

United Food and Commercial Workers  
Union, Local 7R

AND

29<sup>th</sup> Street ALF, LLC d/b/a Meadowview Of  
Greeley, Colorado

COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE SEPTEMBER 8, 2021 THROUGH SEPTEMBER 8, 2022

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## PREAMBLE

This collective bargaining agreement is entered and effective this 8<sup>th</sup> day of September 2021 between 29th Street ALF, LLC, d/b/a MeadowView of Greeley (hereinafter referred to as the "Employer" and/or the "Company"), located at 5300 West 29<sup>th</sup> Street, Greeley, Colorado, and United Food and Commercial Workers, Local 7R, chartered by U.F.C.W. International Union, AFL-CIO, CLC (hereinafter referred to as the "Union" and/or "local 7" and/or UFCW Local 7").

## ARTICLE 1 UNION RECOGNITION

Section 1. The Company recognizes the Union as the exclusive collective bargaining representative of all full-time and part-time CMA/MED Tech/QMAPs, cooks, kitchen assistants, housekeepers, receptionists, customer service associates, servers, resident assistants, life enrichment assistants, and employed by the Company at the assisted-living facility located at 5300 West 29<sup>th</sup> Street, Greeley, Colorado. Maintenance Directors, Life Enrichment Coordinators, Residence Directors, Sales Directors, Healthcare Directors, Assistant Healthcare Directors, office clerical employees, managerial employees, professional employees, guards and supervisors as defined by the Act, and all other employees are excluded from the bargaining unit.

## ARTICLE 2 UNION MEMBERSHIP

Section 1. Any employee covered by this agreement may voluntarily become a member of the Union.

Section 2. Pursuant to an employee's membership, and during the entirety of the same, the union shall collect each month, monthly dues; assessments; and an initiation fee as designated and determined by the Union for those employees who voluntarily become members of the union.

Section 3. The union shall collect such monthly dues, assessments, and initiation fees through a direct payment draft on one of the following: bank account, debit card, credit card, or other available processing accounts such as PayPal, Pay Simple, Venmo, etc. This payment will occur directly between the Employee and the Union.

Section 4. The Company shall facilitate the collection by providing a form to employees at orientation, or upon demand, authorizing a direct payment draft. The form to be used is attached as Appendix A to this Agreement and the Company will provide any completed forms to the Union upon receipt.

Section 5. The Employer assumes no obligation, financial or otherwise arising out of any authorization under this article.

Section 6. Once the funds are collected by the Union the disposition of those funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 7. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer pursuant to this Article for the purpose of complying with its collective bargaining agreement with the union.

### ARTICLE 3 MANAGEMENT RIGHTS

Section 1. Except as limited by this Agreement's provisions and applicable laws, the Company retains the sole and exclusive right to exercise all management rights or functions. The exercise of management rights by the Company is not subject to prior notice, discussion or negotiation with the Union.

Section 2. Subject to the provisions of this Agreement and applicable laws, the Company has the right to manage the facility and direct the work of the employees, including the right to discharge, suspend, or otherwise discipline employees; to demote, transfer (temporarily or permanently) or promote employees; to assign them to shifts, runs and any and all zones; to allocate and assign work to employees; to establish and/or discontinue shifts; to determine the amount of work needed to be performed and to lay employees off because of lack of work or other business causes.

Section 3. Subject to the provisions of this Agreement and applicable laws, the Company has the right to select the services offered; choose clients and residents; determine the methods and schedule of the service provided; determine the type of equipment and/or vehicles that will be used; the sequence and type of operations within the facility; institute changes in process; implement new technology and automation, discontinue technology and automation, and determine the utilization of the same; determine the number of residents; and to introduce different methods of providing the services by the Company.

