

AGREEMENT

between

**PEARL VALLEY REHABILITATION &
NURSING AT GOWRIE LLC**

and

**NURSING HOME DIVISION
UNITED FOOD & COMMERCIAL WORKERS
DISTRICT LOCAL UNION 431**

November 1, 2017 – October 31, 2022

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PEARL VALLEY REHABILITATION & NURSING AT GOWRIE LLC

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LABOR AGREEMENT

THIS AGREEMENT made and entered into this 1st.day of November, 2017, by and between Pearl Valley Rehabilitation & Nursing At Gowrie LLC, an Iowa corporation, hereinafter referred to as the Employer," and NURSING HOME DIVISION, LOCAL 431, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as "Union."

It is the intent and purpose of the Employer and the Union to promote and improve labor management relations between them and to set forth herein the basic terms of agreements covering wages, hours and conditions of employment to be observed by the Union and by the Employer.

In consideration of mutual promises and agreements between the parties hereto and in consideration of their mutual desires in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

ARTICLE 1: RECOGNITION OF THE UNION

- 1.01 -** The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the appropriate bargaining unit herein established and described as follows:
- 1.02 -** All regular full-time and regular part-time employees employed at the Employer's Gowrie Care Center, 1808 Main St., Gowrie, Iowa; excluding administrator, office clerical employees, guards and supervisors as defined in the National Labor Relations Act, as amended.

ARTICLE 2: MAINTENANCE OF STANDARDS

- 2.01 -** No employee shall, as a result of this Agreement, suffer any reduction in wages nor lose any hours or working conditions previously granted by the Employer.
- 2.02 -** Further, this Agreement provides minimum standards only and shall not prevent this Employer from granting additional payment of benefits so long as such granting is not otherwise a violation of this Agreement or state or federal laws, including bonuses, side benefits, and fringes.
- 2.03 -** Employer agrees to deduct from employee's pay union dues, initiation fees, death benefit, UFCW ABC Club and credit union account upon written permission from employee and submit such deductions to the Union in a timely manner.

ARTICLE 3: MANAGEMENT PREROGATIVES

- 3.01 -** Subject to the provisions of this Agreement, it is recognized that the Employer retains the right to exercise the customary functions of management in operating its facility. Such rights shall include, but not to be limited to, location of operations, types of equipment to be used or materials purchased or sold and whether or to what extent any service or activities, of any nature; whatsoever, shall be added, modified, eliminated or obtained by contract with any Employer. This right shall include the right to hire, and determine the number of Employees in the nursing home or a department thereof, including the number assigned to any particular work to increase or decrease that number, to direct and assign their work, to establish new job classification and job content and qualifications thereof, to change or

combine the job content of any classifications, to determine when and where overtime shall be worked, to establish and schedule the working hours of the employees, to determine the reasonable work pace, work performance levels and standards of performance of the Employees, to require safety devices and equipment, to layoff, discipline, discharge for just cause, suspend for just cause, transfer, promote and take any action considered necessary to establish and maintain efficiency and discipline, including the discharge or suspension of any Employee for just cause.

- 3.02 - However, none of these functions of management shall be exercised so as to abrogate any specific provisions of this contract or to discriminate against the Union or any employee.

ARTICLE 4: SENIORITY

- 4.01 - Seniority shall be defined as the length of continuous employment with this Employer. Under this definition, the last employee hired shall be the first to be laid off. Temporary absence from work up to 18 weeks, as set forth in this Agreement, shall not break seniority. Seniority may be broken only by quit, justifiable discharge, if an employee has been continuously laid off for a period of more than six (6) months. Failure by an employee to notify the Employer within three (3) calendar days of recall that he or she will not return to work after recall from layoff; or failure to report to work within three (3) calendar days from the date of scheduled recall; or failure of an employee to return to work in accordance with the terms of leaves of absence shall break seniority. Recall to work shall be governed with the same principles of seniority.
- 4.02 - Regular full-time employees are those employees who are regularly and normally scheduled to work thirty (30) hours or more per week (or sixty (60) hours per pay period).
- 4.03 - Regular part-time employees are those who are regularly and normally scheduled to work a minimum of sixteen (16) hours per week (or thirty-two (32) hours per pay period) and/or is regularly scheduled to work an average of three (3) shifts per week (or six (6) shifts per pay period).
- 4.04 - Temporary, casual, or PRN employees are those who are not regularly scheduled to work either full-time or part-time but are on a call-in basis or seasonal basis. A temporary, casual, and PRN employee shall not remain as such for more than sixty (60) days, unless the employee desires to remain as such on a permanent basis and except for the provisions concerning summer employees covered later in this Agreement. Temporary, casual, and PRN employees shall not have seniority under the terms of this Agreement unless and until they become either regular full-time or regular part-time employees.
- 4.05 - The following are categories of employment of regular full-time employees, and seniority within each category shall prevail:

