

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

RIVERVIEW MANOR NURSING HOME

and

UNITED FOOD & COMMERCIAL WORKERS, LOCAL

431

TERM OF CONTRACT:

SEPTEMBER 8, 2017 – SEPTEMBER 7, 2022

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AGREEMENT

Agreement made and entered into this 8th day of September, 2017, by and between MB Healthcare d/b/a **RIVERVIEW MANOR NURSING HOME**, Pleasant Valley, Iowa, (the "Facility"), and the **UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 431**, Davenport, Iowa, (the "Union"), acting herein on behalf of the Employees of the said Facility, as hereinafter defined, now employed and hereafter to be employed and collectively designated as "Employees."

ARTICLE 1. RECOGNITION

Section 1. The Facility recognizes the Union as the collective bargaining representative of the employees in the units stipulated and covered in the National Labor Relations Board's case numbers 33-RC-2881 and 33-UC-94, including all full-time and regular part-time registered nurses and licensed practical nurses, nurses' aides, laundry employees, kitchen employees, housekeeping employees, and maintenance employees employed by the Facility at its location in Pleasant Valley, Iowa; and excluding all office clerical employees, guards and supervisors as defined in the National Labor Relations Act.

Section 2. The word "full-time" employee means an employee regularly and normally scheduled to work thirty (30) hours or more per week. The word "part-time" employee means an employee 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). It is understood, however, that there shall be no guaranteed number of hours per day or week.

ARTICLE 2. NO DISCRIMINATION

Section 1. Neither the Facility nor the Union shall discriminate with respect to employment by reason of Union membership or nonmembership, race, color, creed, national origin, political belief, sex, age, sexual orientation, gender identity, or disability. The Facility is authorized to take action it reasonably believes is necessary in order to comply with the Americans with Disabilities Act, notwithstanding any provision in this Agreement to the contrary. However, the Union may challenge the reasonableness of the Facility's actions under the grievance and arbitration provisions as outlined in Article 16 and 17 of this Agreement.

Section 2. Wherever the male or female pronoun is used in this Agreement it includes employees of both sexes.

ARTICLE 3. MANAGEMENT RIGHTS

Except when expressly prohibited by this Agreement, the Facility shall retain the right to manage the facility and its business, including but not limited to, the right to determine the length of the work day and the work week, the work rules and when overtime shall be worked, to determine the starting and quitting time and the number of hours and shifts to be worked, to hire, promote, demote and transfer employees, to determine the qualifications, efficiency and ability of employees; to determine the work load and work performance level and to make or change reasonable rules, regulations and practices; to close down or move the business or any part thereof or curtail operations, to discontinue its business in whole or in part and to sell or dispose of all or any part of its assets and to participate in any form of reorganization described in the Internal Revenue Code; to control and regulate the use of machinery, equipment and other property of the Facility; to determine the number of employees in each classification; to introduce new or improved methods or equipment; to determine the number and locations of operations; and otherwise, generally, to manage the facility and direct the working force. The above rights are not all inclusive, but enumerate by way of illustration the type of rights which belong to the Facility. The Facility shall also have the right to discipline, reprimand, suspend, or discharge employees for just cause, to subcontract laundry work and hire professional industrial-type cleaning of the facilities as may be necessary, and to lay off and recall employees; provided these rights shall not be used to avoid the other provisions of this Agreement. None of these rights shall be exercised in an arbitrary or capricious manner.

ARTICLE 4. BULLETIN BOARD

The Facility shall provide the space for a Union bulletin board of reasonable size where the Union may post notices of meetings and other information in no way derogatory to the Facility or any individual.

ARTICLE 5. PROBATIONARY EMPLOYEES

The probationary period of a new employee or an employee hired after a break in continuous service, shall be ninety (90) calendar days. The employee, the Union and the Facility may agree upon a thirty (30) day extension of the probationary period.

ARTICLE 6. SENIORITY

Section 1. Definitions.

(a) Bargaining unit seniority is defined as the length of time an employee has been continuously employed in any capacity in the Facility from the last date of hire.

(b) Job classification seniority is defined as the length of time an employee has worked continuously in a specific job classification from the first date of assignment in that classification.

Section 2. Accrual of Seniority.

(c) An employee's seniority shall commence after completion of his last hire in the case of bargaining unit seniority and to the date of last hire in a job classification, in the case of job classification seniority.

