

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ACCORDIUS HEALTH AT ST. MARY  
(dba Ivy at Davenport)

AND

UNITED FOOD & COMMERCIAL WORKERS,  
DISTRICT UNION LOCAL NO. 431

EFFECTIVE DATES

MARCH 1, 2020 THROUGH FEBRUARY 28, 2023

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COLLECTIVE BARGAINING AGREEMENT

By and Between

ACCORDIUS HEALTH at ST. MARY

(dba Ivy at Davenport)  
And  
UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL 431

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as the "Agreement"), made and entered into as of the 1st day of March, 2020, by and between Accordius Health at St. Mary, (dba Ivy at Davenport), (hereinafter referred to as "Employer"), and United Food & Commercial Workers, District Local Union No. 431 (hereinafter referred to as "Union").

ARTICLE 1  
RECOGNITION

1.1. The Employer recognizes the Union as the exclusive collective bargaining representative for all employees in the unit covered in National Labor Relations Board Case No. 33-RC-2724, being: all full-time and regular part-time nurses aides, housekeeping personnel, dietary aides, cooks and laundry personnel employed by Employer at its facility located at 800 East Rusholme Street, Davenport, Iowa, but excluding registered nurses, licensed practical nurses, the groundskeeper, the maintenance person, activities director, assistant activities director, social services director, clerical personnel, guards, professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

1.2. The Business Representative of the Union may request of the Administrator to visit the premises of the Employer during any shift schedule after first notifying the Administrator of the time and purpose of such visit. Such permission will not be unreasonably withheld where these conditions are met. The Business Representative of the Union will be permitted to visit the premises of the Employer for the purpose of ascertaining that the provisions of this Agreement are being observed and/or conferring with employees covered by this Agreement during their non-work time and in break areas. Such visits shall not interfere with the operation of the Employer or the performance of the employees' duties and the Business Representative shall inform the Administrator or Director of Nursing of his/her visits prior to entering the Employer's premises.

1.3. The Union will furnish in writing the name of the authorized representative, and the Employer is obliged only for admission of such authorized representative. Employer shall not unreasonably deny access to employee break areas during all working hours for the above-stated reasons.

ARTICLE 2  
UNION COOPERATION

2.1. The Union agrees to uphold the rules and regulations of the Employer which have been approved by the Union in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer.

2.2. The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the establishment, and in caring for the residents and patients in the best manner possible.

2.3. The Union agrees to cooperate with the Employer in correcting inefficiencies of members which might otherwise necessitate layoff or discharge.

### ARTICLE 3

#### UNION DUES DEDUCTIONS AND CHECK-OFF

3.1. During the term of this Agreement, the Employer will deduct from each paycheck the uniformly required Union dues (and initiation fee, if applicable), assessments and death benefit payments, and any Credit Union deposits of each employee for whom there is on file with the Employer a lawful voluntary signed check-off authorization. The amounts so deducted shall be forwarded, not later than five (5) days after the date of the last paycheck in each month, to the Financial Secretary-Treasurer of Local Union No. 431, together with a list of names (and amounts) for whom deductions have been made.

3.2. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken by the Employer in administering the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

### ARTICLE 4

#### BULLETIN BOARDS

4.1. The Employer shall provide a bulletin board that shall be used for the purpose of posting proper Union notices. The Union agrees that the Employer shall be provided with a copy of all notices prior to posting.

### ARTICLE 5

#### MANAGEMENT RIGHTS

The Employer retains the exclusive right to manage the business, 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, and whether or not heretofore exercised except as specifically limited by the express terms of this Agreement. Such prerogatives shall include, but not be limited to, the sole and exclusive rights to:

5.1. Hire, promote, demote, layoff, assign, transfer, suspend, discharge and discipline employees; set pay rates, hiring rates, pay plans, wage increases, and incentive plans for employees; determine employee benefits; determine overtime rules; select and determine the number of its employees, including the number assigned to any particular work or work unit; to increase or decrease that number; direct and schedule the workforce; determine the location and type of operation; determine and schedule when overtime shall be worked; install or remove equipment; discontinue the operation of the business by sale or otherwise, in whole or in part at any time; subcontract bargaining-unit work (provided the work is performed off-site), determine the methods, procedures, materials and operations to be utilized or to discontinue their use; transfer or relocate any or all of the operations by sale or otherwise, in whole or in part, at any time, determine the work duties of employees; promulgate, post and enforce reasonable rules and regulations governing the conduct and acts of employees during working hours; require that duties other than those normally assigned to be performed; select supervisory employees; train employees; discontinue or reorganize or combine any department or branch of operation with any consequent reduction or other change in the work force; introduce new or improved methods or facilities, regardless of whether or not the same cause a reduction in the working force; establish, change, combine or abolish job classifications; transfer employees, either temporarily or permanently, within programs and/or job classifications; determine job qualifications, work shifts, reasonable work pace, work performance levels, standards of performance, and methods of evaluation of the employees, and in all respect carryout, in addition, the ordinary and customary functions of management, except as specifically abridged, altered or modified by the express terms of this Agreement.

5.2. The provisions of this Agreement do not prohibit the Employer from directing any qualified employee from performing any task. The Employer, therefore, has the right to schedule its management and supervisory personnel at any time. The selection of supervisory personnel shall be the sole responsibility of the Employer and shall not be subject to the grievance and arbitration provisions of this Agreement.

5.3. The foregoing statement of the rights of management and of Employer functions are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent in management and shall not be construed in any way to exclude other Employer functions not specifically enumerated. The Employer shall maintain the wages of employees covered by this Agreement, as of the effective date of this Agreement, unless explicitly modified by the terms of this or any subsequent Agreement.

## ARTICLE 6

### NO DISCRIMINATION

6.1. Neither the Center nor the Union shall discriminate against any employee because of his or her race, age, creed, color, sex, sexual orientation, gender identity, national origin, religion, veteran status, or disability of such employee. The use of the terms "she" and "her" herein shall mean and refer to both male and female employees.

## ARTICLE 7

### CLASSIFICATIONS OF EMPLOYEES

7.1. A regular full-time employee is one who is regularly scheduled to work thirty (30) hours or more per week. Regular full-time employees are eligible for all benefits as provided for in this Agreement.

7.2. A regular part-time employee is one who is regularly employed in a position of a continuing nature and who is scheduled to work less than 30 hours per week on a continuing basis. Part-time employees are not eligible for any benefits.

7.3. A casual, on-call or per diem employee is one with no regular schedule, but who works intermittently as required and depending on the availability of work. Casual, on-call or per diem employees are not eligible for any benefits.

7.4. A temporary employee is one who is hired as a replacement for a regular employee on an approved leave of absence not to exceed the period of the leave. Temporary employees are not eligible for any benefits.

## ARTICLE 8

### PROBATIONARY PERIOD

8.1. All employees covered by this Agreement who are hired or transferred into a covered position on or after the effective date of this Agreement, whether or not previously employed by the Employer shall be subject to a probationary period of ninety (90) days if hired on a part-time basis, and sixty (60) days if hired on a fulltime basis. The Employer in its sole discretion may elect to extend this probationary period by up to an additional thirty (30) days. Such extension must be presented to the employee in writing. Seniority shall not accrue to employees during their probationary period. However, upon successful completion of said probationary 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.

8.2. Probationary employees may be terminated during their probationary period at the discretion of the Employer without recourse to the Grievance and Arbitration Procedure.

## ARTICLE 9

## VACANCIES

9.1. A vacancy is defined to mean any permanent full-time or part-time job opening within the job classifications in this Agreement, which the Employer determines to fill. The Employer reserves the exclusive right to determine if a vacancy exists. Where the qualifications (i.e., attendance, prior discipline, and demonstrated job performance) of the employees are equal, seniority shall govern. Vacancies will be posted for five (5) calendar days.

