

AGREEMENT

BETWEEN

BETTENDORF HEALTH CARE CENTER

AND

SEIU LOCAL 199

Effective May 23, 2009 - May 22, 2012

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AGREEMENT

Agreement made and entered into this 23rd day of May, 2009 by and between **BETTENDORF HEALTH CARE CENTER**, Bettendorf, Iowa ("Home"), and **SEIU LOCAL 199**, located at 102 Second Avenue, Coralville, IA 50241 ("Union"), acting herein on behalf of the Employees of the said Home, as hereinafter defined, now employed and hereafter to be employed and collectively designated as "Employees".

ARTICLE I.

RECOGNITION

Section 1. The Home recognizes the Union as the sole and exclusive bargaining representative of all full-time and regular part-time Employees employed by Bettendorf Health Care Center at its Bettendorf, Iowa, facility including all Licensed Practical Nurses, Nurses Aides, Charge Aides, Dietary Employees, Housekeeping Employees, Activities Aides, Maintenance and Laundry Employees, but excluding Registered Nurses, office Employees, the Assistant Director of Nurses, the Dietary Supervisor, guards, managerial Employees and supervisors as defined in the Act.

Section 2. The word "full-time" Employee means an Employee regularly and normally scheduled to work forty (40) hours or more per week. The word "part-time" Employee means an Employee regularly and normally scheduled to work less than forty (40) hours per week, but who works an average of at least eight (8) hours per week.

ARTICLE II.

NO DISCRIMINATION

Section 1. Neither the Home nor the Union shall discriminate with respect to employment by reason of Union membership or non-membership, race, color, creed, national origin, political belief, sex, gender identity, sexual orientation, age or handicap.

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

ARTICLE III.

MANAGEMENT RIGHTS

Except when expressly prohibited by this Agreement the Home shall retain the right to manage the facility and its business, including but not limited to, the right to determine the length of the workday and the workweek, 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 workload 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 Home; 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 Home. The Home shall also have the right to discipline, reprimand, suspend or discharge Employees for just cause, to subcontract work when necessary, and to layoff and recall Employees; provided these rights shall not be used to avoid the other provisions of this Agreement. Any disciplinary action for unexcused absences or tardiness will be based on a rolling twelve-month period. One occurrence in a twelve-month period will result in a verbal warning; two occurrences in a twelve-month period will result in a written warning; three occurrences in a twelve-month period will result in a five-day suspension; and four occurrences in a twelve-month period will result in termination. The Employer agrees that during an investigation of one Employee who has been reported by another Employee, the Employer will not name the reporting Employee to the Employee under investigation unless the Employer determines that it cannot conduct an effective investigation without disclosing the name of the reporting Employee. However, the reporting Employee's name will be available to the Union in the event it must conduct a Grievance investigation. None of these rights shall be exercised in an arbitrary or capricious manner.

ARTICLE IV.

BULLETIN BOARD

The Home shall provide the space for and also provide a locked bulletin board not to exceed 288 square inches where the Union may post notices of meetings and other information in no way derogatory of the Facility or any individual. The Administrator of the Home will retain one key and provide a key to the Union.

ARTICLE V.

PROBATIONARY EMPLOYEES

Section 1. The probationary period of a new Employee, or an Employee hired after a break in continuous service, shall be ninety (90) days.

Section 2. The Home will tell each new bargaining unit Employee during orientation that the Employees are represented by the Union and that a Union representative will be contacting them.

Section 3. In order to ensure that Employees fully understand their jobs as well as policies and procedures associated with them, all new Employees who have never worked in a skilled nursing facility in a similar job will have a minimum period of training consisting of three shifts for which that Employee is expected to be scheduled; however, such period of training will not be less than twelve (12) hours. Such training time will be noted on the Employees' time cards.

ARTICLE VI.

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 Home 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 last date of hire within that classification.

Section 2. Accrual of Seniority.

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

(b) Bargaining unit and job classification seniority shall continue to accrue during a continuous approved medical leave of absence and layoff up to but not to exceed twelve (12) consecutive months.