(d) Bargaining unit and job classification seniority shall accrue during continuous leaves of absence and layoffs up to, but not in excess of or for six (6) months.

Section 3. Loss of Seniority.

An employee's seniority and/or his employment with the Facility shall terminate upon:

(e) Resignation or retirement.

(f) Discharge for just cause.

(g) Absence for two (2) consecutive work days without notification to the Facility shall result in automatic termination of employment and elimination of seniority unless a failure to notify the Facility is due to circumstances beyond the control of the employee.

(h) Layoff for a period of twelve (12) consecutive months.

(i) Failure of an employee to notify the Facility of his intent to report to work within twenty-four (24) hours of receipt of notice of recall from layoff or within ninety-six (96) hours of recall from being sent, whichever is less, unless failure to give notice of intent to report is due to circumstances beyond the employee's control.

(j) Failure to report to work at the termination of an authorized leave of absence or vacation, unless failure to do so was due to circumstances beyond the control of the employee.

Section 4. Application.

- (k) Bargaining unit seniority shall apply in the computation and determination for eligibility for all benefits where length of service is a factor pursuant to this Agreement.
- (l) Job classification seniority shall apply only in layoffs and recalls as provided herein.

Section 5. Layoffs.

In the event of a layoff, the order to be laid off shall be:

- (m) Probationary employees; then non-probationary employees by the reverse order of seniority so long as that also represents the employee best qualified by job experience to do the job, then the least senior first by job classification.
- (n) In the event there is a vacancy in a job classification that an employee due to be laid off can fill, that employee has the right to fill the vacancy if he is as competent to perform that function and does normally perform that function better than a less senior employee of that job classification.

Section 6. Recalls.

- (o) Whenever a vacancy occurs in a job classification, employees who are laid off, who still retain seniority in that classification, shall be recalled in the reverse order in which they were laid off. In the event that an employee should refuse a direction to return to work because of inability to work the shift on which the first vacancy arises, such employee shall not be prejudiced and shall be eligible for recall for a later time to the shift on which he or she can be scheduled.
- (p) All vacancies shall be filled by laid off employees who can fill those such vacancies best.

Section 7. Job Posting.

Whenever a permanent job vacancy in the bargaining unit occurs, the Facility shall post a notice of such vacancy on the employee bulletin boards for not less than three (3) working days, excluding weekends and holidays; provided, however, such posting requirement shall not be construed as restricting the Facility's right to post job vacancies outside the facility within the three (3) day posting period, so long as preference is given to bargaining unit employees.

- (a) Where two or more employees bid for such vacancy, the most senior qualified person shall get the job. If no qualified employee bids for the job,

the Care Center may hire for the vacancy. Any employee requested will accept that job while the vacancy is being filled.

- (b) An employee who is awarded such a job shall serve a new job probation period. Such a period shall be sixty (60) days. Such probation period shall not deny the employee of his rights under the terms of this Agreement if such employee has served the new hire probation period. If, however, he is removed from this job during his new job probation period, he shall be returned to his former classification and job without loss of seniority or other benefits.
- (c) An employee who is awarded such a job shall not bid on another job for a period of three (3) months; provided, however, the Facility retains the discretion to make an exception on a case-by-case basis.
- (d) Notice of permanent vacancies in the Charge Nurse classification shall be posted on the employee bulletin boards for not less than three (3) working days, excluding weekends and holidays; however, selection of the successful applicant shall be considered a management right.
- (e) The Employer agrees that it will utilize its "best efforts" to place an employee into the position for which they have successfully bid within thirty (30) calendar days of the position being awarded to that employee.

Section 8. Job Duties.

In the Facility, the most efficient method of providing service to residents is to have employees perform assigned duties except in those situations where absenteeism or other factors require temporary reassignment of employees to duties other than those to which they are regularly assigned.

ARTICLE 7. HOURS OF WORK AND OVERTIME

Section 1. The regular work day shall consist of up to eight (8) hours of work, including a paid lunch period, performed within the twenty-four (24) hour period beginning with the employee's scheduled starting time. The regular work week shall normally consist of up to forty (40) hours. 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.

Except in emergency situations (which shall mean beyond the control of management), two (2) calendar days' notice will be given to affected employees of a change in the schedule of hours to be worked. Assignment to shifts will be made by seniority within each classification, with the most senior person having the first choice of any shift assignment available in his/her classification. If we are in an emergency situation such as absences, the facility will have the ability and the right to replace without regard to

seniority with the most convenient person available. In such situations, the person(s) selected or forced to stay over will be mandated to stay for up to six (6) hours of the following shift.