## ARTICLE 10

### SENIORITY

10.1. 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 first began work in a bargaining unit position.

10.2. Seniority shall not accrue to probationary employees during the probationary period. However, at the successful completion of the probationary period, the employee's seniority shall be retroactive to the employee's first day of work in the bargaining unit position, and shall accrue during his/her continuous employment with the Employer within the bargaining unit covered by this Agreement.

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

1. Voluntary quit.
2. Discharge.
- 3 Failure to report to work after a layoff, within three (3) days after receipt of written notice of recall sent by the Employer to the employee at his/her last address of record on file with the Employer or ten (10) days after written notice of recall is sent to the address that was last provided by the employee.
4. Layoff which extends in excess of twelve (12) consecutive months, provided the employee has at least six (6) months' service.
5. No call/no show per the Employer's Employee Handbook.
6. Unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement.
7. Taking employment elsewhere during the period of a contractual leave of absence without the express consent of the Employer.

10.4. An employee whose seniority is lost for any of the reasons outlined above shall be

considered as a new employee if the Employer again employs him/her. The failure of the Employer to rehire said employee after the loss of seniority shall not be subject to the grievance and arbitration provisions of this Agreement.

10.5. In the event the Employer finds it necessary and desires to reduce its staff by laying off employees, it shall notify the Union as expeditiously as possible of its intention, and shall inform the Union of the names of the employees who have been or who are to be laid off, as well as the effective date of the layoff.

10.6. Generally, a layoff will take place as follows:

1. Volunteers will be considered first without regard to their individual periods of employment.
2. Probationary employees within the job classification will be laid off first without regard to their individual periods of employment.
3. Casual, on-call, per diem, or temporary employees within the affected job classification and shift will be considered for layoff next by seniority (an employee who has been on final warning more than once in the preceding three (3) years may be laid off without regard to seniority).
4. Part-time employees within the job classification and shift will be considered for layoff next by seniority (an employee who has been on final warning more than once in the preceding three (3) years may be laid off without regard to seniority).
5. Full-time employees within the job classification and shift will be considered for layoff next by seniority (an employee who has been on final warning more than once in the preceding three (3) years may be laid off without regard to seniority).

Should the Employer recall employees, the recall will be the opposite of the layoff procedure (i.e., the last one laid off will be the first one recalled).

10.7. When two (2) or more employees have the same seniority, the employee with the earlier birth month and birth day shall be considered more senior.

10.8. Employees bidding to new jobs or vacancies shall be given fair and impartial instruction as to the duties of the job to which they bid, and a reasonable opportunity to prove their abilities through job performance. Five (5) working days shall be considered an adequate time to demonstrate an ability to learn a job. Employees failing to qualify shall retain their seniority rights, and may bid for any other vacancy, but may not displace a regular, assigned employee. When employees bid for and are awarded permanent jobs, their former position shall be declared vacant.

10.9. When a job that has been posted as a temporary vacancy is discontinued, the temporary jobholder(s) shall return to their last previously held job.



10.10. In the event an Employee covered by this Agreement is offered and accepts a position outside the bargaining unit, such Employee shall lose all of his/her seniority rights under this Agreement.

10.11. It shall be the responsibility of the employee to keep the Employer informed of his/her present address and telephone number and to notify the Employer, in writing of any such changes.

10.12. When an employee is required temporarily to fill a job paying a higher rate of pay, the employee shall receive the higher rate of pay for all time spent on the higher-rated job.

## ARTICLE 11

### HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS

11.1. The normal workweek shall be no more than 40 hours per week. The normal workday shall be no more than 8 hours per day. The Employer reserves the right to modify the workweek or workday for some or all employees at its sole discretion. The recitation of a normal workweek or workday shall not imply a guarantee of any number of hours in a workweek or a workday.

11.2. Overtime shall be paid for all hours worked in excess of forty (40) per week. The Employer may schedule mandatory overtime to meet the needs of the business. No overtime shall be worked unless approved in advance.