Section 4. Subject to the provisions of this Agreement and applicable laws, the Company also retains the right to determine pay periods and pay days; establish work schedules for employees, including the determination of the number of actual hours to be worked in any day, week or shift and the right to schedule employees for work in any given work week on days which are not consecutive; to determine the number of employees necessary to operate any department, classification, or division/area of the Company; to determine the management organization for each department; to select who will be hired or not hired; to utilize part-time and temporary employees; to determine employees' job functions; to determine the knowledge, skill, qualifications and abilities necessary for employees to perform their job functions; to establish or revise performance standards, including quality standards, and the methodology for measuring the same; to establish and/or modify performance levels for employees; to establish and revise safety standards; to decide where or when training on a particular operation or job is required, how much training is required, and the right to move, retrain and transfer employees; and to establish or modify job duties and classifications.

Section 5. The Company may transfer work between any of its other facilities only in extreme circumstances.

Section 6. Subject to provisions in this Agreement and applicable laws, it is agreed that the listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. Any other right relating to management of the Company's business and the direction of the workforce, which the Company has not specifically abridged, delegated, or modified by this Agreement, whether or not the Company had made use of such power, function, authority and right prior to execution of this Agreement, is specifically retained by the Company.

Section 7. Subject to provisions in this Agreement and applicable laws, the Company's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the Company's right to exercise such power, function, authority, or right in a different manner, or preclude the Company from exercising such power, function, authority or right in the future.

**ARTICLE 4**  
**EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The Employer and the Union agree that there will be no discrimination against any employee or job applicant because of race, creed, color, national origin, age, gender, or sex in violation of applicable State and Federal statutes.

Section 2. The Employer and the Union agree not to discriminate against any employee because of her/his/their membership or non-membership in the Union or activity or non-activity on behalf of the Union.

**ARTICLE 5**  
**NEW EMPLOYEE ORIENTATION**

Section 1. The Company agrees to provide Local 7 with the full contact information (Name, Address and Telephone Number) of any new employees occupying a bargaining unit position and/or newly represented employees occupying a bargaining unit position and the dates of the new employee orientation. The Company agrees to provide this information as soon as practicable.

**ARTICLE 6**  
**PROBATIONARY PERIOD**

Section 1. Each applicant hired as an employee will serve a probationary period of 90 days. With the agreement of the Company, the Union and the employee, the probationary period may be extended for up to an additional 30 days.

Section 2. During the probationary period, the Company will have the right to discharge or discipline an employee for any reason under the contract. Probationary employees are subject to the disciplinary standards and practices that already exist for unrepresented staff members at the facility.

Section 3. Unless required by law or required by the specific terms of a benefit plan document (i.e. Summary Plan Description), probationary employees will not be eligible for any benefits granted to regular employees under this Agreement. No terms of this Agreement other than this Article and the appropriate wage rate will apply to probationary employees.

Section 4. When casual employees become regular full-time or part-time employees, the Casual employees do not have to repeat their probationary period as long as they have completed the on-boarding trainings.

## ARTICLE 7 EMPLOYEE CLASSIFICATIONS

Section 1. Employees will be assigned to one of three classifications: regular full-time, regular part-time, or casual (also referred to as PRN).

Regular Full-Time. Regular full-time employees are those employees who are regularly scheduled to work an average of not less than 30 straight time hours per week. As such, they will be eligible for all benefits associated with full-time status.

Regular Part-Time. Regular part-time employees are those employees who are regularly scheduled to work an average of less than 30 straight-time hours per week. Part-time employees are not eligible for health insurance benefits unless otherwise mandated by law and/or the Summary Plan Description.

Casual / PRN. Casual employees are those employees hired on a short-term or seasonal basis. The Parties agree that Casual employees that have not worked for 90 consecutive days will be separated from the Company.

Casual Employees only have those rights specifically enumerated by the Parties **below**:

1. Sick Time / PTO (as required by the law)
2. Seniority and Rights Associated with Same (bidding, layoff, scheduling, etc.)
3. Paid Rest Periods as required by laws
4. Meal Periods as required by laws
5. Overtime Pay
6. Discipline and Dispute Procedure Provisions
7. Wage Rates
8. Any other provisions applying to non-represented casual employees employed by the Company in the facility.