The parties have agreed to adopt the following scheduling practice for Resident Care Technicians, 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' regular 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) Designated highlighted employees will be required to stay beyond the expiration of their scheduled shift for up to six (6) hours in the event of a call-in/call-off, no call/no show, and/or open shift; however, such person(s) may choose to work the remainder of the shift if work is available and offered to the person(s);
- (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) The highlighting system may be revised and/or discontinued upon mutual agreement of the parties.

Section 2. Checks will be issued by the Facility every other Friday of the year. Checks will normally be available on payday by 7:00 a.m. for those employees working the third shift, and by 10:00 a.m. for all other employees, except when an in-service is scheduled. In that event, checks shall not be available prior to 2:00 p.m. The Facility will make available direct deposit of checking no later than February 1, 2009.

Section 3. The Facility has adopted the 8 & 80 overtime system. Under this system of overtime, an employee shall be paid time and one-half ($1\frac{1}{2}$) of his regular pay for all hours worked in excess of eight (8) hours in any regular work day or eighty (80) hours in a two (2) week payroll period.

Section 4. There shall be no pyramiding or duplicating of overtime pay.

Section 5. The Facility shall schedule weekends off in a fair and equitable manner. Whenever possible, consistent with the efficient operation of the facility, the Administrator

shall attempt to allow employees who desire to do so, to have every other weekend off free from work.

Section 6. Coffee breaks and lunch periods.

If the employee's work schedule includes a period of four (4) or more consecutive hours without a stop for meals, the employee shall take one (1) ten (10) minute break for each such period for which the employee will be paid. The employee must work a full eight (8) hour shift in order to be eligible for two (2) ten (10) minute breaks. For shifts of less than four (4) hours, no coffee or meal break is allowed or paid. The time at which an employee takes their break or meal period must be agreed upon by their supervisor. Each employee working a shift of seven (7) or more consecutive hours is entitled to a one-half ($1/2$) hour lunch period paid. Time must be agreed upon with the supervisor. The Facility will study possible alternative locations for the employee break room.

Section 7. Work Schedule.

Hours of duty, assignments, meal times and days off are scheduled by the department head or immediate supervisor so that there is no interruption of services to the residents.

Performance of the tasks necessary for the efficient operation of the Facility comes before any other consideration. Therefore, individuals assigned to a specific area for duty must understand that they are subject to work in other areas when circumstances dictate. Assignment or variation in work schedules and work area is at the discretion of the supervisor or department head.

Each employee is expected to be at his assigned location to begin work at the scheduled time and to remain there until the work day is completed.

Section 8. Employees are covered by and bound by the Facility's workers' compensation policy. All job-related accidents, illnesses, or injuries shall be reported immediately and if of a serious nature, shall be turned in as Worker's Compensation claims. The Facility may require employees in such cases to be examined initially by a physician or other health care provider of the Facility's choosing.

ARTICLE 8. VACATIONS

Section 1. 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. 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 following schedule:

Employees begin accruing vacation time at the one (1) week rate upon hire (however, vacation time is not considered earned and available for use until completion of the employee's probationary period of employment). Upon hire and prior to reaching their second anniversary date, employees will accrue vacation time at the rate of 0.01923 per straight-time hour paid, up to a maximum of forty (40) hours.

Employees begin accruing vacation time at the two (2) week rate upon reaching their second anniversary date of employment. Upon reaching their second anniversary date and prior to reaching their fourth anniversary date of employment, employees will begin accruing vacation time at the rate of 0.03846 per straight-time hour paid, up to a maximum of eighty (80) hours.

Employees begin accruing vacation time at the three (3) week rate upon reaching their fourth anniversary date of employment. Upon reaching their fourth anniversary date of employment, employees will begin accruing vacation time at the rate of 0.05769 per straight-time hour paid, up to a maximum of one hundred twenty (120) hours.

Eligible employees hired prior to 2010 may earn four (4) weeks of vacation upon completion of fifteen (15) years of continuous employment. Upon reaching their fourteenth anniversary date of employment, such employees will begin accruing vacation time at the rate of 0.076923 per straight-time hour paid, up to a maximum of one hundred sixty (160) hours. This additional week of vacation shall not be available to employees hired after December 31, 2009.

