by the employee and approved by the Employer. Approval shall not arbitrarily be withheld by the Employer.

Section 2. Employees on leave of absence, unless otherwise provided in this Agreement, shall not be entitled to non-wage benefits during the period of the leave of

absence, including, but not limited to, group insurance coverage, holiday entitlement, vacation accumulation.

Section 3. Leaves of absence for personal business shall not exceed thirty (30) calendar days; for Union business not to exceed fourteen (14) days in one calendar year; for disability leave of absence not to exceed sixty (60) days, with renewable extensions upon re-submission of request.

Section 4. Employees on disability leave will be required to provide one (1) week notice of return to work and must support their readiness to return to work with a physician's release satisfactorily demonstrating fitness to return to the job.

Section 5. Employees returning to work after leave of absence will be returned to a job to which their seniority entitled them provided such position is available and, if not, the employee will be allowed to displace any less senior person in a position he/she is capable of performing.

ARTICLE 17 HOLIDAYS

Section 1. The following days shall be considered holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
{Effective January 1, 2020} – Employee Birthday	

Section 2. When an employee works on a holiday designated under this Agreement, that employee may receive holiday pay in accordance with the schedule in Section 3, following, or may elect to take an additional day off with pay, at the election of the employee. Should an employee choose to take an additional day off with pay, the day off must be taken within thirty (30) days of the holiday worked and must be with the approval of the supervisor. Any eligible employees not utilizing holidays within thirty (30) days will be paid the equivalent pay.

Section 2-A. All employees shall receive one (1) personal holiday after one (1) year of continuous service.

Section 3. Holiday pay shall be arrived at by averaging the hours worked in the four (4) weeks immediately preceding the holiday week as follows:

Between 16 and 24 hours worked – 4 hours' pay
Between 24 and 32 hours worked – 6 hours' pay
Between 32 and 37.5 hours worked – 7.5 hours' pay
Over 37.5 hours worked – 8 hours' pay

In computing the average hours worked in the four weeks immediately preceding the holiday, holiday and vacation hours together with sick leave days used in the four (4) weeks immediately preceding the holiday will be included along with hours worked.

ARTICLE 18 VACATION

Section 1. All employees shall be entitled to five (5) working days vacation with pay after one (1) year of continuous service, and ten (10) working days with pay after two (2) years continuous service.

Section 2. All employees shall be entitled to fifteen (15) working days vacation with pay after seven (7) years of continuous service.

Section 3. Employees shall receive vacation with pay for the number of hours worked in that anniversary year, plus vacation, holiday hours and paid sick leave days paid for the immediately prior anniversary year, divided by fifty-two (52) and multiplied by their hourly rate in effect at the time of vacation, for each week of vacation entitlement. Split vacation will be permitted.

Section 4. All employees taking a vacation during which a granted holiday occurs shall be given an additional day of paid vacation in lieu thereof.

Section 5. Vacations shall be scheduled by classification seniority at any time during the calendar year. The vacation schedule shall be posted by March 1 of each succeeding year. Vacation selection effected after March 15 shall be on a first come first serve basis. No more than two (2) employees in each job classification shall be allowed to take vacation at the same time.

Section 6. After an employee's vacation has been scheduled, it shall not be changed except in case of emergency.

Section 7. Each employee shall be paid their vacation pay on the Pay-Day by which vacation days are included based on the employer's set pay periods.

Section 8. Vacations are not cumulative and must, therefore, be completed each vacation period. Vacations are earned and paid on a current year basis.

Section 9. After an employee has qualified for his/her first vacation and quits with two (2) weeks' notice, and completes the service of the notice as directed by management, the employee shall receive a pro-rata vacation for each full month of service completed since their anniversary date.

ARTICLE 19 SICK LEAVE

Section 1. Sick pay for all regular employees will accumulate at a rate of eight (8) hours sick pay for each three hundred twenty-five (325) hours worked. There is a maximum

accumulation of ten (10) days of sick pay for full-time employees and a maximum of six (6) days of sick pay for part-time employees.

Section 2. Sick days will be earned from the date of employment, but cannot be used until the employee has completed his/her introductory period.

Section 3. Sick pay benefits are payable starting with the first day of absence, if your illness or accident requires you to be hospitalized. For non-hospital related illness or accident, sick pay is not payable until the third consecutive day of absence from scheduled work days. If an employee has been absent from work for three (3) days or more due to injury or illness, a release from his/her physician must be furnished to the Nursing Home in order to return to work.

Section 4. Sick pay benefits are not accruable for cash payments at year's end or in the event of termination or resignation.

Section 5. Documentation of illness by a physician must be provided for any absence in excess of two (2) days of sick pay is to be granted.

ARTICLE 20 BEREAVEMENT

Section 1. All regular full-time employees who have completed their introductory period are eligible to receive bereavement pay. Bereavement pay will be up to three (3) days' pay for the scheduled days missed from the date of death to the date following the funeral.

Section 2. Bereavement leave pay will be granted in the event of the death of the employee's spouse, son, daughter, brother, sister, mother, father, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law and father-in-law. Proof of death and relationship to the employee may be required.

Section 3. Compensation shall be for time actually lost from regularly scheduled work at the regular rate of pay. Such time shall not be considered as work time for the purpose of overtime compensation.