## ARTICLE 8 GRIEVANCES AND ARBITRATION

Section 1. A grievance is an alleged violation of specific terms of this Agreement by the Company. Any grievance arising under this Agreement, unless expressly excluded from this Article's coverage, will be settled by the parties exclusively according to this Article's terms. Employees are the only parties who have the right to initiate a grievance. Grievances will not be filed, discussed (other than as described in Section 2), investigated or otherwise processed during working time.

Section 2. Initially, the employee will discuss the grievance with his immediate supervisor at the time of the occurrence. The parties will attempt to resolve the grievance.

Section 3. If the matter is not resolved, the Union must submit a written grievance to the Residence Director or designee within fourteen (14) calendar days of the occurrence giving rise to the grievance. Grievances must be submitted on a form provided by the Union and signed by the grievant. The written grievance must contain a description of the conduct complained of, the section of the contract allegedly violated and the relief requested. Any grievance which fails to conform to these requirements may be disregarded by the Company and may not be processed further.

Section 4. Company and Union representatives will attempt to resolve the grievance. If no solution is reached within thirty calendar (30) days from the date the grievance is filed, the matter will be referred to the Union President, or designee, and the Vice President of Human Resources for the Company or the Company designee. They will meet, review the facts and attempt to resolve the grievance.

Section 5. If, after the Union President and the Vice President of Human Resources or Company designee, have met, the Union wishes to proceed to arbitration, the Company must be notified within fourteen (14) days of the final meeting. Additionally, the Union must notify the Federal Mediation and Conciliation Service and request a list of eleven (11) arbitrators. Arbitrator names will be struck alternatively by both parties until one name remains. The Union will be the first to strike. Either party may reject one panel prior to striking, in which case a new panel will be requested. The arbitrator will be notified of his selection and asked to submit with his acceptance the earliest available hearing date. If the failure to arbitrate within sixty calendar (60) days is due to the unavailability of the selected arbitrator, the time limit will be extended or either party has the right to select a new panel of arbitrators.

Section 6. The number of days indicated at each level shall not be considered as merely procedural, but shall be deemed of the essence and jurisdictional prerequisites to arbitration. Failure to adhere to this Article's time limitations will permanently bar any further processing of the grievance, including the submission of the grievance to arbitration. However, these time limits may be extended by mutual agreement of the parties on a non-precedent setting basis.

Section 7. Settlements may be entered into at anytime between the parties in order to resolve matters arising out of this Agreement. Unless otherwise stated the settlement is presumed to be non-precedent setting.

Section 8. In rendering a decision, the arbitrator will be governed and limited by this Agreement's provisions, applicable law, and the expressed intent of the parties as set forth in this Agreement. The arbitrator is authorized to determine if the underlining grievance is arbitrable as an initial matter prior to taking evidence on the substance of the underlining grievance as is typically permitted by an arbitrator under his/her authority. The arbitrator is not, however, required to do so. In matters relating to employee discipline and/or discharge, the arbitrator's authority will be limited to determining whether the employee engaged in misconduct or other

prohibited behavior. The arbitrator will have no authority to add to, subtract from, or modify any of the terms and provisions of this Agreement or substitute his judgment for that of the Company and will confine his judgment strictly to the facts submitted in the hearing, the evidence before him, and the express terms and provisions of this Agreement. The arbitrator's decision will be final and binding upon the Union, the employee, and the Company, unless the arbitrator fails to comply with this Article.

Section 9. The expense of the arbitrator will be paid by the losing party.

Section 10. Any settlement under the procedures established under this Article, short of arbitration, will be binding upon the Company, Union, and employees. The settlement will also preclude any further administrative or judicial relief.

## ARTICLE 9 COMPANY RULES AND DISCIPLINE

Section 1. The Company will have the sole right to establish, revise or add attendance, work, smoking, alcohol abuse, substance abuse, drug and alcohol testing, functional testing, and safety rules.

Section 2. All types of discipline other than time and attendance violations shall be in-active from the employee's record after one year from the date that the discipline was issued. An absence is active for six months. After six months an absence will not be considered active for purposes of written corrective action.

Section 3. The Employees' Weingarten Rights if exercised by the Employee will be observed.