Employees who have completed one (1) year of continuous employment may, but are not required to, "cash in" any earned vacation in lieu of paid time off or may elect to utilize one (1) week as single vacation days.

*Note: Earned vacation time can be carried over from one anniversary year to the next. However, employees can only accumulate a maximum balance equal to their maximum possible accrual. For example, an employee who is eligible to accrue up to one hundred twenty (120) hours cannot accumulate a vacation balance in excess of one hundred twenty (120) hours. Once the maximum vacation accrual level is reached, vacation time will cease accruing until it drops below the maximum vacation accrual level.

Section 2. Vacation accruals shall be based on the number of straight-time hours worked, as well as holiday, vacation and sick time paid to the employee each pay period, excluding any accident and sickness benefit, workers' compensation or time spent on leave of absence, up to a maximum accrual of forty (40) hours per week.

Section 3. Vacation pay shall be paid with the first check following the employee's vacation, or with the check immediately prior to the employee's vacation, depending on the employee's preference. Unused vacation for those who qualify shall be paid with the

first check of the next month following the employee's anniversary month. When approved by the department supervisor, vacation that has been earned may be taken during the twelve months following the employee's anniversary date at a time mutually agreed to by the parties. Employees must be notified in writing within ten (10) calendar days if their request for vacation has been approved or denied. Priority in vacation scheduling will be given in order of bargaining unit seniority but decision of the Administrator is final. Unless unusual circumstances occur, vacations must be taken within the twelve (12) month period after the date earned. Vacation time cannot be carried over from anniversary to anniversary. Vacation schedule notification is the responsibility of the employee.

Section 4. When resigning, the unused vacation time accrued will be paid on the final paycheck, provided the employee has given the required written two week notice. If termination is for cause (misconduct), or if proper written notice of resignation is not given, the employee will forfeit pay for any available earned vacation time unless such lack of notice was because of reasons beyond the control of the employee.

Transition to New Vacation Leave Plan. The Facility's new vacation leave policy will become effective upon ratification of this Agreement, at which time, employees will begin accruing vacation leave on a per pay period basis as described in Section 1, above. Employees' existing vacation leave accruals (as of the ratification date) will be "frozen" and deposited into employees' individual vacation leave accounts for use on their next anniversary date of employment.

ARTICLE 9. HOLIDAYS

When accepting employment at this Care Center, each employee must agree to work at least one-half of all holidays during the 365 day calendar year. The Administrator will attempt to accommodate the employee's wishes as much as possible, but it must be remembered that a health care facility operates every day of the year.

Employees working on any of the following seven (7) holidays will be paid double time (2 X) for their efforts:

New Year's Day	Easter Sunday
Memorial Day	July Fourth
Labor Day	Thanksgiving Day
Christmas Day	

In addition, employees working second shift on Christmas Eve will be paid double time (2 X) for their entire shift, provided a majority of their shift falls after 4:00 p.m.

With the exception of Christmas, as discussed above, the holiday double time pay is computed on all hours worked beginning with the start of the third shift on the evening prior to the holiday and ending at 10:00 p.m. on the actual day of the holiday.

ARTICLE 10. SICK PAY

The administration of this Facility views sick pay as a security benefit that enables you to meet your financial commitments even though you are ill. The longer you work and are not sick, the more security you will accumulate for the future. Employees do not begin accruing paid sick leave until they have completed twelve (12) months of continuous service.

Upon completion of their first anniversary date, regular full-time and part-time employees can earn up to six (6) paid sick days per calendar year. Sick leave accrues at the rate of 0.002307 per straight-time hour paid, up to a maximum of forty-eight (48) hours per calendar year.

In an effort to reward good attendance, employees will be paid out one-half (1/2) of the remaining balance of their unused sick leave bank at the end of each calendar year. Unused sick leave does not "carry over" from one calendar year to the next, with the exception that employees may opt to carry over up to eight (8) hours of earned, unused sick leave into the following calendar year.

Eligible employees may use earned sick leave (after twelve (12) months of continuous employment) for personal illness as well as for minor dependents who are ill and reside within the employee's household. The Facility reserves the right to request medical documentation of illness in cases of suspected abuse, such as pattern absenteeism.

Sick leave is not paid out at termination of employment.