Section 3. Loss of Seniority.

An Employee's seniority and/or his employment with the Home shall terminate upon:

- (a) Resignation or retirement.
- (b) Discharge for just cause.
- (c) Absence for one (1) workday without notification to the Home, unless failure to notify is due to circumstances beyond the Employee's control.
- (d) Layoff for a period of twelve (12) consecutive months.
- (e) Failure of an Employee to notify the Home 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 notice 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.

ARTICLE VI A

LAYOFFS AND REDUCTION IN FORCE

Section 1. Layoffs and/or Reduction in Staffing Levels. In the event a need arises to reduce Employees in a job classification either by layoff or by reducing staffing levels at particular times, first consideration will be given to those who volunteer to take the time off, then to probationary Employees in the affected job classification, and finally to non-probationary Employees in the job classification by the reverse order of seniority so long as that also represents the most able person to do the job.

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 2. 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.

(b) All vacancies shall be filled by laid off Employees who can fill those such vacancies best.

ARTICLE VI B

FILLING VACANCIES

Job Posting.

Whenever a permanent job vacancy in the bargaining unit occurs, the Home shall post a notice of such vacancy on the Employee bulletin boards for not less than four (4) 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 thirty (30) 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 is limited to two successful bids in a twelve month period.

ARTICLE VII.

HOURS OF WORK AND OVERTIME

Section 1. The regular workday shall consist of 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 workweek shall normally consist of up to forty (40) hours and shall begin at 12:01 a.m., Sunday, and shall end at 12:00 p.m. midnight the following Saturday night for regular full-time Employees, except for night shift which, in order to accommodate a Friday and Saturday night weekend, shall begin at 12:01 a.m. Saturday and end at 12:00 midnight on the following Friday.

Section 2. Checks will be issued by the Home every other Wednesday. The Home will have checks available for third shift Employees at the end of their shift, unless circumstances beyond the control of the Home make it impossible to do so. Effective January 1, 2007, Employees will have the option of having their paychecks deposited directly into their designated bank account. For any month in which an Employee receives three (3) paychecks, there will be no deductions from the third check except taxes.

Section 3. An Employee shall be paid time and one-half (12) of their regular pay for all hours worked in excess of eight (8) hours in any regular workday or forty (40) hours in any regular one week work period; however, an Employee is permitted to waive payment of time and one-half (12) of their regular pay for all hours worked in excess of eight (8) hours in any regular workday if the Employee signs a written request for waiver and the Employee agrees the waiver will be effective for at least six (6) months.

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

Section 5. The Home shall schedule weekends off in a fair and equitable manner.

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. Under 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.

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 workday is completed. Every effort will be made to make assignments in a fair and equitable manner.

Every effort will be made to schedule mandatory staff meetings at a time that accommodates third shift Employees so that their normal sleep routine is not interrupted. Employees returning to the workplace for a mandatory staff meeting will be compensated a minimum of one and one-half (1 1/2) hours at regular rate.

Section 8. Employees who are part time and who otherwise would qualify shall receive pro rated benefits including vacation.

ARTICLE VIII.

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 week vacation.

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

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

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

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, workmen's 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 13.38 hours vacation if eligible for four weeks.

Section 3. Vacation must be taken in increments of not less than eight (8) hours. Vacation pay for all vacation taken shall be paid with the first check following the Employee's vacation. 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 or the vacation time is forfeited. Vacation time cannot be carried over from year to year. 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 two week notice. If proper 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.

Section 5. Full-time Employees who voluntarily resign after twelve (12) years of continuous service with the Home will be given a longevity bonus of Five Hundred Dollars (\$500.00).

Section 6. Vacation requests must be approved by the Administrator. Once approved, a vacation request can only be changed by mutual consent. Vacations will be scheduled on a "first come-first serve" basis. In the event of simultaneous requests, requests shall be granted in order of seniority.