11.3. The Employer shall fix the hours of work. A supervisor shall assign employees specific starting and ending times and schedule meal and rest periods.

11.4. Employee work schedules shall be posted at least seven (7) days prior to the first workday on the schedule. Changes to the posted schedule may be made by the Employer to meet the needs of the business, including the right to send employees home after the start of their shift.

11.5. If an employee wishes to change a scheduled day with another employee, both employees must sign a written request, and it must be approved by a supervisor. No employee changes will be approved if they result in overtime.

11.6. Rest and meal periods shall be provided as outlined in the Employer's Employee Handbook.

11.7. If an employee is required to work an extra shift, then the employee cannot be required to take off his/her next regularly scheduled shift.

11.8. No split shifts shall be permitted unless agreed to by the employee.

11.9. All regular available hours shall be offered to regular employees before on-call employees or work program employees are scheduled or called in. This does not apply to overtime hours.

11.10. Full-time employees reporting for work at their regularly scheduled starting time who have not previously been notified not to report for work, shall receive a minimum of two (2) hours of work for that day or, in lieu thereof, two (2) hours pay. Part-time employees shall not be scheduled for less than two (2) hours work for any shift. Parttime employees reporting for work at their regularly scheduled starting time shall receive a minimum of two (2) hours work or in lieu thereof, two (2) hours pay.

11.11. Employees who are called in to work outside their regularly scheduled work shifts shall receive a minimum of two (2) hours pay, or pay for hours actually worked, whichever is greater. Call-in work is on a voluntary basis by the employee, unless the call-in is to resolve a staff shortage due to a scheduled employee(s) call off resulting in staffing of less than the routinely scheduled staff numbers for the shift, or other emergency beyond the control of the Employer, or by an act of God, to assure adequate patient care.

11.12. The Employer shall develop a volunteer on-call list. Employees who have signed up for the list will be contacted to work available shifts by seniority on a rotating basis.

11.13. The parties have agreed to adopt the following scheduling practice, referred to as the "highlighting system." The main features of the highlighting system are as follows:

- 1 . At the time the Employer posts the employees' monthly departmental schedule, it may highlight up to one employee per shift per day as the designated highlighted employee;
2. Employees will be so designated pursuant to a rotating schedule;
3. Designed highlighted employees will be required to stay beyond the expiration of their scheduled shift for up to four (4) hours in the event of a call-in/call-off, no call/no show, and/or open shift;
4. Once designated on the schedule as the designated highlighted employee for a specific shift, an employee may trade their highlighted shift with another employee, provided they obtain prior approval from their supervisor or his/her designee at least 48 hours prior to the beginning of the highlighted shift (exceptions may be made at the sole discretion of the supervisor or his/her designee);
5. Violations of the highlighting system will be treated separately from all other disciplinary offenses: a first offense will result in a final warning, and the second offense will result in termination.

## ARTICLE 12

### DISCHARGE, DISCIPLINE OR SUSPENSION

12.1. The Employer shall have the right to maintain discipline and efficiency of its operations including the right to discharge, suspend or discipline an employee for just cause. Grounds for discipline or discharge, including immediate discharge are set forth in the Employer's Policies. Any probationary employee may be discharged or disciplined by the Employer in its sole discretion. No question concerning the disciplining or discharge of probationary employees shall be the subject of the grievance or arbitration procedure.

## ARTICLE 13

### PAID TIME OFF/HOLIDAY, SICK, VACATION

13.1. Paid time off/holiday, sick, vacation shall be offered and administered as outlined in the Employer's paid time off/holiday, sick or vacation policies. Prior to implementing any substantial and material change to paid time off/holiday, sick or vacation benefits, the Employer shall negotiate with the union on such changes.