Transition to New Sick Leave Plan. The Facility's new sick leave policy will become effective January 1, 2018, at which time, all existing employee sick leave banks will be reduced to zero, with the exception of those employees who have accrued one hundred (100) or more sick leave hours in their respective sick leave banks. For this select group of employees, banked sick leave hours will remain available for use during the term of this Agreement for verifiable medical conditions of the employee necessitating an absence of five (5) or more working days. Upon the expiration of this Agreement, any remaining unused sick leave hours will be eliminated.

ARTICLE 11. PHYSICAL

The Facility will provide legally required physicals to employees at no charge by a physician selected by the Facility. If a physician designated by the Facility is not available, employees will be reimbursed on the basis of the reasonable and usual cost of state required physicals, including chest X-rays if required.

ARTICLE 12. JURY DUTY

If an employee is called for jury duty, he should notify the department head as soon as possible. Time will be granted for this service. If the jury pay is less than the employee's salary at the Facility, the difference will be paid by the Facility (for up to ten (10) working days in a 12-month period). The employee is asked to bring the check for jury duty to the office and arrangements will be made for reimbursements. If the employee is excused for any part of the day, he is to finish his tour of duty, and is to report to work and carry out said duties up to one-half hour before reporting time. Employees failing to meet these qualifications will forfeit duty pay.

ARTICLE 13. LEAVES OF ABSENCE

Section 1. Leaves of absence may be granted to any employee after one (1) year of continuous service for a period up to and including six (6) months. Leave of absence must be approved by the department head and the Administrator. Request for a leave of absence must be in writing at least two (2) weeks in advance of departure date.

Section 2. A leave of absence is granted without pay and employees are not entitled to paid holidays, or vacation accrual. Employees who fail to return on the agreed expiration date, or who have not requested and have the approved extension for valid reasons, will be considered self-terminated and will forfeit all accrued benefits, seniority and job rights.

Employees returning from leaves of absence must realize that every effort will be made to assign them to the same or a similar position and salary, if possible, but this cannot be guaranteed.

Section 3. When an employee returns from a leave of absence she shall be placed in her former classification and pay based upon her bargaining unit seniority, unless the employee's circumstances or the Facility's circumstances have changed. In such cases she shall be placed in a classification for which she has the ability to do the work. As a condition of reinstatement following any leave of absence for illness or accident, the Facility may request a medical release from the employee's physician.

Section 4. Maternity leaves shall be granted in accordance with applicable law and statutes governing its use.

Section 5. The Employer agrees to abide by the statutory provisions of the Family and Medical Leave Act of 1993, if and when the Act becomes applicable to this facility.

ARTICLE 14. BEREAVEMENT LEAVE

When a regular employee is absent from work because of the necessity of arranging for or attending the funeral of a member of his or her immediate family, the Facility will pay him or her for up to three (3) scheduled work days (one (1) scheduled work day for part-time employees) at his or her regular rate of pay, provided:

- (6) The employee is on the active payroll on the date of the death of the member of his or her immediate family;
- (7) The employee notifies his or her supervisor of the purpose of the absence not later than the first (1st) day of such absence; and
- (8) The employee, when requested, furnishes proof satisfactory to the Facility of the death, his or her relationship to the deceased, and the date of the funeral, and his or her attendance at the funeral.

The immediate family is defined as father, mother, step-parent, step-child, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, wife, husband, child, grandchild, grandparents, and significant other (defined to mean those employees who are currently residing in the same household with another individual in an espoused relationship, and who have so resided for a minimum period of one (1) year prior to the death).

Such time off shall not count as time worked for overtime purposes.

ARTICLE 15. PERSONAL LEAVES

Up to seven (7) days of unpaid leave may be granted at the discretion of the Administrator so long as these requests give sufficiently good reason to the Administrator and that they can be completed within seven (7) days. Beyond seven (7) days, any request would be purely at the discretion of the Administration.

ARTICLE 16. GRIEVANCE PROCEDURE

Section 1. A grievance is defined as any dispute or complaint arising between the Union and the Facility, or any of the employees covered by this Agreement and the Facility, involving the performance, meaning, interpretation, or application of the provisions of this Agreement during the term of this Agreement. Grievances shall be processed and disposed of in the following manner:

- Step 1: Within three (3) days, seventy-two (72) hours, of the events which give rise to a grievance, an employee having a grievance shall take it up with her immediate supervisor. The grievant may be accompanied by her Union Steward. The Facility shall give its answer to the grievant and/or her Union Steward within three (3) working days after the presentation in Step 1.