- Dietary
- Nurses Aides
- Housekeeping and Laundry
- LPN's and RN's

- 4.06 - The following are categories of employment of regular part-time employees and seniority within each category shall prevail:
- Dietary
 - Nurses Aides
 - Housekeeping and Laundry
 - LPN's and RN's
- 4.07 - The Employer shall furnish the Union with the current seniority list covering all employees. The Employer shall not be required to furnish this list more often than every ninety (90) days.
- 4.08 - The Union may appoint up to three (3) Union stewards, one for each shift. The Union shall furnish the Employer with the names and mailing addresses of all Union stewards thus appointed and shall notify the Employer of any replacement and the Union stewards appointed within two (2) days after replacement, and the Union shall furnish duly appointed stewards mailing addresses.
- 4.09 - Any controversy over seniority shall be subject to adjustment, settlement and arbitration in the same manner as other controversies arising under this contract.
- 4.10 - If any new job classifications are created, the rate of pay shall be negotiated at that time.
- 4.11 - New full and part-time employees shall be on a sixty (60) day evaluation period and may be discharged during the first sixty (60) day period by the Employer without the necessity for establishing just cause or any other excuse. New full and part-time employees in the nursing department who are not Certified Nursing Assistants at the time of hire shall be on a one hundred and twenty (120) day evaluation period per Federal 1987 OBRA requirements. If a nursing employee successfully completes the required CNA course and passes the required competency examination within the first sixty (60) days of employment, their evaluation period shall revert to a sixty (60) day evaluation period from the date of hire. If the Employer has a question concerning the qualifications of a new full or part-time employee, it may request from the Union an extension of the evaluation period, which the Union will grant. Discharges during the evaluation period or any extension thereof may not be the subject for the grievance or arbitration procedures provided for in this Agreement nor give rise to any other right or claim of relief on the part of such employee. However, after the full or part-time employee has successfully completed his/her evaluation period, his/her seniority date shall revert back to the beginning date of his/her employment. During such evaluation trial period, all other terms and provisions of this Agreement shall apply unless otherwise exempted herein.

ARTICLE 5: JOB BIDDING AND POSTING VACANCIES

- 5.01 - **Job Posting:** In the event a vacancy is not replaced by the technique of advance bidding, posting upon an appropriate bulletin board and notice that a job vacancy exists, setting therein the job category and schedule of work hours. This notice shall be posted for seven (7) calendar days, but during these seven (7) calendar days the Employer may temporarily assign any employee to fill this vacancy.
- 5.02 - The Employer shall fill vacancies, in the first instance, from persons bidding who are in the same job category, regardless of whether full-time or part-time employees. If the vacancy is not filled in this fashion, the bids of employees in job categories other than the one in which a vacancy exists shall be next considered.
- 5.03 - The Employer shall fill these vacancies on the basis of qualifications, ability and physical fitness. When these three factors are relatively equal, the applicant having the greatest

seniority shall fill the vacancy.

- 5.04 - An employee from a different job category shall be an employee in his/her new job category for an evaluation period of sixty (60) days except nurse aides which shall be in an evaluation period of ninety (90) days. During this evaluation period, the Employer shall have the exclusive right to determine the qualification of the employee in the new job classification but the Employer shall not exercise this power of judgment in an arbitrary or capricious manner.
- 5.05 - In the event an employee bidding on a new job category is found not to be qualified, his/her employment status shall revert to the job category he/she had prior to bidding upon the new position.
- 5.06 - If an employee successfully completes his/her trial period, he/she shall not be eligible to bid another job, for a period of one (1) year unless mutually agreed upon by company and Union.

ARTICLE 6: HOURS OF WORK

- 6.01 - Work schedules shall be posted at least one (1) week prior to the start of the work period.
- 6.02 - If the Employer makes a change in the work schedule on any individual employee, one week's notice of the change in the work schedule of the individual employee shall be given by the Employer to the individual, absent unavoidable or emergency conditions
- 6.03 - Regular full and part-time employees shall normally be scheduled so that they work every other weekend except in cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving patients of needed care, as determined by the Employer, or, further, by mutual agreement of the Employer and employee.
- 6.04 - Schedules shall provide employees with twelve (12) hours between shifts, except in cases of emergency as determined by the Employer, or where such break time cannot be given as the result of rotating schedules.
- 6.05 - Regular full and part-time employees shall not be scheduled to work for more than six (6) consecutive days unless overtime pay is paid for work in excess of six (6) consecutive days. "Exceptions can be made at the employee's request and agreement is made with the employer (in writing) to relinquish overtime.
- 6.06 - A regular full or part-time employee reporting to work at his/her regularly scheduled starting time who has not previously been notified not to report for work shall receive a minimum of three (3) hours of work for that day or, in lieu thereof, three (3) hours pay, except for employees who regularly work a two-hour shift.
- 6.07 - In an unforeseen situation the employer reserves the right to change the work schedule giving the employee twenty four (24) hour notice of change before their shift begins. Regular full and part-time employees who are called to work outside their scheduled work days and inside the twenty four (24) hour time frame will be paid one and one-half (1 1/2) times their base rate of pay for the first three hours. The Employer reserves the right to reevaluate this article at the termination of this agreement.
- 6.08 - Overtime pay shall be paid at the rate of one and one-half (1 1/2) times the base rate of pay. Where and applicable, Employer will pay the weighted overtime average as per FLSA regulations.
- 6.09 - All regular full and part-time employees shall be paid overtime for all hours worked over forty (40) in a one-week pay period. The work week for pay purposes shall begin at 6:00 a.m. Sunday and shall end at 5:59 a.m. the following Sunday morning. Overtime shall not

be pyramided.

- 6.10 - Should a member of the bargaining unit, voluntarily or on his/her own initiative, as approved by the Employer, wish to work as a fill-in for other members of the bargaining unit who are scheduled to work, but wish to have the scheduled workday off, the Employer shall not be obliged to pay the negotiated overtime pay for the hours thus worked as a fill-in.