#### 13.2. Paid Time Off ("PTO") Plans:

1. Eligibility—Regular Full-time employees (Regular Part-time employees hired on or before December 1, 2009 are also considered eligible for this benefit; Regular Part-time employees hired after December 1, 2009 are not eligible for this benefit).
2. Eligible Time-off Categories in PTO Plan — Vacation, Holiday, Sick, Jury Duty, Bereavement, Doctor Appointments, and Sick Child.
3. Accrual—PTO Hours accrue from Date of Hire. PTO accrues each pay period based on hours paid (excluding overtime), up to-a maximum of 40 hours per workweek. Maximum PTO Balance — Two (2) times the annual accrual hours.
4. PTO Hours are earned and may be used after 180 days of service (6 months). PTO Hours must be used in a minimum of Wyo (2) hour increments. No automatic cash-out of PTO Hours. Requests for PTO advances are not allowed within the Plan.
5. Payout Provision—Earned, but unused PTO Balance payable upon separation of employment.
6. PTO Designated Holiday Rule—Employees are eligible to request a PTO Day based on the employee's regularly scheduled shift (up to 8 hours) on a Designated Holiday.

Designated Holidays included: New Year's Day, Memorial Day, Independence Day (July 4<sup>th</sup>), Labor Day, Thanksgiving Day, and Christmas. In order to elect a PTO Day, an employee must work the scheduled day before the Holiday, on the Holiday, and after the Holiday, unless excused.

7. Sellback Provision—Employees are allowed to sell back up to 50% of their accumulated PTO one time per year on their anniversary date of hire.
8. Accrual Rates and PTO Days:

Years of Service	MAXIMUM PTO Days	PTO Accrual Rate
0 < 1 Years	13	.0500
1 < 2 Years	15	.0577
2 < 5 Years	16	.0615
5 < 10 Years	17	.0808
10 < 15 Years	20	.0846
15+ Years	26	.1000

## ARTICLE 14

### INSURANCE BENEFITS

14.1. The Employer shall make available to eligible employees group hospitalization and medical insurance plans on a contributory basis. The specifics of the program shall be determined at the discretion of the Employer but shall provide for a group hospitalization and surgical schedule.

14.2. The Employer in its sole discretion, may implement, modify or eliminate health, dental, life, vision and/or disability benefits as outlined in Employer policies. The Employer may select, change, eliminate or modify insurance carriers, benefit plans, benefit levels, employee co-pays and/or premiums. Prior to implementing any substantial and material change in insured benefits, the Employer shall meet and confer with the Union to discuss the changes provided the Union requests such a meeting within thirty (30) calendar days of receiving notice of the changes. If the Employer's foregoing modification results in less total compensation for employees in the bargaining unit, the Employer shall negotiate with the Union regarding such changes.

## ARTICLE 15

### RETIREMENT/401(k) PLAN

15.1. The Employer shall make available its 401 (k) Savings Plan to eligible employees; however, the Employer, in its sole discretion, may implement, modify or eliminate a defined benefit plan, a defined contribution plan, and/or a Retirement/401 (k) Plan as outlined in the Employer Plan Documents. The Employer reserves the right to implement, modify or eliminate its Retirement/401(k) Plan and shall meet and confer with the Union to discuss any substantial and material change provided the union requests such a meeting within thirty (30) calendar days of receiving notice of the changes.

## ARTICLE 16

### LEAVES OF ABSENCE

16.1. The Employer may implement, modify or eliminate paid or unpaid leaves of absences as outlined in its Employer Policies and consistent with all state and federal leave requirements. The Employer reserves the right to modify its Leave of Absence policies. The Employer will negotiate any material and substantial changes in its Leave of Absence policies prior to implementation.

16.2. Full-time employees who have passed probation shall be granted an unpaid leave of absence in order to perform work for the Union, upon request by the employee and authorization by the Union, with thirty (30) days notice to the Employer. No more than two (2) employees may be off on Union leave at any given time and no more than one (1) employee per shift, unless mutually agreed. Such leaves may be for any duration up to six (6) months in length and may be extended by mutual consent. Seniority will accrue during the leave of absence. The Employer will take the needs of the business into account, but will not unreasonably withhold approval of such leave or extension.