Step 2: If the grievance is not settled in Step 1, the grievance may, within three (3) working days after the answer in Step 1, be presented in Step 2 to the Administrator of the Facility or his or her designee. A meeting between the members of management, the grievant, her Union Steward, and the Chief Union Steward shall be held within the next five (5) working days of receipt of the grievance at a time mutually agreeable. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Facility representative and the Union.

Step 3: If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3 to the Corporate Human Resources Director at the Employer's Corporate Headquarters, or his or her designee. The Corporate Human Resources Director shall issue a response to the grievance within ten (10) working days of receipt of the grievance.

Section 2. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays, and holidays.

Section 3. A grievance must be raised, filed, and/or appealed within the time limits set forth in Steps 1, 2 and 3 above, or the grievance shall be considered settled on the basis of the last answer given. Time limits shall be extended by mutual agreement of the Facility and the Union.

Section 4. A grievance which affects a substantial number or class of employees which the Facility representatives designated in Steps 1 and 2 lack authority to settle, may initially be presented at Step 3 by the Union representative.

Section 5. Notwithstanding anything to the contrary herein, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance within the time limits specified.

Section 6. Grievants and a Union Delegate who become involved in the processing of a grievance through the above steps shall not be penalized in time or pay for doing so during working hours with agreement of the Administrator or his designee.

Section 7. The Employer agrees that it will issue disciplinary action within five (5) working days of the Employer's knowledge of the occurrence of the event giving rise to the disciplinary action, or alternatively, will notify the Union that it needs additional time in order to complete its investigation of the incident in question. The five (5) working days shall be based on the offending employee's actual work schedule.

ARTICLE 17. ARBITRATION

Section 1. If a grievance, as defined in the prior Article, is not settled in accordance with the provisions of that Article, the Union may refer the grievance to arbitration within ten (10) working days after the receipt of the Facility's answer in Step 3. The Facility and the Union shall select an arbitrator by agreement or from a panel of potential arbitrators requested by either party from the Federal Mediation and Conciliation Service. In the event that either party is dissatisfied with the names appearing on the initial panel list, such party may request a second panel. When a satisfactory list is received, the Union shall first strike a name from the list. The parties shall continue striking names alternatively until one name remains. This person shall be the arbitrator.

Section 2. The fees and expenses of the arbitrator shall be shared equally by the Facility and the Union.

Section 3. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined herein. The arbitrator shall not in any case involving discipline or the transfer, demotion or reassignment of employees, set aside the decision of management unless it is clearly shown by the evidence that the Facility abused its discretion or violated a specific provision of the contract. The award of the arbitrator shall be final and binding upon the Facility, the Union, and the employees involved.

ARTICLE 18. NO STRIKE - NO LOCKOUT

Section 1. It is agreed that during the term of this Agreement there shall be no strike of any kind, which shall include sympathy strikes, slowdowns, or other types of work stoppages and interference, which shall in any way hinder, delay, limit, or suspend the continuity or efficiency of any service of the Facility.

Section 2. The Union and the Union officials and/or representatives agree not to coerce, instigate, induce, conspire with, intimidate or encourage any person to participate in any strike or work interference, slowdown, or other work stoppage which could hinder, delay, limit, suspend the continuity or efficiency of any service of Riverview Manor Nursing Home.

Section 3. The Union specifically agrees that in light of the unique nature of the work of a health care facility and its employees, that if bargaining unit members do strike, threaten to strike, slowdown or institute any work stoppage or work interference which in any way hinders, delays, limits or suspends the continuity or efficiency of any service of Riverview Manor Nursing Home, any or all bargaining unit members participating in such activity shall be subject to disciplinary measures, including discharge, which shall not be subject to the grievance and arbitration procedures except to the extent necessary to

determine that the individuals involved did in fact participate in the manner outlined in this Article.

Section 4. For the term of this Agreement, the Employer agrees that it will not occasion any lockout of its employees as a form of economic pressure against its employees in the recognized bargaining unit. The reduction or discontinuance of operations for economic reasons, embargoes, lockouts, or strikes of any other employer which may affect Riverview Manor Nursing Home's operations or acts of God or other emergencies shall not be considered a lockout.