ARTICLE 7: RATES OF PAY AND RELATED MATTERS

- 7.01 - **Pay Period:** The pay period will cover two weeks, beginning from 6:00 AM Sunday and ending on 5:59 AM Sunday. Pay for the pay period will normally be issued on the following Friday. In case of a Holiday or Statewide Emergency, the Employer may pay on the following business day or following day of regular operations.
- 7.02 - Any mistakes in an employee's pay will, upon request by the employee, be corrected within 3 business days of the error being reported by the employee, unless the employee agrees to wait until the next regularly scheduled pay date.
- 7.03 - The pay scale for regular employees, full and part-time, will be as shown by Appendix A attached hereto and by this reference made a part hereof.
- 7.04 - **Uniforms:** Employees shall receive a set of uniforms for each eight (8) hour shift the employee is regularly scheduled to work. An employee that regularly works forty (40) hours a week shall receive five (5) sets of uniforms while an employee who regular works twenty fours (24) hours a week shall receive three (3) sets of uniforms. If a uniform is ruined while working, replacements may be bought for half price. Date of distribution, uniform type, and other uniform policy and procedure related matters will follow the Employer policy. Upon separation of employment, employees must surrender their uniforms to the Employer.
- 7.05 - **Shift Differential:** Regular full and part-time employees working the shift from 10 p.m. to 6 a.m. (third shift) will be paid fifteen cents (\$.15) per hour as additional compensation for this shift differential. Regular full and part-time employees working the 2nd shift (2 p.m. to 10 p.m.) will receive ten cents (\$.10) per hour additional compensation as a shift differential.
- 7.06- **Health Insurance:** The Employer will offer a group health insurance plan to all FT eligible employees. The employer will contribute a minimum of 50% of the monthly premium for the lowest plan option for the employee only. The employer reserves the right to contribute more towards the health insurance premiums for all or part of the duration of this contract without changing the terms of this contract. Coverage for spouse and children will be offered at the employee's own expense. Full-time employees are eligible for health benefits the 1st of the month following 60 days of initial employment. If a part-time employee becomes eligible for benefits based on the Affordable Care Act (ACA) measurement requirements, they will be notified of their eligibility date as required by the ACA mandate. The company health insurance benefits will be structured to follow the guidelines of ACA. If the company is unable to offer a group health insurance plan as a result of lack of participation, the employer will not be considered in violation of this contract providing there is reasonable evidence that the employer offered the coverage and was denied by the insurance company as a result of not meeting participation requirements. The company will not reimburse employees for privately held insurance premiums.
- 7.07 - **Christmas Bonus:** Every regular full and part-time employee is entitled to an annual Christmas bonus at the rate of two dollars (\$2.00) per month of service. This bonus is accumulative and begins with the employment date. Employee must still be employed at the time of bonus payment. Christmas bonus will be paid on the first paycheck of December each year.

ARTICLE 8: REST PERIODS AND LUNCH PERIODS

- 8.01 - All regular full and part-time employees working four (4) or more hours a day shall be entitled to one (1) rest period, fifteen (15) minutes in duration with pay. This rest period shall come within the first four (4) hours of the employee's employment. Employees working less than four (4) hours a day shall not be entitled to a rest period.
- 8.02 - The Employer shall schedule the rest period so as not to leave any working station understaffed in such a manner that the needs of the patients cannot be met.
- 8.03 - The Employer shall have the right to schedule rest periods.
- 8.04 - All regular full and part-time employees working more than seven (7) hours a day shall be given one (1) thirty (30) minute lunch period, with pay. So far as possible and still provide adequate care for the needs of patients, the lunch period shall be scheduled by the Employer as near as possible to the midpoint of the work period.

ARTICLE 9: SICK PAY

- 9.01 - All regular full-time and part-time employees shall earn sick pay at the rate of 0.0385 hours per hour worked or six and two quarter (6.66) hours per month, commencing with the first full month of service after the hire date, up to a maximum accumulation of ten (10) days or eighty (80) hours. This shall apply to present employees retroactively. No regular full-time employee shall be paid more than ten (10) sick leave days or eighty (80) hours in any twelve (12) month period.

Sick pay may be used for an employee's own illness or to care for their child's illness provided the child is under the age of 13. The same applies for any child to whom the employee stands *in loco parentis* to that child.
- 9.02 - Regular full and part-time employees shall not receive sick pay for the first day of their absence from work due to illness unless the period of illness exceeds one (1) week, and in that instance, the first day of sick pay shall be paid retroactively; sick pay shall be paid for illness of one (1) week or less commencing on the second day of illness. Employees eligible for sick pay will be paid the number of hours scheduled and missed, up to the maximum allowable pay as outlined above in section 9.01.
- 9.03 - All temporary, casual, and PRN employees are not eligible to earn sick or receive sick leave pay. However, if a temporary, casual, or PRN employee becomes a regular full or part-time employee, they will be eligible to begin earning sick leave hours based on the formula above, beginning with their first full month of service as a regular full or part-time employee.
- 9.04 - The Employer may require the employee to furnish a doctor's excuse to substantiate the employee's inability to work and claim for sick pay.
- 9.05 - Any unused accrued sick pay greater than sixteen (16) hours that remains at the end of the calendar year shall be paid out on the following January at half of the employee's base rate. The remaining sixteen (16) hours will be carried over to the following year.

