

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**RIVERVIEW MANOR NURSING HOME**

*and*

**UNITED FOOD & COMMERCIAL  
WORKERS, LOCAL 431**

**TERM OF CONTRACT:  
JULY 16, 2008 TO JULY 15, 2012**

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# AGREEMENT

Agreement made and entered into this 16th day of July, 2008, by and between **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-two (32) hours or more per week. The word "part-time" employee means an employee regularly and normally scheduled to work less than thirty-two (32) hours per week, but who works an average of at least eight (8) hours per week. 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, 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.**

(a) 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.

(b) 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:

(a) Resignation or retirement.

(b) Discharge for just cause.

(c) 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.

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

(e) 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.

(f) 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.

(a) 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.

(b) 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:

(a) 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.

(b) 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.

(a) 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.

(b) 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.

(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) Job posting provisions shall not apply to the positions of Assistant Director of Nursing, Activities Director, Laundry Director, and Maintenance Director. The Facility may appoint persons to these positions without considering seniority. 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.

**Section 8. Job Duties.**

It is the policy of the Facility that the most efficient method of providing service to residents is to have employees perform exclusively their regular and assigned duties except in those situations where absenteeism or other factors beyond the control of management 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 12:01 a.m. Sunday and shall end at 12:00 p.m. midnight the following Saturday night.

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.

**Section 2.** Checks will be issued by the Facility every other Wednesday 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.** An employee shall be paid time and one-half (1½) of his regular pay for all hours worked in excess of eight (8) hours in any regular work day or forty (40) hours in a work week.

**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 (½) 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.** 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 past service and for the express purpose of refreshing the mind and body. A vacation will not be allowed prior to completion of twelve (12) months of employment. The maximum vacation benefits are granted in the following manner:

Upon completion of one (1) year of continuous employment  
... one (1) week vacation.

Upon completion of three (3) years of continuous employment  
... two (2) weeks vacation.

Upon completion of five (5) years of continuous employment . . . three (3) weeks vacation.

Upon completion of fifteen (15) years of continuous employment . . . four (4) weeks vacation.

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

**Section 2.** Vacation pay shall be based on the number of hours paid to the employee during the previous anniversary year, excluding any sick pay, accident and sickness benefit, workers' compensation or time spent on leave of absence. For each 174 hours paid, employees accumulate 3.33 hours vacation if eligible for one week, 6.67 hours vacation if eligible for two weeks, 10 hours vacation if eligible for three weeks, and 13.33 hours of vacation if eligible for four weeks.

**Section 3.** Vacation pay shall be paid with the first check following the employee's vacation. 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. 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 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 proper written notice is not given, the employee will forfeit pay for any earned vacation time unless such lack of notice was because of reasons beyond the control of the employee.

## **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 eight (8) holidays will be paid time and one-half (1½) for their efforts:

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

In addition, employees working on Christmas Eve will be paid time and one-half (1½) for their entire shift, provided a majority of their shift falls after 4:00 p.m.

The religious holidays listed are the traditional Christian holidays. If you observe a different religious faith, you may substitute the religious holidays of your faith. This must be approved in writing by the Administrator IN ADVANCE.

Any employee working the third shift (10:00 p.m. to 6:00 a.m. unless changed) shall receive holiday pay for working the eve of each holiday. For example, if an employee works Christmas Eve, the employee will be paid holiday pay. If an employee would work Christmas Day, the employee would not be paid holiday pay. This applies only to the third shift.

Employees will be scheduled normally during Birthday weeks. Birthday notification will be the employee's responsibility.

## **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 are eligible to receive sick pay benefits after six (6) months of continuous service. All time accumulates from day of hire.

For each 174 hours of work, an employee accrues four (4) hours of sick pay credit. He may accrue up to 480 hours or sixty (60) days.

There is a two (2) day waiting period for sick pay benefits to start.

If, however, the employee is admitted to an acute care hospital for an overnight stay on the first day of illness, or can produce acceptable evidence of medical treatment at an emergency care facility on the first day of illness, sick pay benefits will begin on the first day of illness and the two-day waiting period will be waived.

In order to receive sick pay, the following requirements must be met:

- (1) The employee's supervisor must be notified as soon as possible before the scheduled start of duty.
- (2) A physician's certificate may be required for five (5) or more days of illness.
- (3) Paid vacation time will be considered as working time in figuring sick pay credits. The time spent on leave of absence is not considered.
- (4) Unused sick pay accumulated is not payable upon termination.
- (5) Any employee abusing the sick pay benefits will be subject to severe discipline, including discharge.
- (6) Sick pay can only be received for the employee's own personal illness and not for an illness of another family member, unless otherwise required by law.