Section 7. Beginning July 1, 2009, and continuing each July 1 thereafter, each Employee will have the opportunity to elect how he or she will receive his or her vacation payment for the next year. The options will consist of either payment as part of the first paycheck after the return from vacation (as outlined in Section 3 of this Article), or a separate check to be given to the Employee on the last day of work prior to vacation. Under the second option, the Employee will give the Employer thirty (30) days notice that the Employee is going on vacation and the date the separate vacation check will be required. Employer will post a reminder of the July 1 election date in order to give Employees

ample notice of how they wish to receive their vacation pay for the coming year. If an Employee does not elect, the Home will continue to pay them as they were paid the previous year.

ARTICLE IX.

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 everyday of the year.

Employees working on any of the following eight (8) holidays will be paid two (2) times their regular hourly rate of pay for their efforts, provided the Employee works the Employee's full shift for his or her scheduled shift prior to the holiday, if that shift is the day immediately before the holiday, and his or her shift scheduled after the holiday, if that shift is the day immediately after the holiday, unless the Employee takes ill during either the shift prior or the shift after the holiday and must leave due to the illness. If the Employee does not fulfill these conditions, the Employee will be paid his/her regular hour rate for the hours worked on the holiday,

- | | |
|--------------|---------------------|
| Christmas | July Fourth |
| Thanksgiving | Employee's Birthday |
| New Years | Easter Sunday |
| Memorial Day | Labor Day |

Any Employee working the 10:00 p.m. to 6:00 a.m. shift will receive holiday pay for working the eve of each holiday. For example: If an Employee works Christmas Eve, they will be paid holiday pay. If an Employee works Christmas Day, they will not. This applies only to the 10:00 p.m. to 6:00 a.m. shift.

During a holiday shift that pays two (2) times the regular hourly rate of pay, Employer will not direct an Employee from one classification not to report for work on the holiday, and replace that Employee with an Employee from another classification. In the event that an Employee calls off on a Holiday, the Employer will make all reasonable efforts to replace that Employee with another Employee in that classification and will do so based on seniority in that classification.

ARTICLE X.

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. Permanent full-time and part-time Employees are eligible to receive sick pay benefits after six (6) months of continuous service. All time accumulates from day of hire.

For each 160 hours of work, an Employee accrues four (4) hours of sick pay credit. He may accrue up to 600 hours or seventy-five (75) days. Effective with the payroll checks distributed June 17, 2009, accumulated sick days will be reported on each check.

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 if the Employee is treated in the emergency room of an acute care hospital on the first day of illness, and submits a physician verification of treatment to the Administrator, 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 family and/or medical leave, or on any other 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.

ARTICLE XI.

HEALTH AND SAFETY

Any physical examination required by the employer including Mantoux or chest X-rays will be paid by the Home provided the Employee uses the employer's physician for the exam and tests. Any Employee who chooses to use their own physician shall be reimbursed fifteen dollars (\$15.00).

Should this examination reveal a condition which requires medical treatment, such follow-up will be at the Employee's expense. The Home reserves the right to terminate an Employee's employment if such follow-up is discontinued before he/she has been discharged by his/her physician.

The Home agrees to provide a safe working environment for its Employees, and Employees recognize their responsibility to follow the Home's safety rules and attend required safety meetings. Failure to address an Employee's written complaint involving a safety hazard shall be subject to the grievance procedure.

ARTICLE XII.

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 Home, the difference will be paid by the Home. 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 stipulations, will forfeit jury duty pay.

ARTICLE XIII.

LEAVE OF ABSENCE (FOR ABSENCES NOT COVERED BY ARTICLE XXV)

Section 1. Leave of absence for absences from work not covered by Article XXV, Family and Medical Leave (either because the Employee is not eligible for leave under Article XXV or because the Employee needs a longer leave than allowed under Article XXV) may be granted to any Employee 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. If a leave of absence under this Article is in addition to leave granted under Article XXV, the total leave under both Articles cannot exceed six (6) months.

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 an approved extension for valid reasons, will be considered self-terminated and will forfeit all accrued benefits, seniority and job rights.

Section 3. When an Employee returns from a leave of absence, the Home will endeavor to place the returning Employee in a job as follows:

(a) An Employee returning from personal or medical leave is not entitled to displace any other Employees from their job or shift.