Section 4. The Employee shall be notified by the Company of any Disciplinary Notice placed in the Employee's personnel file and provided an opportunity to affix his/her signature to the notice. The Employee will be given an opportunity to provide any explanatory remarks.

Section 5. Any employee who is disciplined and/or discharged shall be informed in writing, at the time and the reason(s) for the same. If the employee is not present on the date of termination, the written discharge notice shall be mailed to the employee's last known address or emailed to the employee's personal email address on file together with any final check mailed to the employee's last known address or electronically deposited into the employee's bank account as permitted and authorized under state law.

Section 6. An associate is considered a "no call/no show" when failing to call in before or arrive for their scheduled shift. Three (3) occurrences within a rolling 12-month period may result in separation and considered an involuntary resignation. Two (2) consecutive "no call/no show" will be considered a voluntary resignation.

Section 7. Reportable Incidents: When an employee is involved in a State reportable incident, affecting that employee, the Employer agrees to notify the affected employee directly.



Section 8. The Company reserves the right to determine what disciplinary action will be taken in a particular circumstance, and it will be based on the severity and frequency of infractions. The Company is required to engage in a thorough and objective investigation. The Company shall not issue discipline twice for the selfsame incident. and the Company must be consistent in its issuance of discipline. This does not preclude the Company from building upon prior discipline for future violations or incidents. For policy violations the Company must have previously provided notice to the employee of such reasonable policy.

## ARTICLE 10 SENIORITY

Section 1. Definition of Seniority. The Company recognizes the principle of seniority. Seniority is an employee's most recent period of continuous employment with the Company in the bargaining unit. The Company will post a seniority list annually and provide the Union with a copy.

Section 2. Except as otherwise provided, seniority shall be defined as that period of service within the bargaining unit at the Greeley Meadowview facility from date of hire. Seniority shall be utilized as specified in this Agreement.

Section 3. Loss of Seniority. An employee will lose seniority for the following reasons:

1. Voluntary quit
2. Discharge meeting the standards and practices identified in the Company Rules and Discipline in accordance with this Agreement
3. Failure to perform any work for the Company for a period of six (6) months, unless an extension is required by applicable law or otherwise agreed to, in which case, the Company will meet with the employee to discuss accommodation options.
4. Acceptance of a non-bargaining unit position, except that should the employee return to a bargaining unit position without a break in service from the employer, the employee's seniority accumulated prior to the transfer/promotion/etc., shall be restored.
5. Retirement

Section 4. Accumulation of Seniority

1. Full-time employees shall accumulate seniority based upon length of service within the bargaining unit from date of hire.
2. Part-time and Casual employees shall accumulate seniority on the basis of hours worked within the bargaining unit from date of hire.
  - For purposes of converting seniority from hours to months, or months to hours, 173.33 hours of work shall equal one month of service. All hours worked, including overtime, up to 80 hours in a pay period, will be counted to determine seniority for Part-time and Casual employees.

3. Seniority shall continue to accumulate during any approved leave of absence for periods of twelve (12) months or less.
4. Following recall from layoff, seniority credit will be restored to the amount immediately prior to layoff. Employees do not accumulate seniority while on layoff.

Section 5. Priority in Seniority Among Employee Classifications.

Seniority shall be applied in the following order, unless stated otherwise in the Agreement with a specific Article:

1. Full-time and part-time employees in the bargaining unit.
2. Probationary and casual employees in the bargaining unit (higher seniority goes to the employees with a greater number of hours worked in the unit).

**ARTICLE 11**  
**UNION VISITATION**

Section 1. The Employer shall permit the Union President and/or duly authorized business agent(s) to enter on the Employer premises for the purposes of conferring at reasonable times with management and/or with individual bargaining unit employees.

Section 2. The Union's agent(s) will notify the Residence Director or her/his designee, at least twenty-four hours in advance of entering the facility and will disclose the purpose of the visit and/or grievance investigated. The union representative(s) will also respect all forms of confidentiality and operations and agree not to disrupt the operations of the company in conducting union business. Further the union representative will not engage in direct conversations with Residents regarding Meadowview employment matters.

All other Union access, which the Company is lawfully required to grant, will be granted under the same conditions.