ARTICLE 21 JURY DUTY

Employees who have completed their introductory period and are subpoenaed for jury duty, shall be granted time off to serve. Evidence of call of jury duty in the form of a subpoena or other notification shall be presented to the facility as far in advance as possible. Upon presentation to your Supervisor of evidence of pay for jury duty, an employee will be reimbursed the amount of equivalent of the difference between your regular straight-time rate and the amount of pay received for jury duty. Jury duty pay will only be paid for time actually lost from regularly scheduled work, up to a maximum of ten (10) days per year. Such time shall not be considered as work time for the purpose of calculating overtime compensation. Excused time off to serve on a jury without jury duty compensation, beyond the initial ten (10) days, shall be granted.

ARTICLE 22 MEALS

Employees may purchase meals for \$1.50 per meal. They must notify the Dietary Supervisor in writing on a form provided by the Employer of the fact that they wish to purchase a meal by 9:30 a.m. on the morning shift and by 3:30 p.m. on the afternoon shift.

ARTICLE 23 WAGES

The Company has continued to honor the per hour increase on the employee's anniversary date as dictated on the prior contract. We will continue this method throughout FY2019 as per the prior contract.

Dietary Aide	<u>After 90 days</u>	Thirty-five cents (\$0.35) per hour increase
Housekeeping	\$8.60	on the employee's anniversary date
Laundry		
Cook	<u>After 90 days</u>	Thirty-five cents (\$0.35) per hour increase
	\$8.60	on the employee's anniversary date
CNA	<u>After 90 days</u>	Forty cents (\$0.40) per hour increase
	\$8.60	on the employee's anniversary date
CMT	<u>After 90 days</u>	Fifty-five cents (\$0.55) per hour increase
Central Supply	\$8.60	on the employee's anniversary date

Effective January 1, 2020, the employees will receive a three percent (3%) per hour increase on the employee's anniversary date.

Effective January 1, 2021, the employees will receive a three percent (3%) per hour increase on the employee's anniversary date.

Effective January 1, 2022, the employees will receive a three percent (3%) per hour increase on the employee's anniversary date.

These increases will be effective for each job Class of Employee referenced in this contract.

State mandated minimum wage increases will be implemented on January 1, 2020, January 1, 2021, and January 1, 2022 will not prevent an employee from receiving their three percent (3%) per hour increase on the employee's anniversary date.

Starting rates are at the discretion of the Employer. Should the Employer decide to increase the 'After 90 days' or 'When Certified' rates beyond the above levels or give a

higher anniversary raise, those effected employees shall still receive the appropriate raise on future raises.

Wage credit for experienced new hire CNA's and CMT's may be granted by the Employer.

Shift Differential	2 nd Shift - 15¢ per hour
	3 rd Shift - 20¢ per hour

Due to Wage and Hour Issues, second and third shift employees will be hired in at \$0.15 cents higher per hour for 2nd shift and \$0.20 cents higher per hour for 3rd shift.

The employer and the Union agree to negotiate wages if and when the Minimum Wage should increase. Article 30 shall not apply during the period of such negotiations.

ARTICLE 24 PREMIUM CONDITIONS

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 in violation of this Agreement or State or Federal Laws.

ARTICLE 25 SCOPE OF BARGAINING

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity set forth in this Agreement.

ARTICLE 26 INVALIDATION CLAUSE

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision, provided, however, that upon such a decision the parties agree to meet to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 27 SOLE AGREEMENT AND WAIVER

This Agreement, in conjunction with the Memorandum of Understanding, constitutes the sole and entire Agreement between the parties and supersedes all prior Agreements, oral and written, and expresses all the obligations of, or restrictions imposed on, the respective parties during its term. This Agreement can be changed only by a written Amendment executed by the parties hereto. The waiver in any particular instance of any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.

ARTICLE 28 SUCCESSIONSHIP

In the event of a transfer, sale, or assignment of the Employer's facility, the Union shall be notified expediently, an in advance, of such action. The Employer will advise a prospective buyer of the existence of the collective bargaining agreement and request the buyer retain all current employees and maintain the wages, benefits and conditions constituting the Agreement.

ARTICLE 29 NO STRIKE/LOCKOUT

Section 1. During the term of this Agreement or any extension thereof, there shall be no strike, walkout, work stoppage, sympathy strike, slowdown, picket line or other disruption of operations of any kind, by the Union or by its members or authorized agents. The Employer agrees that there shall be no lockout of employees. In the event there is any walkout, work stoppage, sympathy strike or work slowdown by the members of the Union, the Union will make every reasonable effort to have Union members cease their improper acts. The employer and the Union recognize, that because of the community service rendered by the nursing Home and because of humanitarian reasons, that one of the purposes of the Agreement is to guarantee that there will be no strikes, sympathy strikes, work slowdowns, picket lines, lockouts or work stoppages during the life of this Agreement.

Section 2. In the event that an unauthorized strike or other interference with work occurs, the Union shall:


1. Notify the Employer that such strike or other interference with work is unauthorized.
2. Order its members to return to normal work
3. Advise the employees, in writing, that the strike or other interference with work is unauthorized and that the employees are directed to cease such action and return to normal work.

ARTICLE 30 DURATION OF AGREEMENT

This Agreement shall become effective at 12:00 midnight on October 1, 2018 and shall continue in full force and effect until 12:00 midnight on May 25, 2022, at which time this Agreement will terminate. If either party desires to modify or amend this Agreement, it shall give written notice of such desire to the other party at least sixty (60) days prior to expiration of this Agreement.

Signed on this 1 day of October 2019.

For and in behalf of The Manor of Poplar Bluff, Missouri:

By: 

By: 

For and in behalf of the United Food and Commercial Workers Union, Local 655:

By: 

By: _____