ARTICLE 10: VACATIONS

- 10.01- Vacation time is available to regular full-time and regular part-time employees as a reward for service and for the express purpose of refreshing the mind and body. Temporary,

casual, and PRN employees are not eligible to earn vacation time. Eligible employees begin accruing vacation time upon hire, but do not earn and are not eligible to take vacation leave until completion of their probationary period. Vacation time accumulates on straight-time hours paid (up to the full-time equivalent of 2080 hours per anniversary year of employment), in accordance with the schedule outlined below. If a temporary, casual, or PRN employee becomes a regular full or part-time employee, they will earn vacation as outlined below, beginning with their first full month of service as a regular full or part-time employee.

- 10.02-** All regular full and part-time employees with one (1) year of service shall accrue up to one (1) week or forty (40) hours of paid vacation using the formula below.
- 10.03-** All regular full-time and part-time employees with two (2), three (3), four (4) and five (5) years of service shall accrue up to two (2) weeks or eighty (80) hours of paid vacation using the formula below.
- 10.04-** All regular full-time and part-time employees with six (6), seven (7), eight (8), and nine (9) years of service shall accrue up to three (3) weeks or one hundred twenty (120) hours of paid vacation using the formula below.
- 10.05-** All regular full-time and part-time employees with ten (10) or more years of service shall accrue up to four (4) weeks or one hundred sixty (160) hours of paid vacation using the formula below.

All regular full-time employees hired prior to 1992 that have 25 years or more of service shall accrue up to five (5) weeks or two hundred (200) hours of paid vacation using the formula below.

The following formula will be used to compute vacation pay:

| Year of Service | Accrual Rate | Maximum Balance |
|------------------------|---------------------|------------------------|
| Year 1 of Service: | 0.0192 | 40 |
| Year 2 of Service: | 0.0384 | 80 |
| Year 6 of Service: | 0.0577 | 120 |
| Year 10 of Service: | 0.0769 | 160 |
| *Year 25 of Service: | 0.0961 | 200 |

- 10.06-** Vacation pay shall be calculated using the base rate of pay received by the employee, in the last pay period of such employee, before the date of his or her scheduled vacation or vacation pay out.
- 10.07-** Due consideration shall be given scheduling vacations on a home seniority basis and staffing needs, and once an employee's vacation date has been approved, it shall not be changed without the consent of the employee involved, nor can it be changed by the employee without the consent of the employer.
- 10.08-** Vacations requested in January shall be granted by seniority for that calendar year. Requests after January shall be on a first come first served basis. Vacation requests must be in writing and are subject to employer approval based on other vacation scheduled and staffing needs as to not compromise resident care.
- 10.09-** Employees who elect to resign and give a two-week notice of termination of employment will be entitled to receive vacation pay in lieu of vacation to the extent that such vacation pay has been earned on the date of termination of employment. Employees must have at least one (1) year of service to be eligible for vacation pay.
- 10.10-** Vacation hours earned shall automatically be banked for the employee's future use up to a maximum balance equal to the employee's total annual accrual. Employees shall have the option to receive up to half of their vacation pay (vacation payout) once annually on

the first payday following the date of their request. If an employee takes vacation time off and has time banked, they will receive vacation pay for their time off on the applicable pay date. All requests for vacation and vacation payout must be in writing.

10.11- Employees discharged for cause shall forfeit all rights to earned but unpaid vacation pay.

ARTICLE 11: FUNERAL LEAVE

11.01- Every regular full and part-time employee who has a death in the immediate family (mother, step mother, father, step father, brother, sister, spouse, children, or domestic partner for minimum of three (3) years), is entitled to three (3) scheduled days leave of absence, with pay. Death of members of the family of second degree (grandmother, grandfather, grandchildren) will receive one (1) day's pay for leave of absence. If an employee is advised about the death of above listed relative during his or her working hours, the employee will be excused for the rest of the day with full pay.

11.02- For any other death in the family not covered in the above categories, an employee may take leave of absence of one (1) day, but no compensation will be received for that day or for any funeral days..

11.03- It is understood that payment for such time off may include but not extend beyond the day after burial if such day is a workday. Moreover, if the employee is notified of such death while at work, he or she shall be excused from further work on that day without loss of pay, and the time off provided for above shall begin with the following day.

ARTICLE 12: HOLIDAYS

12.01- All regular full and part-time personnel shall receive after their initial 60-day evaluation period, during the following holidays:

**New Year's Day
Memorial Day
Independence Day**

**Labor Day
Thanksgiving Day
Christmas Day**

double time (double their base rate) for all time worked on the Holiday. Since all employees cannot have all the holidays off, you are expected to cooperate in sharing the holidays. If it is your normal scheduled work day but you are not scheduled to work because you worked the last holiday you will be entitled to holiday pay. All eligible regular full-time employees shall receive 8 hours of holiday pay. Full-time Nurses that are regularly scheduled for 12-hour shifts will receive ten (10) hours Holiday pay. All eligible regular part-time employees shall receive 4 hours of holiday pay.

12.02- The day considered a holiday is the calendar day on which the holiday falls. Eligibility for double time shall commence at 10 p.m. the day before the holiday and end at 10 p.m. the day of the holiday.

12.03- Any employee shall forfeit the holiday pay if he or she fails to work the last scheduled workday prior to the holiday and the first scheduled workday after the holiday unless absence from work is due to illness, accidental injury or authorized funeral leave. Employer shall require a doctor's certificate.