**ARTICLE 12**  
**BULLETIN BOARDS**

Section 1. The Company will designate one bulletin board in the Company breakroom that already exists for the purpose of posting Union notices. The notices will announce union meetings, election results, and communications from the Union. The material must be submitted to the Residence Director for review. The Parties agree that no inappropriate communication is permitted on the bulletin board and the Residence Director can remove inappropriate communication otherwise posted on this bulletin board (i.e. profanity, etc.).

**ARTICLE 13**  
**UNION STEWARDS**

Section 1. The Company recognizes the right of the Union to designate two union stewards and one alternate from the Company's seniority list. These stewards or alternates will not be granted any special privileges other than what is provided below in this Article.

Section 2. The Company will make every reasonable effort to allow up to two Union Stewards two consecutive days off annually that are not paid by the Company to attend the Union annual seminar. Provided one or both of the designated Union Stewards are not able to attend the annual seminar, the Parties agree that the one alternate union steward may attend. All expenses and time off for the annual seminar are paid exclusively by the Union. To facilitate scheduling the Union will notify the Residence Director and supervisor, in writing, three (3) months prior to the seminar of the dates.

**ARTICLE 14**  
**WORK SCHEDULES**

Section 1. Posting of Schedules. The Employer agrees to post a work schedule on a month-to-month basis. The work schedule shall include the employee's name, starting and finishing times and days off. The Employer shall post the work schedule one week prior to the beginning of the month.

Section 2. Assigning Additional Hours. The procedure shall include allowing employees to volunteer for additional shifts in order of seniority. The Employer will assign, where possible, part-time and casual employees to fill remaining open shifts prior to mandating additional hours to regular employees.

**ARTICLE 15**  
**NO STRIKE NO LOCKOUT**

Section 1. During the term of this Agreement, there will be no strike, work stoppage, picketing, honoring of any picket line whatsoever, sympathy strike, boycott (primary or secondary). The Company will not lock out any bargaining unit employee during the term of this Agreement.

Section 2. Neither the violation of any provisions of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state or local laws will excuse employees or the Union from their obligations under this Article's provisions.

Section 3. In the event of any breach of this Article, the Union will immediately declare publicly that such action is unauthorized, will immediately order its members to resume their normal duties and continue to take any necessary action to correct the problem and restore the Company to full operation.

Section 4. In the event the Union fails to take the actions described in Section 3, the Company will have all rights and damages including judicial relief provided under the law and, if permitted, recover court costs and attorneys' fees.

Section 5. The Parties agree that if an employee (or group of employees) violate this Article, the Company has the sole right to issue discipline up to, and including, discharge which shall not be subject to review through the grievance procedure except as to whether the employee violated this section.

## ARTICLE 16 JOB SECURITY CONSIDERATIONS

Section 1. No Sub-Contracting. Subcontracting will not be used to diminish the staff members covered by this agreement. The Company will make every reasonable effort to limit the amount of work subcontracted out, but may do so in such cases when unable to adequately staff Resident needs.

Section 2. Bargaining Unit Work. The Company will make every reasonable effort to limit the amount of bargaining unit work performed by non-bargaining unit personnel. This may include when there are emergency circumstances determined by the Company and in the performance of incidental work also as determined by the Company.

## ARTICLE 17 JOB POSTING

Section 1. Whenever a permanent vacancy exists in any biddable job classification, or a new job becomes available, the Company will post the job electronically for three (3) days and the posting will include some of the job requirements specific to the position being posted and some of the qualifications and/or work experience needed for the position. Employees desiring to bid on the vacancy must apply on-line within the allotted three (3) days. If the Employee is absent from work during the three (3) day posting period, the Union Steward shall have the right to submit a bid on his/her behalf and the Company can rely on the bid advanced that the Union Steward had the authority of the Employee.

Section 2. The Company will choose the successful candidate based on demonstrated skill, ability, and performance and also consider the requirements of the job as demonstrated on the job description. When, in the Company's judgment, there are two or more employees of relatively equal skill, ability, and performance (Which includes an employee's attendance, safety and disciplinary record), the principal of seniority will govern. If no qualified candidate applies, in the Company's sole judgment, or no bid is received, the job may be filled by the Company from any other source.