ARTICLE 19. UNION ACCESS

Section 1. The Union Representative will contact the Administrator or his or her representative and arrange a mutually agreeable time on or off the Facility property and on or off of work time to discuss any matters which the Union feels cannot be handled in the normal and regular procedure of the grievance method outlined and agreed to elsewhere in this Agreement.

Section 2. Discrepancies in time cards and/or paychecks will be investigated by the Administrator immediately and upon the Union proffering reasonable evidence of a problem of any such nature, the Administrator agrees to allow the Union access to the relative documents such as time cards which are in issue for any period up to one (1) year.

Section 3. The Union hereby agrees that in light of the above, it will not interfere with or hinder any of the work on any part of any of the employees at any time.

ARTICLE 20. INSURANCE

Section 1. Life Insurance.

Employees with more than one year of service shall be eligible for life insurance in the amount of fifteen thousand and no/100 dollars (\$15,000.00), provided such employee is regularly scheduled to work 12 or more hours a week.

In order to establish that the employee qualifies for the benefit, the schedule for the last 6 pay periods shall determine eligibility at the time of death of the employee. In the event of a terminal illness, the last 6 pay periods prior to the illness shall be determinative.

Section 2. Health Insurance.

The Facility has agreed to pay fifty percent (50%) of the single coverage premium, which amount can be applied toward any other coverage offered by the Employer (i.e., single, single + 1, or family).

Section 3. The Facility will provide forms and establish rules and procedures, not inconsistent with Sections 1, and 2 above, to implement these benefit programs.

Section 4. In the event national health insurance is enacted into law during the term of this agreement, either party may re-open this agreement for negotiations regarding health insurance only. In such event, the party requesting such re-opening must provide the other party with thirty (30) days' notice of its desire to meet for such negotiations. All other provisions of the parties' collective bargaining agreement shall remain in full force and effect during the term of any such negotiations.

ARTICLE 21. CHECK OFF

Section 1. Upon receipt of a written authorization from an employee the Facility shall, pursuant to such authorization, deduct from the wages due said employee each month, starting not earlier than the first pay period following the completion of the employee's probationary period, and remit to the Union regular monthly dues and initiation fee, as fixed by the Union, as well as authorized deductions for the Union's ABC and/or voluntary death benefits funds. The initiation fee, if any, shall be paid in one monthly installment beginning the month following the completion of the probationary period.

Section 2. The Facility shall be relieved from making such "check off" deductions upon (a) termination of employee, or (b) transfer to a job other than one covered by the bargaining unit or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check off authorization in accordance with its terms or applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Facility will immediately resume the obligation of making said deductions, except that deductions for terminated employees shall be governed by Section 1 hereof.

Section 3. The Facility shall not be obligated to make dues deductions of any kind from any employee who, during the dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 4. Each month the Facility shall remit to the Union all deductions for dues and initiation fees made from the wages of employees for the preceding month, together with a list of all employees from whom dues and/or initiation fees have been deducted.

Section 5. The Facility agrees to furnish the Union, each month, with the names of newly hired employees, addresses, social security number, classifications of work, their dates of hire, and names of terminated employees together with their dates of termination, and names of employees on leave of absence.

Section 6. It is specifically agreed that the Facility assumes no obligation, financial, or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it

will indemnify and hold the Facility harmless from any claims, actions or proceedings by any employee arising from deductions made by the Facility hereunder. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 7. If and when there should be change in the Iowa law permitting a Union shop, Agency Shop, Fair Share, or any other form of Union Security adopted by the State of Iowa, the Facility agrees to meet and confer with the Union in a reasonable period of time to discuss such law.

ARTICLE 22. WAGES

Section 1. The following minimum starting rates of pay and contractual wage increases will be in force during the term of this Agreement; provided, however, the Facility reserves the right to increase the starting rates of pay and/or the wages for any employment classification without negotiating with the Union prior to granting such wage increase. Written notice of any such increase will be provided to the Union. Credit will also be given toward any contractual wage increase due that year of the Agreement. Effective upon ratification, the following starting rates of pay and wage increases will be in force:

(a) START RATES

RNs	\$28.65
LPNs.....	\$19.65
Resident Care Technicians	
(Certified)	\$12.90
(Uncertified)	\$12.15
Restorative RCT	\$12.90
OMT	\$13.25
Dietary	\$11.25
Housekeeping and Laundry.....	\$11.10
Maintenance Helper	\$11.80