## **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. 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 at his or her regular rate of pay, provided:

- (1) The employee is on the active payroll on the date of the death of the member of his or her immediate family;
- (2) The employee notifies his or her supervisor of the purpose of the absence not later than the first (1st) day of such absence; and
- (3) 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 above, the Union may present the grievance to the grievant's department head within three (3) working days after the answer in Step 1. The department head shall attempt to adjust the grievance as soon as practicable, but in any case, she shall give her answer in writing to the Union Chief Steward within three (3) working days after the receipt of the written grievance.

Step : If the grievance is not settled in Step 2, the grievance may, within three (3) working days after the answer in Step 2, be presented in Step 3 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. If no settlement is reached, the Facility shall render a decision in writing within five (5) working days after the meeting.

**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.

## **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.** Accident and Sickness Benefit.

An accident and sickness benefit program has been established for employees with one year of service, which benefit is set up on the following basis:

- (a) Benefits will be payable on the eighth day of an illness; the first day of hospitalization.
- (b) Benefits are available only to those employees who have completed one year of service.
- (c) The weekly benefits for those employees who qualify will be \$95 a week for those who have worked 36 or more hours average during the previous six pay periods.
- (d) A \$55 a week benefit will be payable to employees who have averaged more than 24 but less than 36 hours during the previous six pay periods.

- (e) A \$35 a week benefit will be paid to employees who average more than 12 but less than 24 hours during the previous six pay periods.
- (f) If the employee is eligible for sick pay, and accident and sickness benefits, the sick pay benefit would be paid. There is to be no duplication of benefits including worker's compensation.
- (g) Benefits will be payable for a total of 13 weeks for one illness or hospitalization. Also, no more than a total of 13 weeks are to be paid in any one employee's anniversary year. Anniversary year is defined as the year following the anniversary date of hire of the employee.
- (h) In order for the employee to qualify for sick pay benefits, the employee must, if requested to do so, provide verification of the illness or injury from a physician.

**Section 3.** Starbridge Limited-Benefit Medical Plan.

The Facility has agreed to offer the Starbridge Limited-Benefit Medical Plan according to the following schedule:

- (a) In the first year of this Agreement, the Facility will pay thirty-five percent (35%) of the single coverage premium in any level the employee chooses (i.e., Levels 1, 2, or 3), which amount can be applied toward any other coverage within that Level (i.e., single, single + 1, or family).
- (b) In the second year of this Agreement, the Facility will pay forty percent (40%) of the single coverage premium in any level the employee chooses (i.e., Levels 1, 2, or 3), which amount can be applied toward any other coverage within that Level (i.e., single, single + 1, or family).
- (c) In the third year of this Agreement, the Facility will pay forty-five percent (45%) of the single coverage premium in any level the employee chooses (i.e., Levels 1, 2, or 3), which amount can be applied toward

any other coverage within that Level (i.e., single, single + 1, or family)

- (d) In the fourth year of this Agreement, the Facility will pay fifty percent (50%) of the single coverage premium in any level the employee chooses (i.e., Levels 1, 2, or 3), which amount can be applied toward any other coverage within that Level (i.e., single, single + 1, or family).
- (e) In the fourth year of this Agreement, when the Facility pays fifty percent (50%) of the single coverage premium as stated above, the Accident and Sickness Benefit described in Article 20, Section 2, will terminate.

**Section 4.** The Facility will provide forms and establish rules and procedures, not inconsistent with Sections 1, 2, and 3 above, to implement these benefit programs.

## **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 July 15, 2008, the following starting rates of pay and wage increases will be in force:

(a)	<u>START RATES</u>	
	RNs .....	\$19.55
	LPNs .....	\$17.05

Resident Care Technicians	
(Certified) .....	\$10.70
(Uncertified) .....	\$ 9.95
Restorative RCT .....	\$10.70
OMT .....	\$11.05
Dietary .....	\$ 9.05
Housekeeping and Laundry .....	\$ 8.90
Maintenance Helper .....	\$ 9.60

(b) WAGE INCREASES (Effective July 6, 2008)

Employees with less than 1 year as of 7/15/08:	25¢ per hour
Employees with 1, but less than 5 years as of 7/15/08:	45¢ per hour
Employees with 5 or more years as of July 15, 2008:	50¢ per hour

Effective the pay period on or before July 15, 2009, all employees shall receive thirty-five cents (\$.35) per hour across-the-board.

Effective the pay period on or before July 15, 2010, all employees shall receive thirty-five cents (\$.35) per hour across-the-board.

Effective the pay period on or before July 15, 2011, all employees shall receive thirty-five cents (\$.35) per hour across-the-board.

The parties agree that employees still within their probationary period of employment on the effective date of any contractual wage increase shall not receive such wage increase 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.** Effective for the three-month period beginning July 1, 2004, and each three-month period thereafter, if an employee has perfect attendance for the full three-month period, an employee who is regularly scheduled to work thirty-two (32) or more hours per week will receive a bonus of one hundred dollars (\$100.00), and an employee who is regularly scheduled to work less than thirty-two (32) hours per week will receive a seventy dollar (\$70.00) bonus. Perfect attendance means that the employee has reported to work on time to begin work and has worked the full shifts for which the employee was scheduled or, if the employee

himself/herself was required to be absent, the employee found his/her own approved replacement who reported on time and worked the full shift. Paid vacations, paid funeral leave, FMLA leave, and approved leave for Union business will be considered as days worked and will not be charged as absences under this Section. Eligibility dates will run from July 1 to October 1, October 1 to January 1, January 1 to April 1, and April 1 to July 1, through the remaining 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.