Section 3. Temporary vacancies will be filled at the Company's discretion without the need to post the job. The Company shall determine in its discretion whether and when to declare a permanent vacancy.

Section 4. In the event that the successful bidder proves unsatisfactory during a trial period not to exceed thirty (30) days, or chooses not to continue in the new position within ten (10) days of

accepting the position, the employee may return to the position formerly occupied if the position remains vacant.

Section 5. An employee must remain in a new job for a period of three (3) months before bidding on another job posting, so long as the position the employee bids on does not represent a promotion (e.g., higher pay rate, full-time, benefited from non-benefited, etc.), in which case there shall be no bid lid.

**ARTICLE 18**  
**HOURS OF WORK**

Section 1. The workweek, for payroll purposes, will consist of seven (7) consecutive days beginning on Sunday and ending on the following Saturday. The workday for payroll purposes is defined as a period of twenty-four (24) hours commencing with the beginning of each employee's shift. The basic workweek for all full-time employees consists of five (5) days per week at eight hours per day. However, employees can be scheduled for work above 5 days per week and more than 8 hours per day and for work on any combination of days during the work week, and the days that an employee is scheduled on need not be consecutive. Additionally, the Company may assign up to ten-hour shifts and twelve-hour shifts.

Section 2. Nothing contained in this Agreement will be construed as a guarantee of any hours of work in a workweek.

Section 3. The Company will schedule breaks and meal periods in line with service to Resident requirements and in accordance with state law.

Section 4. For shifts of over 5 consecutive hours employees are entitled to uninterrupted, duty-free meal periods of at least 30 minutes and this meal period is unpaid.

Section 5. If an employee is required to attend a meeting or perform work during his/her meal period, such time shall count as time worked payable at the employee's straight time hourly rate unless a different rate is required by state law.

Section 6. The Company shall authorize and permit a compensated 15-minute rest period in accordance with the following work hours:

<u>Work Hours</u>	<u>Rest Periods Required</u>
2 or fewer work hours	0 Rest Period
Over 2 and up to 6 hours	1 Rest Period
Over 6 and up to 10 hours	2 Rest Periods

Section 7. The employer may authorize and permit employees to have rest and meal periods available in accordance with state and federal law. The Employer will coordinate staffing and schedules to ensure that all employees receive rest and meal periods in accordance with state law.

**ARTICLE 19**  
**LAYOFF AND RECALL**

Section 1. In instances of layoff and recall, the Company will first consider employees' demonstrated skills, ability and performance. When, in the Company's judgment, there are two or more

employees of relatively equal skill, ability and performance performing the same job, the principle of seniority will govern. Although the Parties acknowledge it is solely the Company's decision, the Union may suggest, at any time, alternatives to layoff for the Company to consider and may also suggest retraining or alternate employment opportunities to the Company. Casual employees and probationary employees will be laid off prior to regular employees on the seniority list, unless such employees possess special skills not possessed by regular employees but deemed necessary by the Company. The Employer agrees to notify the Union at least thirty days in advance and meet to discuss the impact of the displacement on personnel. The Company shall notify the affected employees no later than 20 days in advance of job elimination.

Section 2. In the event of a restoration of the workforce, employees will be recalled in the reverse order in which they were laid off, provided, however, that employees being recalled still have the ability and qualifications to perform the work.

Section 3. Employees have three (3) days to return to work after being recalled by any verifiable means. If the employee does not return to work within 3 days, the employee forfeits his/her right to recall and shall be considered a voluntary resignation. Recalled employees will begin receiving pay for any work performed at the wage rate effective prior to layoff or in accordance with the agreement. In no event shall this provision be construed as requiring the payment of wages during layoff and/or when not performing work.

Section 4. Laid-off employees will retain recall status for 6 months.

## ARTICLE 20 WAGES

Section 1. The Company will provide a 3.0 % increase for all employees currently employed at the Meadowview of Greeley facility (No retroactivity and implemented on first payroll following ratification) However, if ratified prior to Labor Day, this increase will be effective at the start of the last pay period in June 2021.