(b) The returning Employee will be offered employment in a job as comparable as possible to the job held immediately prior to the leave of absence. If such a job is offered and refused such refusal shall be treated as a voluntary resignation.

(c) If employment in a comparable job is not available, the Employee will be offered such other employment as may be available for which the Employee is qualified.

(d) If no other employment is available or the Employee declines such other employment as is offered under (c) above, the Employee will be placed on layoff subject to recall in accordance with the provisions of ARTICLE VI A, of this Agreement.

Section 4. As a condition of reinstatement following any leave of absence for illness or accident, the Home may request a medical release from the Employee's physician.

Section 5. Maternity Leave. Maternity leaves shall be granted in accordance with applicable law and statutes governing its use.

ARTICLE XIV.

FUNERAL LEAVE

When a regular full-time Employee is absent from work because of the necessity of arranging for or attending the funeral of a member of their immediate family, Bettendorf Health Care Center will pay them for up to three (3) eight (8) hour days at their regular rate of pay provided:

(1) The Employee is on the active payroll on the date of the death of the member of their immediate family;

(2) The Employee notifies their supervisor of the purpose of their absence not later than the first (1st) day of such absence;

(3) Payment will be made for a day of absence only if such day is one of the three (3) days either commencing with the day such death took place or with the day immediately following the day of such death and is a day during which the Employee would have worked had it not been for the absence due to death;

(4) No payment will be made for any day of absence which is later than the day of such funeral, except where the Employee attends the funeral at a location where the necessary time for travel extends the absence beyond the day of such funeral (and in such cases with the Administrator's permission, additional days may be taken without pay); and

(5) The Employee when requested, furnishes proof satisfactory to Bettendorf Health Care Center of the death, their relationship to the deceased, the date of the funeral, and the Employee's actual attendance at such funeral.

The immediate family is defined as father, mother, sister, brother, father-in-law, mother-in-law, wife, husband, child and grandparents.

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

ARTICLE XV.

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 XVI.

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as any dispute or complaint arising between the Union and the Home, or any of the Employees covered by this Agreement and the Home, involving the performance, meaning, interpretation or application of the provisions of this Agreement. During a grievance meeting, investigation, or any type of meeting between the Union and the Home, all issues shall be discussed with mutual respect. Grievances shall be processed and disposed of in the following manner:

Step 1: Within five (5) working days 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 Delegate. The Home shall give its answer to the grievant and/or her Union Delegate 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 grievance shall be reduced to writing and shall include a description of the alleged violation, and the requested remedy. 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 representative within three (3) working days after the receipt of the written grievance.

Step 3: 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 Home or his designee. A meeting between the members of management, the grievant, her delegate and the Union representative shall be held within the next five (5) working days of receipt of the Step 3 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 Care Center and the Union. If no settlement is reached, the Care Center 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.

Section 4. Failure on the part of the Home to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Section 5. A grievance which affects a substantial number or class of Employees, which the Home representatives designated in Steps 1 and 2 lack authority to settle, may initially be presented at Step 3 by the Union representative.

Section 6. 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 7. 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 XVII.

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 Home's answer in Step 3. The Home 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 list. When a satisfactory list is received, the Union and the Home will alternate in making the first strike_of a name from the list. The parties shall continue striking names alternately 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 Home 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 award of the arbitrator shall be final and binding upon the Home, the Union and Employees involved.

ARTICLE XVIII.

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 or suspend the continuity or efficiency of any service of Bettendorf Health Care Center.

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 Bettendorf Health Care Center, 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 Bettendorf Health Care Center's operations or acts of God or other emergencies shall not be considered a lockout.

ARTICLE XIX.

PARTIAL INVALIDITY

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law now existing or hereinafter enacted, such invalidity or unenforceability shall affect all the remaining provisions of this contract. The parties hereto agree that when that takes place they will sit down and negotiate again as if there were no contract at all.

ARTICLE XX.