16.3. A leave of absence due to illness, injury, or other disabling condition shall be granted to the eligible employee by the Employer upon presentation of a certificate from a licensed physician. The employee must be full-time and have passed his/her probationary period. The Employer reserves the right, as a condition of granting such leave, to have one of its own designated physicians examine the employee before granting the leave of absence. The Employer will not unreasonably exercise such right. Such leave of absence shall not exceed one hundred twenty (120) days, provided that such leave may be extended for up to two (2) consecutive thirty (30) day periods. Extension shall not be unreasonably withheld.

16.4. For good cause shown, the Employer shall grant at least one leave of absence for personal reasons not to exceed sixty (60) calendar days, except that such leave may be extended for an additional thirty (30) day period. The employee must be full-time and have passed his/her probationary period. The granting of any additional personal leaves or extension thereof shall be in the Employer's sole discretion. Application for and the granting of such personal leave shall be in writing. A copy of the approved leave authorized shall be given to the employee. An employee's failure to return from personal leave or such employee's acceptance of any other employment without the Employer's permission may result in disciplinary action.

16.5. Employees shall not accrue benefits during leaves of absence unless required by law. To the extent allowed by the business, the Employer shall return the employee to the same job and position that he/she held at the time they went on leave with no loss in seniority and with any intervening increases in wages or benefits applied as if they had been working. Employees must give the Employer at least ten (10) days written notice of their return to work.

16.6. The Employer and the Union agree to comply with the Federal Family and Medical Leave Act and with all other applicable state and federal law pertaining to family and medical leave.

16.7. Situations not covered by the express terms of this Agreement shall be addressed at the discretion of the Employer.

## ARTICLE 17

### BEREAVEMENT LEAVE

17.1 When a death occurs in the family of an employee, he/she shall be entitled to Bereavement Leave as outlined in the Employer's Policies. Prior to implementing any substantial and material change in the Bereavement benefit, the Employer shall negotiate with the Union over the changes.

17.2. In the event of the death of a member of the immediate family of an employee (defined as spouse, parent, child, brother, sister, grandparent or grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and domestic partner, including step relationships), such employee shall be entitled to a funeral leave (if scheduled to work on those days) up to a maximum of three (3) days. Employees requesting such leave shall be required to use available PTO for the first two (2) days of leave (if available, and unpaid if PTO is not available) and if a third day is necessary, said compensation for lost time shall be compensated by the Employer (up to one day per calendar year). Employees may utilize the funeral leave at any time

during the following period: five (5) days before the funeral, the day of the funeral, and five (5) days immediately after the day of the funeral if scheduled on any of these days.

## ARTICLE 18

### JURY DUTY PAY

18.1. Employees summoned to jury duty will be excused from work for the time spent in jury duty and will be paid the difference between jury duty pay and their regularly scheduled base pay. After completion of jury duty, the employee must produce a jury duty pay voucher to the Payroll Department; otherwise the Employer is under no obligation to make the payments required under this Article. The above payment is conditioned on the employee working the hours the employee is reasonably available while not rendering jury service. No part of this excused absence shall be counted as hours actually worked for the purposes of determining overtime or other premium pay liability, or for any other purpose.

## ARTICLE 19

### NO STRIKE/NO LOCKOUT

19.1. At no time shall there be a strike at the facility organized under this Agreement. During the term of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that it will not cause, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, any kind of hand billing, stoppage of work, retarding of work or boycott, sick out, or any other activities which interfere, directly or indirectly, with the Employer's operations at this facility. The Employer agrees that there shall be no lockout at this facility during the life of this Agreement.

19.2. The Employer shall have the right to discharge or discipline any or all employees who engage in any conduct in violation of this Section.

## ARTICLE 20

### GRIEVANCE PROCEDURE

20.1. A grievance shall be defined as a written statement alleging the violation of a specific provision of this Agreement by either party or by an employee, setting forth in detail all grounds upon which such allegation is based.

20.2. The parties shall attempt to resolve all disputes arising in connection with this Agreement on an informal basis. If the parties are unable to resolve such dispute in the manner provided in the Article, the party making the claim shall, within the applicable time limit set out below, serve a written grievance on the other party.