Section 2. This is the minimum standard and the Company has the ability, in its sole discretion, to provide a greater increase during the term of this contract. Provided this occurs, the Company will notify the union in advance of any wage increase. The company agrees not to provide a starting wage for an employee lower than the lowest starting wage in the same classification that currently exists at the commencement of this Agreement.

Section 3. The Company further proposes not to prorate the corresponding increase for any employees with less than one year of service or that received a wage adjustment in the previous 12 months.

Section 4. Retention Bonus

All Full time and Part-time employees (only) are entitled to the following retention bonus provided they are employed at the time of ratification and during the time period identified below:

Full Time employees are eligible for the following (including those who have transitioned from part-time to full-time status as of the implementation timeframes below):

- Upon 60 days of employment following ratification, employees will receive a one-time bonus of \$200.00, subject to normal withholdings;
- Upon 6 months of employment following ratification, employees will receive a one-time bonus of \$500.00, subject to normal withholdings;
- Upon one year of employment following ratification, employees will receive a one-time bonus of \$1,000.00, subject to normal withholdings;

Part Time Employees are eligible for the following (including those who have transitioned from casual to part-time status as of the implementation timeframes below):

- Upon 60 days of employment following ratification, employees will receive a one-time bonus of \$100.00, subject to normal withholdings;
- Upon 6 months of employment following ratification, employees will receive a one-time bonus of \$250.00 subject to normal withholdings;
- Upon one year of employment following ratification, employees will receive a one-time bonus of \$500.00, subject to normal withholdings.

## ARTICLE 21 OVERTIME

Section 1. All time worked over forty (40) hours in any one (1) work week will be paid at the rate of time and one-half (1 1/2) for non-exempt associates working on an hourly basis or as required by Colorado state law. There will be no duplicating or pyramiding of overtime nor will there be any duplicating or pyramiding of overtime and any other pay for any reason.

Section 2. The Company retains the sole discretion to determine in each instance if overtime work is required, how much overtime work will be needed.

Section 3. If an employee is on a 12-hour profile, the employee will be paid time and one-half (1 1/2) for all hours worked over 12 hours in the same work day.

Section 4. In the event it becomes necessary to schedule employees on an overtime basis, such coverage under these circumstances will be filled on the basis of seniority (volunteers by seniority; assigned by reverse seniority) of available staff members that have the ability, skills and knowledge to perform the work as determined by the Company.

## ARTICLE 22 VACATION/ PTO / EIB

Section 1. Vacation, sick time, EIB, PTO, and other time-off benefits that currently cover members of the bargaining unit at the Meadowview facility shall continue. Should any improvements be made to these benefits for non-bargaining unit employees, those improvements shall extend to all members of the bargaining unit.

**ARTICLE 23**  
**BEREAVEMENT LEAVE**

Section 1. In the event of a death in an associate's immediate family (i.e. mother, father, step-parents, brother, sister, step-siblings, legal spouse, domestic partner, child, grandchild, grandparent, current parent-in-laws, mother or father of a living spouse or spouse of a living child, current sibling-in-laws, or legal guardian) an employee may be granted paid bereavement leave for up to three (3) days or for a maximum of twenty-four (24) hours for full time associates; or two days or a period not to exceed sixteen hours for part-time associates.

**ARTICLE 24**  
**HOLIDAYS**

Section 1. The Company observes six holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. An employee may choose to select one Holiday other than Christmas but the employee must designate the Holiday and notify the Company in writing at the time of hire or, for existing employees, within 15 days following ratification of this Agreement. The Parties will only recognize six holidays total during the life of this Agreement. Employees are not permitted to modify further their selection during the term of this agreement. Employees may be required to work some of these holidays as determined by the needs of the Company.

Section 2. If an employee is required to work on an observed holiday, the employee will be paid holiday pay of one and one-half times the employee's regular hourly wage for the number of hours worked during the 24 hours of the actual holiday (midnight to midnight). In order to be eligible to receive holiday pay, employees are required to work their entire last scheduled shift preceding and their first scheduled shift following the Holiday, unless otherwise approved in advance by the Company's supervisor or otherwise required by law. Employees not required to work on a holiday may take the time as unpaid or choose to take eight hours from their PTO Bank.