WAGES

Section 1. It is agreed by the parties that effective May 23, 2009, the following hourly starting wages will be:

Licensed Practical Nurse	\$17.27
Resident Care Technician	\$10.76
Laundry Aide	\$8.86
Housekeeping Aide	\$8.86
Dietary Aide	\$8.86
Activities Assistant	\$8.86
Cook	\$8.86
Maintenance Worker	\$10.05

Effective May 23, 2009, all employees who have completed their probationary period by midnight on May 22, 2009 will receive the following increase in their wages.

All bargaining Unit Employees with 0-2 years of service will receive a 2.25 percent wage increase.
All bargaining unit Employees with 2-4 years of service will receive a 2.65 percent wage increase.
All bargaining unit Employees with 4-6 years of service will receive a 2.9 percent wage increase.
All bargaining unit Employees with 6 years or more of service will receive a 3.3 percent wage increase.

Employees who are scheduled to work and work as OMT's will receive \$11.14 per hour for OMT work.

Effective May 23, 2010, all wage rates will be increased by 2.7 percent.

Both parties agree if the employer requests to increase wages above minimums set forth in this agreement, they shall meet and open the contract for wages only.

Section 2. The following is intended to encourage and reward regular attendance by Employees.

(a) Every effort will be made to have a work schedule posted at least two (2) weeks in advance. Employees will make every effort to submit any special requests at least three (3) weeks in advance of the requested time off. A copy of the original work schedule must be submitted to the

administrator prior to the beginning of the pay period. This schedule will be used to determine eligibility for attendance bonus when the payroll is completed.

(b) At the end of each defined pay period (14 days), Employees who have been at work and on time for each and every scheduled shift will be paid an attendance bonus of thirty -five (35) cents per hour for all hours worked.

The attendance bonus will be paid only on hours worked. Mandatory in services and staff meetings scheduled at least one week in advance are included in the bonus pay.

(c) On time is defined as clocking in within the seven (7) minute window of the Employee's scheduled time to begin their shift.

(d) Employees must work their entire scheduled shifts. Staff leaving early or clocking out prior to their scheduled time in ending their shift will be disqualified for that pay period. Again, the seven (7) minute window will be used in determining eligibility in clocking out. Clocking out early at management's request shall not result in loss of bonus pay.

(e) Trading of shifts and days will be permitted if done twenty-four (24) hours in advance. Trading of shifts and days must be approved by the Department Head and must not result in overtime for either of the staff participating in the trade. If an Employee does not fulfill their obligations of the trade, both Employees will be disqualified from receiving the attendance bonus for that pay period.

(f) Employees are required to clock in and out as scheduled. For the purpose of this policy only, we will be using the seven (7) minute window. Disciplinary action will be taken on staff who continually clock in late or clock out early.

ARTICLE XXI.

CHECK OFF

Section 1. Upon receipt of a written authorization from an Employee in a form annexed hereto as Exhibits A & B, the Home shall, pursuant to such authorization, deduct from the wages due said Employee each month, and starting not earlier than the first pay period following the completion of the Employee's probationary period, remit to the Union regular monthly dues and COPE contributions, as fixed by the Union in the case of Union dues and by the Employee in the case of COPE. Employer will begin deducting and remitting COPE donations for an Employee thirty (30) days after receipt of the form annexed to this Agreement. An Employee may alter or terminate his or her COPE contribution at any time by giving thirty (30) days notice of the Employee's intention to do so to the Employer.

Section 2. The Home 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 Section 7 below. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Home 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 Home 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 Home shall remit to the Union all deductions for dues and COPE contributions made from the wages of Employees for the preceding month, together with a list of all Employees from whom dues and/or COPE deductions have been taken. . Employer will also remit separate checks for COPE and for Union Dues.

Section 5. The Home 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 Home 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 Home harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Home 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. An Employee may terminate any authorized payroll deduction for Union Dues by giving thirty (30) days written notice. The written notice must be submitted to both the Local 199 Treasurer and the Administrator of the Home.

ARTICLE XXII.

