

# 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

INDEX

ARTICLE   TITLE

1	RECOGNITION .....
2	UNION COOPERATION . .....
3	UNION DUES DEDUCTION AND CHECK-OFF.....

4	BULLETIN BOARDS.....
5	MANAGEMENT RIGHTS.....
6	NO DISCRIMINATION.....
7	CLASSIFICATION OF EMPLOYEES.....
8	PROBATIONARY PERIOD
	.....9 VACANCIES.
10	SENIORITY
11	HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS, AND PAY DAYS
12	DISCHARGE, DISCIPLINE OR SUSPENSION.....
13	PAID TIME OFF[HOLIDAY, SICK, VACATION ..
14	INSURANCE BENEFITS.....
15	RETIREMENT/401(K) PLAN .....
16	LEAVES OF ABSENCE
17	BEREAVEMENT LEAVE.....
18	JURY DUTY
19	NO STRIKE-INO LOCKOUT .....
20	GRIEVANCE E.....
	PROCEDURE 21 ARBITRATION PROCEDURE 22 SEPARABILITY.
23	NOTICE OF SALE
24	MISCELLANEOUS
25	HIRING RATES AND WAGES
26	TERMS OF AGREEMENT AND REOPENER.....

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.