Section 3. Since some work shifts of employees may bridge both a recognized holiday and a regular day of work, affected Employees shall be paid for the entire shift worked at the rate of one and one-half times their regular hourly wage when either 1) their shift begins the day before the holiday and ends on the holiday or 2) when their shift begins on the holiday and ends the day after.

**ARTICLE 25**  
**HEALTH AND WELFARE**

Section 1. Bargaining unit employees shall continue to be covered by the insurance, other health and welfare benefits, and retirement benefits that are extended to employees outside of the bargaining unit at the facility (outlined in the SPD).

Section 2. Should the health insurance benefits be deemed to be non-compliant with PPACA the parties shall bargain over such issue.



**ARTICLE 26**  
**FAMILY AND MEDICAL LEAVE**

Section 1. The Company will comply with all applicable state and federal laws which address employees' rights to request or obtain a family or medical leave of absence. The Company reserves the right to require employees to use any paid time off concurrently with family or medical leave

**ARTICLE 27**  
**MILITARY LEAVE**

Section 1. Employees enlisting or entering the military of the United States will be granted all rights and privileges provided by applicable law, as well as any enhanced benefits/provisions outlined in the Employer's Associate Handbook.

**ARTICLE 28**  
**SEVERABILITY**

Section 1. If any state or federal legislation, court decision or government regulation invalidates any article or section of this Agreement, all other articles and sections not invalidated shall remain in full force and effect. In the event any provision(s) are declared to be in conflict with any law, court decision, and/or regulation, and/or are invalidated, either party may request to meet and, following such request, the parties shall meet for the purpose of discussing and/or negotiating the effects of the provision(s) so invalidated.

**ARTICLE 29**  
**DURATION OF AGREEMENT**


Section 1. This Agreement will be in full force and effect from September 8, 2021 until September 8, 2022, and will continue in full force and effect for each year after that unless written notice of the desire to terminate or modify this Agreement is served by either party upon the other, at least sixty (60) days prior to the expiration of the Agreement or any automatic extension of the Agreement.

With their signatures, authorized representatives of the Company and the Union have agreed to this Collective Bargaining Agreement on the 6th day of December 6 2021.

UFCW LOCAL 7R

29<sup>th</sup> Street ALF, LLC d/b/a Meadowview  
of Greeley, CO

BY 

BY 

BY \_\_\_\_\_

BY Chad Archer Counsel to Meadowview  
Ingram Lewis PC



APPENDIX A

7760 W. 38th Avenue #400  
Wheat Ridge, CO 80033

UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL NO. 7R AFL-CIO

**HEALTHCARE DIVISION  
(non-Kaiser)**

**AUTHORIZATION FOR WITHHOLDING UNION DUES**

This Check-Off Authorization is separate and apart from the Membership Application and is attached to the Membership Application only for convenience.

I hereby voluntarily authorize the financial institution listed below to deduct \_\_\_\_\_ \$56.52/month (if top pay in your job classification is between \$15.00 - \$19.99/hr)  
\_\_\_\_\_ \$60.85/month (if top pay in your job classification is between \$20.00 - \$24.99/hr)  
\_\_\_\_\_ \$65.18/month (if top pay in your job classification is between \$25.00 - \$29.99/hr)  
\_\_\_\_\_ \$70.17/month (if top pay in your job classification is more than \$30.00/hr)

and pay that to United Food and Commercial Workers Local 7R as my membership contribution, plus any additional amount indicated below under the political checkoff category. I may revoke this authorization at any time.

Checking Account #: \_\_\_\_\_ Check Routing #: \_\_\_\_\_  
Name of Bank: \_\_\_\_\_ Address of Bank: \_\_\_\_\_

Please make sure  
all your purple  
highlighted areas  
are completed.

Authorizing Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Your privacy is important to us. Only authorized staff persons have access to bank account numbers. All information is kept in strict confidence.