- 12.04-** All regular full-time employees will be paid eight (8) hours at their base rate of pay for their birthday in addition to pay for hours worked on their birthday.
All regular part-time employees will be paid four (4) hours at their base rate of pay for their birthday in addition to pay for hours worked on their birthday.

ARTICLE 13: TERMINATION OF EMPLOYMENT AND GRIEVANCE AND ARBITRATION PROCEDURE

- 13.01-** Employees may not be suspended, demoted or discharged except for just cause. No grievance relating to any disciplinary action shall be valid unless submitted to the Employer in writing within ten (10) days after the suspension, demotion or discharge in question. In case of discharge, the employee affected may request and shall receive from the Employer in writing the reason for said dismissal, except during the evaluation period or employees discharged under Article 16.04.

- 13.02-** Should any difference, dispute or complaint arise over the interpretation or application of this Labor Agreement, an earnest effort shall be made by the parties hereto to settle the dispute promptly through the following steps:

Step 1: By conference between the Union steward, aggrieved employee or business agent of the Union and the Employer's administrator.

Step 2: If the grievance is not resolved by following the procedure set forth in Step 1, it shall be reduced to writing and shall specify in detail the alleged violation of the contract. This written notice shall be served no later than ten (10) calendar days following the date of the occurrence, except that any grievance based on alleged errors in the computation of pay shall be served within ten (10) days after the employee has received his or her paycheck. Written notices may be served by either the Union or the Employer and shall be served in the manner and given to the individuals representing the respective parties in the manner set forth elsewhere in this Labor Agreement.
Within ten (10) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet and endeavor to resolve the grievance. The time of this meeting may be extended by mutual consent.

Step 3: If the grievance is not resolved by following the procedures set forth in Steps 1 and 2, the matter shall be referred to the designated Union representative and a representative of the Employer for their decision.

Step 4: If the grievance is not satisfactorily resolved by following the procedures set forth in Steps 1, 2 and 3, either party after these three steps have been exhausted, or waived, may request, with reasonable promptness, in writing, that the matter be submitted to arbitration and the other party shall be obliged to proceed with arbitration in the manner hereinafter set forth.

The arbitrator shall be a neutral arbitrator the parties agree on. The expenses of arbitration shall be paid equally by the Union and the Employer.

- 13.03-** The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of this Labor Agreement respecting the grievance in question but he or she shall not have the power to alter or modify the terms of this labor Agreement. With respect to arbitration involving the discharge or discipline of an employee, the arbitrator shall determine if the discharge or discipline was for just cause and he shall further determine if the penalty imposed was reasonable and proper. He shall have authority to vacate, modify or affirm action previously taken, and, in appropriate cases, to order payment of back wages to the employee.

- 13.04-** The Employer shall have the right to call a conference with the shop stewards and/or officials of the Union for the purpose of discussing grievances, criticisms, quality of patient

care and other problems.

ARTICLE 14: LEAVES OF ABSENCE

- 14.01- Maternity Leave:** A leave of absence of up to twelve (12) weeks shall be granted for pregnancy on a mutually agreeable basis between the Employer and the employee. The employee shall be reinstated to her previous classification not necessarily on the same job upon furnishing the Employer with a physician's report certifying that she is capable of returning to work. This may be extended beyond the twelve (12) week limitation provided there is medical certification of necessity and agreement between the Employer and employee involved.
- 14.02- Injury or Illness Leave:** A leave of absence of up to twelve (12) weeks shall be granted to regular full and part-time employees unable to work because of illness or injury. The employee shall furnish a physicians report to the Employer certifying he or she is not able to work because of illness or injury, and on the outset that he or she is capable of returning to work. This may be extended beyond the twelve (12) week limitation provided there is medical certification of necessity and agreement between the Employer and employee involved.
- 14.03- General Leave of Absence:** A regular full or part-time employee may be granted a leave of absence not to exceed twelve (12) weeks upon permission and agreement by the Employer.
- 14.04- Benefit Accrual:** Any leave of absence, except funeral leave, shall not be computed as working time for the purpose of computing vacation allowances, Christmas bonuses, and other benefits.
- 14.05-** All aforementioned leaves of absence run concurrently with FMLA and State-mandated Leaves. Employees hired after November 15, 2017 will only be eligible for Leave after one (1) year of hire.

ARTICLE 15: WORK RULES

- 15.01-** The Union recognizes the right of the Employer to adopt, and from time to time, modify work rules and procedures and agrees to cooperate with the Employer to the end that good care is furnished to the patients.
- 15.02-** The following have been major problem areas in the past and these rules are recognized by the Union as being reasonable and necessary for the proper functioning of the Employer's operation:
- A. Smoking:** Employees may smoke only in designated areas for smoking during breaks and lunch hours. This includes the use of e-cigs and vapor ciT:.
 - B. Call-In:** An employee shall give at least two (2) hours advance notice of inability to report for a scheduled work assignment. An employee who is unable to report for a scheduled work assignment shall notify the immediate supervisor in her assigned work area by telephone. If the employee's immediate supervisor is not available, the Facility charge nurse shall be notified. Voice mail messages, text messages, social media communication, and all other methods of communication will not be considered proper notification. You must speak to one of the individuals listed above.
 - C. Use of Telephone:** Employees may not make outgoing telephone calls without express approval of his or her immediate supervisor, which may be granted only for emergency calls. Provided, however, that an employee may make outgoing telephone calls without approval during the lunch period or the

rest period.