UNION REPRESENTATION

Section 1. The Union Representative will contact Management or its 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 Employee proffering reasonable evidence of a problem of any such nature, the Administrator agrees to allow the Union or the Employee access to the relevant documents, such as time cards which are in issue for any period up to one (1) year. In the event that the Employer has made a mistake in calculating an Employee's pay, and the mistake is \$25 or more owed to the Employee, the Employer agrees to follow up promptly to correct the mistake within three business days of verifying the mistake.

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.

Section 4. A resident care committee is established which shall meet from time to time and on a monthly basis if there are topics to discuss. The committee shall consist of the Administrator, the Director of Nursing and one other management representative, and three Employee representatives who shall represent, if possible, different shifts. The committee shall discuss improvement of resident care, increased efficiency, scheduling and best utilization of the work force. The committee would not be a negotiating committee and would have no authority to amend the contract.

ARTICLE XXIII.

INSURANCE

Section 1. Life Insurance. Employees with more than one year of service, shall be eligible for a life insurance benefit on the following basis:

For Employees who are regularly scheduled to work 12 or more hours a week, \$10,000.00.

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 is 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 \$90 a week for those who have worked 36 or more hours average during the previous six pay periods.

(d) A \$52 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 \$30 a week benefit will be paid to Employees who average more than 12 hours but less than 24 hours during the previous six pay periods.

(f) If the Employee is eligible for sick pay and accident sickness, the sick pay benefit would be paid. There is to be no duplication of benefits including workman'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. Health Insurance

The Home will offer Starbridge Limited-Benefit Medical Plan to Employees who are regularly scheduled to work thirty-two (32) hours or more per week, effective the first day of the month following completion of ninety (90) days of employment at the Home and will contribute the

following percentages of the single coverage of Level I, which amount can be applied toward any type of coverage in level 1 or 2:

For bargaining unit Employees with 0-2 years of service, 40 percent of the premium.

For bargaining unit Employees with 2-4 years of service, 50 percent of the premium.

For bargaining unit Employees with 4-6 years of service, 65 percent of the premium.

For bargaining unit Employees with 6 or more years of service, 75 percent of the premium.

In the event national health insurance reform is enacted into law or Starbridge discontinues its policies or ceases operations, 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 XXIV.

UNIFORMS

Section 1. The Home will supply three uniforms in good repair to those Employees, other than probationary Employees and nurses, it requires to wear them. 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 Home and will be promptly returned upon termination of employment and prior to issuance of the final pay check.

Section 2. Present Employees shall have the option of providing their own uniforms so long as they meet the Home's standards concerning color, style and appearance.

ARTICLE XXV.

FAMILY AND MEDICAL LEAVE

Section 1. The Home will provide up to 12 weeks of unpaid family and/or medical leave during a continuous 12-month period to eligible Employees in accordance with the requirements of the federal Family and Medical Leave Act. An eligible Employee may request unpaid medical leave

if the Employee is unable to perform the essential functions of his/her job due to a serious health condition. Family leave may be requested by eligible Employees for any of the following reasons:

- (a) for the birth and care of a newborn child;
- (b) placement of a child with the Employee for adoption or foster care; or
- (c) to care for a spouse, child or parent who has a serious health condition.

Section 2. In order to be eligible to take family and/or medical leave, an Employee must have:

- (a) worked for the Home for more than 12 months; and
- (b) worked at least 1,250 hours for the Home during the preceding 12-month period.

Section 3. The continuous 12-month period within which eligible Employees may take family and/or medical leave under this Article, will be a rolling 12-month period which will be measured backwards from the date on which an Employee takes any family and/or medical leave.

Section 4. An Employee requesting family and/or medical leave must give his/her department head at least 30 days advance notice if the reason for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care, or planned medical treatment. If 30 days advance notice is not possible given the particular circumstances of the Employee's request for family and/or medical leave, the Employee must give his/her department head notice of the request for leave as soon as is practicable, but no later than one or two work days from the time when the Employee first learns of the need for a leave of absence from work. The Home's family and medical leave of absence form and medical certification form must be used for all requests for family and/or medical leave.