#### 1. Suspension, Layoff and Discharge

- a. Any grievance relating to the suspension, layoff, or discharge of an employee covered by this Agreement must be served in writing on the Employer within one (1) calendar week of the date upon which the suspension, layoff, or discharge was effective, or the grievance will be null and void.
- b. The parties shall meet within two (2) calendar weeks of the service of said grievance for the purpose of discussing and, if possible, settling said grievance. The Employer shall give its answer to the grievance within three (3) calendar days of the conclusion of such meeting. If no answer is given within such time period, the grievance will be deemed to have been denied. If the grievance for suspension or layoff is not settled, the Employer shall arrange for a meeting between the Union Steward and/or Business Representative and an Employer representative for a final discussion on the matter.

#### 2. All Other Grievances

- a. All grievances not subject to Section A of this Article must be served in writing on the other party within two (2) calendar weeks of the

occurrence which gave rise to the dispute, or the grievance will be null and void.

- b. The parties shall meet within two (2) calendar weeks of the service of said grievance for the purpose of discussing and, if possible, settling said grievance. The party against whom the grievance is filed shall give its answer to the grievance within five (5) calendar days of the conclusion of such meeting. If no answer is given within such time period, the grievance will be deemed to have been denied. If the grievance is not settled, Employer shall arrange for a meeting between the Union Steward and/or Business Representative and an Employer representative for a final discussion on the matter.

## ARTICLE 21

### ARBITRATION PROCEDURE

21.1. If a grievance is not settled under the Employer's grievance policy, the Union may refer it to arbitration within ten (10) days of the Employer's decision. The Union's request for arbitration must be made in writing, by the tenth day, after the Employer's answer to the last step in the grievance procedure has been served on the Union, or the grievance will be deemed to have been resolved on the basis of the Employer's last answer and will not be arbitrable. It is understood and agreed that a decision of the Union not to exercise its right to request arbitration shall be final and binding upon the members of the bargaining unit, and further that the Union, through its designated representatives, has authority to settle any grievance at any step.

21.2. By mutual consent, the Union and the Employer shall select an Arbitrator who shall arbitrate grievances arising under this Agreement. The Union shall submit the unresolved grievance in writing to the Arbitrator with a copy to Employer.

21.3. The Arbitrator may consider and decide only the particular grievance presented to him in a written stipulation by the Employer and the Union, and his decision shall be based solely upon an interpretation of the provisions of this Agreement. The award of the Arbitrator so appointed shall be final and binding upon the parties. The Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify or change the terms and conditions of this Agreement. Only one grievance shall be submitted to the Arbitrator at a time, unless the parties mutually agree otherwise.

21.4. The cost of arbitration, which shall include the fees and expenses of the Arbitrator, shall be borne equally by the parties. Each party shall pay any fees of its own representatives and witnesses for time lost.

21.5. Occurrences prior to the execution date or subsequent to the expiration date of this Agreement shall not be subject to arbitration.



21.6. Since it is important that grievances and arbitrations be processed expeditiously, the number of days indicated at each level shall not be considered as merely procedural, but shall be deemed of the essence and any grievance shall be waived if not appealed to the next step or to arbitration within the time limits set forth herein, unless otherwise agreed in writing by both the Union and the Employer.

21.7. The parties agree that the arbitrator may consider a written statement signed by a resident or patient in lieu of their live testimony. The parties agree that neither shall call a resident or patient as a witness.

## ARTICLE 22

### SEPARABILITY

22.1. In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

22.2. In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provision which may have been so declared invalid or void.

## ARTICLE 23

### NOTICE OF SALE

23.1. In the event the facility covered by this Agreement is to be sold, assigned, leased or transferred, the Employer will notify the Union as soon as possible of the name and address of the new owners, assignee, lessee or transferee, and meet with the Union to negotiate over the effects of the transaction on bargaining unit employees.