An employee may not receive incoming telephone calls when at his or her normal duty station except those of an emergency nature. Provided, however, that an employee may make **outgoing local** telephone calls without approval during the lunch period or the rest period.

Supervisors have the authority to be flexible with regards to the use of cell phones but it is at the discretion of the supervisor to do so. One example that flexibility should be considered would be unsupervised children checking in before or after school and/or at regular intervals; or child caregiver that may have a question or concern for the parent. Your supervisor should be made aware in advance of a shift that you have a special circumstance that may require you to make or receive calls during your shift. The supervisor must agree that flexibility should be given to you during that particular shift. If given permission to make or receive calls during your shift, the calls should be as brief as possible not lasting more than a minute or two. Conversations that need to be longer should be made during a break period except in the case of emergencies.

D. Employees shall abide by all state and federal regulations governing employees working in a nursing home.

15.03- **Disciplinary Aspects** - The purpose of the disciplinary policy and procedure, as set forth herein, is to provide a method of effectively dealing with employee behavior that is inappropriate. In any organization, it is necessary to have rules covering a number of subjects, including personal conduct. It would be impossible to write rules to cover every situation. However, good conduct is expected of all employees and violations, such as the ones listed below, will result in disciplinary action.

15.04- The degree of discipline will vary depending upon the severity of the violation in the opinion of the administrator or the supervisor in question. Certain offenses will warrant dismissal even without previous offenses or warnings. Examples of some, but not limited to, offenses for which immediate dismissal may be warranted are:

1. Evidencing drunken behavior.
2. Possession or use of illegal narcotics or other illegal drugs.
3. Failure to notify the employer to be excused from work.
4. Theft on the premises.
5. Violation of resident rights.
6. Insubordination.
7. Abuse of sick leave.
8. Violence on the premises.
9. Failure to file a resident incident report.
10. Abandoning shift without supervisor approval.
11. Failure to immediately report to the Administrator suspected or witnessed abuse or neglect of a resident.
12. Failure to report arrests and convictions according to the company policy and state law.
13. Harassing a fellow employee or resident via verbal, physical, or other means because they belong to a certain ethnic, racial or other religious group or any other protected classification set forth in Federal Equal Opportunity law.

15.06- Other offenses may not be so serious as to result in an immediate dismissal but may warrant disciplinary action. With regard to such offenses, employees may be disciplined on a progressive disciplinary basis as follows:

1. **First Offense** - For a first offense of any nature, a verbal warning may be issued.

Such verbal warning will be documented in the employee's personnel file. Employee may be asked to sign such documentation.

2. **Second Offense** - For the second offense of any nature, a written warning may be issued to the employee and a copy of the written warning may be placed in the employee's personnel file. Employees may be asked to sign such written warning.
3. **Third Offense** - For the third offense of any nature, a suspension of up to fourteen (14) days may be imposed upon the employee and a copy of the notice of suspension placed in the employee's personnel file. Employees may be asked to sign such notice.
4. **Fourth Offense** - For the fourth offense of any nature, the employee may be discharged and a copy of notice of discharge placed in the employee's personnel file. Employees may be asked to sign such a notice.

15.07- Notwithstanding the foregoing, the health care facility, at its discretion, may choose to modify the above progressive disciplinary system, for example:

1. By issuing more than one (1) verbal warning, written warning or suspension.
2. By eliminating any of the above steps of progressive discipline depending upon the circumstances of the offense.

15.08- For purposes of progressive disciplinary action, any disciplinary action imposed pursuant to the foregoing procedure shall cease to be in effect twelve (12) months from the date it is issued to or imposed upon the employee with the exception of behavior that endangers a resident or fellow employee which will have a lookback period of five years.

15.09- The following are some, but not the only, examples of offenses that could lead to a dismissal pursuant to the progressive disciplinary system outlined above.

1. Inappropriate behavior.
2. Excessive tardiness or absence.
3. Failure to accept supervision, direction and discipline and to accept reasonable instructions.
4. Smoking in a "Non Smoking" area.
5. Failure to adhere to time card and time sheet procedures.
6. Failure to respect confidentiality of corporate/staff records, resident records and the privacy of residents.
7. Failure to exercise safety measures and adhere to safety precautions.
8. Misuse of resident food and nourishments.
9. Profanity.
10. Incompetence.
11. Dishonesty.

15.10- **Grounds for Immediate Discharge:** Reporting for duty under the influence of intoxicating liquor or drinking intoxicating liquor on premises, using narcotic drugs while on the Employer's premises, dishonesty, theft of property belonging either to the Employer or to its patients, or to other employees shall result in immediate discharge of the employee. It is emphasized that abusive treatment to the patients or violation of safety rules endangering patients or employees well-being may result in immediate

discharge or disciplinary action of the employee.

- 15.11- The grievance and arbitration procedure set forth in Article 14 of this Labor Agreement shall apply to cases of this type.