Year 1

Effective upon ratification of this Agreement, current non-probationary employees shall receive the following wage increases based on their years of continuous service (years of continuous service shall be calculated as of the date of ratification):

Less than 1 year:	\$.30
At least 1 year, but less than 10 years:	\$.35
10 or more years:	\$.40

Year 2

Effective upon the first anniversary date of this Agreement, current non-probationary employees shall receive the following bonus payments based on their years of continuous service (years of continuous service shall be calculated as of the first anniversary date of this Agreement):

Less than 1 year:	\$ 0
At least 1 year, but less than 5 years:	\$300
At least 5 years, but less than 10 years:	\$350
10 or more years:	\$400

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

Year 3

Effective upon the second anniversary date of this Agreement, current non-probationary employees shall receive an across-the-board wage increase equal to 1.5% of their base hourly wage rate.

Year 4

Effective upon the third anniversary date of this Agreement, current non-probationary employees shall receive the following bonus payments based on their years of continuous service (years of continuous service shall be calculated as of the third anniversary date of this Agreement):

Less than 1 year:	\$ 0
At least 1 year, but less than 5 years:	\$300
At least 5 years, but less than 10 years:	\$350
10 or more years:	\$400

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

Year 5

Effective upon the fourth anniversary date of this Agreement, current non-probationary employees shall receive an across-the-board wage increase equal to 1.5% of their base hourly wage rate. The start rates shall also be increased by 1.5% across-the-board in all classifications effective upon the fourth anniversary date of this Agreement.

***Note:** Either party may request a wage reopener in the final year of this Agreement; however, the Agreement may only be reopened for wage negotiations upon mutual agreement of the parties.

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.

Section 2. 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.

Section 3. Employees who are on leave of absence or medical disability leave or worker's compensation shall receive the across-the-board increases.

Section 4. The parties have agreed to reserve the right to engage in further discussions on the possible implementation of experience pay credit during the term of this Agreement.

Section 5. 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.

Section 6. The parties recognize that the Employer may need to implement new monetary incentives and/or increase existing incentives on a temporary or emergency basis in order to ensure appropriate staffing levels, to improve operational efficiencies, and/or to capitalize on state or federal reimbursement programs. Upon advance notice to the Union, the Employer may implement new monetary incentives and/or increase existing incentives on a trial basis for up to six (6) months. At any time during this trial period, the Union may request the opportunity to meet and confer regarding the ongoing terms and conditions of such incentive programs. If the parties agree at the expiration of the trial period that any such incentive programs should be continued on an extended or permanent basis, they shall reduce such agreement to writing, signed by both parties.

ARTICLE 23. UNIFORMS

The Facility will supply three (3) uniform tops and two (2) pairs of uniform pants in good repair to those employees, other than probationary employees, who are regularly scheduled to work thirty (30) or more hours per week. The Facility will supply two (2) uniform tops and one (1) pair of uniform pants in good repair to those employees, other than probationary employees, who are regularly scheduled to work less than thirty (30) hours per week. It will also make necessary and reasonable replacements and/or repairs, at its discretion, when such uniforms are damaged in the performance of the employee's job duties. Employees shall wear the uniforms during working hours, maintain them in a

clean and presentable manner, and be liable for any loss or damage caused by negligence. All uniforms remain the property of the Facility and will be promptly returned upon termination of employment and prior to issuance of the final paycheck.

ARTICLE 24. EDUCATION

The Employer agrees to offer free access to the "Silver Chairs" program (or its equivalent) to all professional nurses (i.e., R.N. and L.P.N.), which program will offer educational programs designed to fulfill such nurses' annual CEU requirements in order to maintain their nursing licensure for the State of Iowa.

ARTICLE 25. TERMINATION

This Agreement shall be effective September 8, 2017, and shall continue in force until midnight September 7, 2022, and from year to year thereafter unless written notice of a desire to cancel or modify the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration.

ARTICLE 26. NOTICE OF SALE

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers and representatives thereunto duly authorized on the day, month, and year first below written.

RIVERVIEW MANOR
NURSING HOME

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 431

By/Dated:  12/11/17

By/Dated:  12-6-17

Title: Attorney

Title: Union Representative

UFCW DISTRICT LOCAL UNION 431

JERRY MESSER
PRESIDENT

LOIS TAYLOR
SECRETARY-TREASURER

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You can contact your local union
On the Internet

Our Website address is:

www.ufcw431.com

Please attend your union meetings