Section 5. The Home may require medical certification from the Employee's health care provider if the Employee requests family leave to care for a child, spouse or parent with a serious health condition, if the Employee is requesting family and/or medical leave on an intermittent or reduced leave basis, or if the Employee is requesting medical leave because the Employee is unable to perform the essential functions of his/her job due to a serious health condition. In addition, the Home may request another medical certification, at the Home's expense, from a second health care provider. The Home may also require a final and binding medical certification from a third health care provider, selected jointly by the Employee and the Home, and paid for by the Home.

Employees who have been unable to work due to their own serious health condition must provide the Home with a written release to return to work from a health care provider before returning to work following the completion of their medical leave of absence.

Section 6. Employees may use any unused vacation at the Employees discretion. Employees must use their paid accrued sick leave at the beginning of any approved leave taken because of the Employee's own serious health condition.

ARTICLE XXVI.

401(k) Plan

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

ARTICLE XXVII

TERMINATION

This Agreement shall be effective May 23, 2009 and shall continue in force until midnight May 22, 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 sixty (60) days prior to the date of expiration. Provided, however, that the wage adjustment set forth in Article XX herein will remain in effect through May 22, 2011, at which time either party may reopen Article XX provided the other party has been given sixty (60) days advance written notice thereof. Such reopening shall be strictly limited to negotiations concerning hourly rate adjustments to be effective May 23, 2011, and for such subsequent years as may be agreed upon by the parties. The parties shall not be obligated to negotiate on any fringe benefits or any other form of wages except hourly rates. If no agreement is reached between the parties with respect to hourly rates, the Union shall have the ability to exercise its rights under Section 8(g) of the National Labor Relations Act.

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

For **BETTENDORF HEALTH
CARE CENTER:**

For **SEIU LOCAL 199**

Local President

Chief Negotiator

Negotiating Team Members

EXHIBIT A

APPLICATION FOR MEMBERSHIP
SERVICE EMPLOYEES INTERNATIONAL UNION – SEIU Local 199

I hereby request my employer to deduct membership dues in Service Employees International Union Local 199 (SEIU) from wages due to me on a regular basis and to transmit the same to SEIU at its office in Coralville. The amount of dues shall be the amount established by the Constitution and By-laws of SEIU and as certified to my employer by SEIU. This authorization shall be effective with the first paycheck after receipt of this card by the employer, and continue in effect until revoked by me, pursuant to the requirements of the Iowa Code (applicable to public employees).

Name _____

Home Address (city and zip) _____

Home Phone _____ Home E-Mail _____

Employer _____ Occupation _____

Worksite _____ Social Security Number _____

(for internal use only)

Birth Date _____ Witness: _____

Signature _____ *Date* _____

EXHIBIT B

Yes! I will do my part to make elected officials listen to working people.
Sign me up to contribute to SEIU's Committee on Political Education (COPE).

Name _____

Home Address _____

Home Phone _____

Home E-Mail _____

Employer _____

Occupation _____

Registered to Vote? _____ Social Security Number _____
(for internal use only)

Birth Date _____

*I authorize my employer to deduct ___ \$5.00 ___ \$7.50 ___ \$10.00 \$_____ other,
every **pay period** and transfer the funds to SEIU COPE. My signature shows that I have reviewed and agree with
the terms on the reverse side of this card.*

Signature _____ Date _____

**Help Working Families Gain a Stronger Voice
Contribute to SEIU's Committee on Political Education (COPE)**

I am volunteering to contribute to the SEIU Committee on Political Education (COPE) to help make elected officials stand up for working people.

I authorize my local union to file this payroll deduction with my employer and for my employer to forward the amount specified to SEIU COPE.

I understand that: **1)** I am not required to sign this form or make COPE contributions as a condition of my employment by my employer or membership in the union; **2)** I may refuse to contribute without any reprisal; **3)** Only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE; **4)** The amounts on this form are merely a suggestion, and I may contribute more or less by this or some other means without fear of favor or disadvantage from the union or my employer; **5)** SEIU COPE uses the money it receives for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state and local elections.

Contributions to SEIU COPE are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me.

Please sign the reverse side of this card to indicate that you have read and agree with these terms.