ARTICLE 16: MISCELLANEOUS

- 16.01- **Time Off for Union Business:** The Employer agrees to grant time off without pay to attend a labor convention or to serve in any capacity on other official Union business so long as it does not interfere with the Employer's business and provided that a written notice of the same is given to the Employer by such employee at least seven (7) days prior to the start of the affected shift.
- 16.02- This contract may be amended by mutual agreement of both parties, and if amended, the amendment shall be attached to the contract by addendum and signed by both parties.
- 16.03- The Employer will provide a bulletin board for display of this Agreement or Union notices, but it is the duty of the Union to maintain the posted material, unless unlawful to do otherwise.
- 16.05- Employee's dining room and restroom shall be provided as required by state regulations.
- 16.06- If the business of the Employer becomes involved in a controversy with any labor organization, the Union agrees to use its best efforts to bring about a settlement of such controversy.
- 16.07- Employees are required to furnish their initial physical examination at their own expense to the Employer in accordance with state requirements. Every four (4) years thereafter physicals will be paid by the Employer up to the allowance level of twenty-five dollars (\$25.00). Physicals are due fifteen (15) days before the employee's date of their last physical in order to receive payment. Violation of this rule will be considered a warning.
- 16.08- Representatives of the Union may visit the nursing home premises for the purpose of discussing grievances and other Union matters with the employees. Such discussions shall take place at such times and places as are mutually agreed to between the Employer and the Union. The parties shall cooperate in arranging such discussions so that there will be no disturbance to patients or interruption in providing care to such patients.
- 16.09- All Mandatory in-service meetings will be paid at regular rate of pay. This time will not affect overtime pay.
- 16.10- Overtime must be approved by Employer only.
- 16.11- During the week in which a regular in-service is scheduled, all employees regularly scheduled forty (40) hours will check in late or check out early a total of one (1) hour as scheduled so as to avoid overtime. All employees affected will please note the changes on their schedule.

ARTICLE 17: NOTICES

- 17.01- When notice must be given under any section of this Agreement by the Union to the Employer, the notice shall be directed to:

**Administrator
Pearl Valley Rehabilitation &
Nursing At Gowrie LLC
1808 Main St.
Gowrie, Iowa 50543**

- 17.02- A notice may be served on the Administrator, who shall sign receipt thereof, which shall be dated.

17.03- Notice may be mailed by certified mail with postage prepaid to:

**Administrator
Pearl Valley Rehabilitation &
Nursing At Gowrie LLC
1808 Main St.
Gowrie, Iowa 50543**

17.04- When the computation of time is relative under this Agreement, time shall commence to run with the day on which the notice is delivered to the Administrator or notice is mailed, as the case may be.

17.05- When a notice is required to be served by the Employer on the Union, the notice shall be given to:

**Jerry Messer, President
UFCW Local 431
2411 West Central Park Avenue
Davenport, Iowa 52802**

17.06- If notice is given by hand delivery, the Union shall sign a written receipt for the notice and the date thereof notice may also be given by certified mail, return receipt requested, deposited in the United States Mail with postage prepaid directed to:

**Jerry Messer, President
UFCW Local 431
2411 West Central Park Avenue
Davenport, Iowa 52802**

17.08- When computation of time is relevant under this Labor Agreement, time shall commence to run with the day on which the notice is hand delivered to the Union office or the day on which the notice is mailed by certified mail, return receipt requested, as the case may be.

17.09- The Employer and the Union each reserve the right at any time during the life of this Agreement to change the name of the person on whom the notice shall be served and the place at which the notice shall be served.

17.10- When such a change is made, the notice of the changed address or changed individual shall be furnished to the opposite party before it will become effective.

ARTICLE 18: STRIKES AND LOCKOUTS PROHIBITED

18.01- During the term of this Agreement, there shall be no strike, no sympathy strike, work stoppage, slowdown, picketing or boycott, authorized, called, sanctioned, approved or engaged in by the Union or any employee against the Employer, and there shall be no lockout by the Employer.

18.02- No employee shall participate in a strike, work stoppage, slowdown, picketing or boycott during the term of this Agreement. Such participation by any employee shall be just cause for discharge or other disciplinary action by the Employer, and any such employee so discharged or disciplined, having breached this Agreement, shall not be entitled to recourse under any of the provisions of this Agreement.

ARTICLE 19: SEVERABILITY CLAUSE

19.01- If any part of this Agreement is held to be in violation of any federal or state law, the provision held to be invalid shall be of no force and effect, but all of the other provision of this Agreement shall continue to be binding on the parties hereto.

19.02- In the event any provision is held or determined to be invalid, the Employer and Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid.

ARTICLE 20: SUCCESSORSHIP

20.01- 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. Following official notification of the sale or other transfer of the facility, the Employer agrees to pay a retention bonus to all employees who remain actively employed through the date of the closing transaction, as follows: a \$200 bonus will be paid to each full-time employee, and a \$100 bonus will be paid to each part-time employee. The parties agree that this provision shall fulfill the Employer’s legal duty to engage in “effects” bargaining in the event of a sale or other transfer of the facility.

ARTICLE 21: DURATION

21.01- *Requesting a 5-year contract with a January 2021 economic reopener that will reopen Articles 7, 9, 10, and Appendix A.*

Appendix A:

| Position | <u>Base Wage Effective</u> | | |
|--------------|----------------------------|----------|-----------|
| | 11/1/2017 | 4/1/2018 | 11/1/2019 |
| Nurse Aide | \$12.77 | \$12.77 | \$13.03 |
| CNA | \$13.62 | \$13.62 | \$13.89 |
| CMA | \$14.12 | \$14.12 | \$14.40 |
| Dietary Aide | \$10.69 | \$10.69 | \$10.90 |
| Dietary Cook | \$13.25 | \$13.25 | \$13.52 |
| Laundry | \$10.69 | \$10.69 | \$10.90 |
| Housekeeper | \$10.69 | \$10.69 | \$10.90 |
| LPN | \$17.11 | \$19.50 | \$19.89 |
| RN | \$20.32 | \$22.50 | \$22.95 |

Employer reserves the right to acknowledge previous experience at the rate of \$.10 per year up to five (5) years for newly hired employees.