### **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-two (32) 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-two (32) 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 ALLOWANCE**

Professional nurses (i.e., R.N. and L.P.N.) who are regularly scheduled to work thirty-two (32) or more hours per week, and who have more than one (1) year of service, shall receive an educational allowance of two hundred twenty-five dollars (\$225.00) per year, which will be due and payable on the first payday following the employee's anniversary date of hire. For those professional nurses who are regularly scheduled to work less than thirty-two (32) hours per week, the educational allowance shall amount to one hundred seventy-five dollars (\$175.00) per year.

**ARTICLE 25. 401(K) PLAN**

The Facility shall continue to offer its existing 401(k) Plan to all eligible employees, and shall provide an employer match of fifty percent(50%) of an employee’s contribution up to three percent (3%) of gross earnings. The Facility retains the right to change, amend or discontinue the plan in its sole discretion; provided, however, it shall first give the Union thirty (30) days advance notice thereof.

**ARTICLE 26. TERMINATION**

This Agreement shall be effective July 16, 2008, and shall continue in force until midnight July 15, 2012, 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.

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 hereinabove written.

RIVERVIEW MANOR  
NURSING HOME

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL 431

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

## LETTER OF UNDERSTANDING

As a result of recent contract negotiations between the parties, the following understandings and agreements have been reached in addition to those terms reflected in the parties' successor collective bargaining agreement, which takes effect July 16, 2008.

(1) During previous negotiations, the Union proposed that bargaining unit employees should be offered work by classification and seniority prior to bringing in agency help to fill scheduling vacancies. The Employer recognizes that the use of existing employees is preferable to agency help for a variety of reasons, including familiarity with the facility's residents, as well as the increased labor costs involved in the employment of agency help. While the parties recognize that staffing and work assignments constitute management rights, they are also in agreement that the Employer will normally attempt to utilize existing employees prior to bringing in agency help. However, the Employer's use of agency help shall not be subject to the parties' negotiated grievance procedure.

(2) 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.

(3) Weekend Package Option. The parties have agreed that the Facility may implement a "weekend option" package based on the following terms:

Weekend Package schedules are:

Two (2) 8-hour shifts worked on the weekend

The weekend is defined as a shift commencing with the 3<sup>rd</sup> shift (night shift) on Friday and ending with the 2<sup>nd</sup> shift (evening shift) 10:00 P.M. on the following Sunday.

The employee must commit to working four (4) out of five (5) weekends.

Employees are required to work four (4) weekends in a row with the fifth (5<sup>th</sup>) weekend off unpaid.

It is expected that the employee will work on the Weekend Package Option for a minimum of six (6) months.

Employees working the Weekend Package Option will be paid a base rate of pay plus a weekend premium rate. The base rate is determined at the time of employment and based upon the job classification and experience. The weekend premium rate (weekend only) is 50% of the base rate. For example: \$8.00 (base rate) + \$4.00 (50% premium rate) = \$12.00 (weekend rate).

Employees participating in the Weekend Package will be eligible to work weekday hours, but shall be paid at the base rate excluding the premium rate.

Employees participating in the Weekend Package will be eligible to accrue vacation and sick pay benefits for all hours worked up to the maximum hours as defined in the parties' Collective Bargaining Agreement.

Weekend Package employees will be expected to work holidays that occur on scheduled weekends.

Weekend Package employees may request to exchange scheduled shifts with other Weekend Package employees; however, such exchanges must be approved by their supervisor.

Employees will be subject to disciplinary action up to and including termination in the event they are not on duty as scheduled.

Employees will be expected to attend general orientation, inservices, and staff meetings as defined by Facility policy. Attendance at inservices and staff meetings shall be at the employee's base rate of pay.

An employee's request to discontinue participation in the Weekend Package requires a 30-day written notice to their supervisor.

This facility reserves the right to discontinue the Weekend Package Option at any time upon thirty (30) days' written notice to the Union.

(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.

(5) On or before August 15, 2008, the Facility has agreed to meet and work with the employees to figure out new uniforms to be worn; the Facility will continue to supply the number of uniforms as provided in Article 23 of this Agreement.

(6) Effective July 16, 2008, the parties have agreed to delete the longevity bonus provision of this Agreement and pay out the only remaining employee who qualifies for this benefit the total amount of Two Thousand & NO/00 (\$2,000.00) Dollars.

RIVERVIEW MANOR  
NURSING HOME

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL 431

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_