## ARTICLE 24

### MISCELLANEOUS

24.1. The Employer shall pay the cost of any required TB testing for all bargaining unit employees.

24.2. Labor-management meetings shall be set at the discretion of the Union and the Employer.

24.3. Employees are required to read the Employer's Employee Handbook and all other applicable facility policies and procedures and will be responsible for knowing their contents.

24.4. The rules of the Employer's Employee Handbook shall be followed except where superseded by this Agreement.

24.5. In the event an employee is requested or required to use their automobile in the performance of the Employer's business, the employee shall be reimbursed at the IRS mileage rate then in effect.

## ARTICLE 25 HIRING RATES AND WAGES

25.1. The Employer agrees to meet and discuss the hiring rates for any newly covered positions prior to implementation as long as the meeting occurs within thirty (30) calendar days after the Union receives notice of the rates. The Employer may, at its sole discretion, implement, modify or eliminate incentive to hire new employees, encourage safe working practices, or for any other business reason.

25.2. New employees shall be paid not less than the following start rates effective on the dates shown below:

<u>Position</u>	<u>3/1/20</u>	<u>3/1/21</u>	<u>3/1/22</u>
Cert. Med. Aides	\$15.00	\$15.00	\$15.00
Rehab Aides	\$14.00	\$14.00	\$14.00
Nurses Aides	\$13.00	\$13.00	\$13.00
Cooks	\$11.50	\$11.50	\$11.50
Housekpg Aides	\$10.50	\$10.50	\$10.50
Dietary Aides	\$10.50	\$10.50	\$10.50
Laundry Aides	\$10.50	\$10.50	\$10.50

25.3. A shift premium of twenty-five cents (\$.25) per hour shall be paid to all employees covered by this Agreement who work the 3<sup>rd</sup> shift (10:00 p.m. to 6:30 a.m.)

25.4. A "weekend only" option will be available to employees who are hired to work every-other weekend only. The "weekend" shall be defined as shifts starting at 10:00

p.m. on Friday and ending at 10:00 p.m. on Sunday. Employees will be eligible for an additional one dollar (\$1.00) per hour for each hour worked. This "weekend only" option is intended strictly for the use of those employees who are willing to hire on with the Employer until such time as a regular part-time or full-time position is available. Once an employee accepts part-time or full-time employment with the Employer, the additional wage incentive will terminate.

25.5. The parties have agreed to the following across-the-board increases to the base wage rates for all bargaining unit employees employed as of the effective date of the increase:

Year 1 (3/1/20):	2%
Year 2 (3/1/21):	2%
Year 3 (3/1/22):	2%

ARTICLE 26

TERM OF AGREEMENT AND REOPENER

26.1. The expiration date for this Agreement shall be February 28, 2023 and shall automatically renew each month thereafter unless thirty (30) days advance written notice by either party is given to amend or terminate the Agreement.

THIS AGREEMENT became effective on March 1, 2020.

FOR THE EMPLOYER

Accordius Health at St.  
Mary

(dba Ivy at Davenport)

\_\_\_\_\_  
Bargaining Committee Member

By 

Name

Momin Afreede

Title

Administrat -

Date

3-25-2021

FOR THE UNION

United Food & Commercial

Workers Local Unit No. 431

  
Name

SCOTT NOYD

Title

Secretary-treasurer

Date

2-28-20

By

TENTATIVE AGREEMENT BETWEEN  
ACCORDIUS HEALTH AT ST. MARY  
AND  
UFCW LOCAL 431

START RATES

CNA	13.00
CERT. MED. AIDES	15.00
REHAB AIDES	14.00
COOKS	11.50
DIETARY AIDES	10.50
HOUSEKPG AIDES	10.50
LAUNDRY AIDES	10.50

3/1/2020	3/1/2021	3/1/2022
2%	2%	2%

NAME CHANGE                      ACCORDUIS HEALTH AT ST. MARY

TERM 3 YEARS                      MARCH 1, 2020 – FEBRUARY 28, 2023