Year 1

Effective upon April 1st following ratification of this Agreement, current non-probationary employees shall receive the following wage increases based on their years of continuous service:

- Less than 1 year: 1.75% increase to base rate
- At least 1 year, but less than 10 years: 2% increase to base rate
- 10 or more years: 2.25% increase to base rate

Year 2

Effective upon April 1st following the first anniversary date of this Agreement, current non-probationary employees shall receive the following bonus payments based on their years of continuous service (bonus amount will be estimated hours based on prior years regular and earned benefit hours up to a max of one hundred seventy three (173) hours per month):

| | |
|---|---|
| Less than 1 year: | Bonus equal to 1.5% of estimated hours |
| At least 1 year, but less than 5 years: | Bonus equal to 1.75% of estimated hours |
| At least 5 years, but less than 10 years: | Bonus equal to 2% of estimated hours |
| 10 or more years: | Bonus equal to 2.25% of estimated hours |

***Note:** The bonus payments will be made in two equal installments: the first 1/2 of the bonus will be paid upon the first anniversary date of this Agreement; the second 1/2 of the bonus will be paid six (6) months thereafter.

Year 3

Effective upon April 1st following the second anniversary date of this Agreement, current non-probationary employees following wage increases based on their years of continuous service:

| | |
|---|-----------------------------|
| Less than 1 year: | 1.5% increase to base rate |
| At least 1 year, but less than 5 years: | 1.75% increase to base rate |
| At least 5 years, but less than 10 years: | 2% increase to base rate |
| 10 or more years: | 2.25% increase to base rate |

Year 4

Effective upon April 1st following the third anniversary date of this Agreement, current non-probationary employees shall receive the following bonus payments based on their years of continuous service (bonus amount will be estimated hours based on prior years regular and earned benefit hours up to a max of one hundred seventy-three (173) hours per month):

| | |
|---|---|
| Less than 1 year: | Bonus equal to 1.5% of estimated hours |
| At least 1 year, but less than 5 years: | Bonus equal to 1.75% of estimated hours |
| At least 5 years, but less than 10 years: | Bonus equal to 2% of estimated hours |
| 10 or more years: | Bonus equal to 2.25% of estimated hours |

***Note:** The bonus payments will be made in two equal installments: the first 1/2 of the bonus will be paid upon the third anniversary date of this Agreement; the second 1/2 of the bonus will be paid six (6) months thereafter.

Year 5

Effective upon April 1st following the fourth anniversary date of this Agreement, current non-probationary employees shall receive an across-the-board wage increase equal to 1.75% of their base hourly wage rate.

The start rates shall also be increased by 2% across-the-board in all classifications effective upon the second anniversary date of this Agreement.

- The parties agree that employees still within their probationary period of employment on the effective date of any contractual wage increase (or bonus) shall not receive such wage increase (or bonus) until they have successfully completed their probationary period.
- These wage increases apply to the employee's base rate on the effective date of each annual increase and shall have no effect on employees hired after the across-the-board wage increases are effective.
- Employees who are on leave of absence or medical disability leave or worker's compensation shall receive the across-the-board increases.
- The wages of all employees affected by any State or Federal minimum wage increase which takes effect after the signing of this Agreement will be adjusted upward to no less than one percent (1%) above the applicable minimum rate.
- All fractional amounts of .5 or above shall be made to the next full cent.

This Agreement shall be effective from **November 1, 2017 through October 31, 2022** and shall continue from year to year thereafter unless either party serves a written notice upon the other party ninety (90) days prior to the anniversary date of this Agreement of its desire to terminate, modify, or amend the provisions of this labor agreement.

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

| | |
|---|---|
| <p style="text-align: center;">PEARL VALLEY REHABILITATION & NURSING AT GOWRIE LLC</p> | <p style="text-align: center;">LOCAL# 431 UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION</p> |
| <p>Jonah Svarc</p> | <p>Union Representative</p> |
| <p> 12-13-2017</p> | <p>_____</p> |

- The parties agree that employees still within their probationary period of employment on the effective date of any contractual wage increase (or bonus) shall not receive such wage increase (or bonus) until they have successfully completed their probationary period.
- These wage increases apply to the employee's base rate on the effective date of each annual increase and shall have no effect on employees hired after the across-the-board wage increases are effective.
- Employees who are on leave of absence or medical disability leave or worker's compensation shall receive the across-the-board increases.
- The wages of all employees affected by any State or Federal minimum wage increase which takes effect after the signing of this Agreement will be adjusted upward to no less than one percent (1%) above the applicable minimum rate.
- All fractional amounts of .5 or above shall be made to the next full cent.

This Agreement shall be effective from **November 1, 2017 through October 31, 2022** and shall continue from year to year thereafter unless either party serves a written notice upon the other party ninety (90) days prior to the anniversary date of this Agreement of its desire to terminate, modify, or amend the provisions of this labor agreement.

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| <p>Jonah Svarc</p> | <p>Union Representative</p> |
| <p> 12-13-2017</p> | <p> 12-13-2017</p> |