

# AGREEMENT

between

RIVER OAKS CARE CENTER  
SERVICE & MAINTENANCE  
EMPLOYEES

and

UNITED FOOD AND COMMERCIAL WORKERS  
UNION LOCAL NO. 655

May 26, 2021

THROUGH

May 25, 2022

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TERM OF AGREEMENT: May 26, 2021 – May 25, 2022

## PREAMBLE

This Agreement made and entered into this 26<sup>th</sup> day of May, 2021 by and between Steele #1, Inc., d/b/a River Oaks Care Center (hereinafter referred to as "Employer") and the United Food and Commercial Workers' Union, Local 655, chartered by the United Food and Commercial Workers International Union, AFL-CIO-CLC (hereinafter referred to as "Union").

WHEREAS, a higher standard of patient care is required for the infirm elderly,

NOW, THEREFORE, the parties under this Agreement have a duty to provide an extraordinary level of service and patient care and avoid patient abuse or neglect.

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interest of the patients of River Oaks as well as of its employees, and to avoid interruptions and interferences with services to patients, and as set forth herein their agreement covering rates of pay, hours of work, conditions of employment, and to provide for the orderly settlement of disputes which may arise.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## ARTICLE 1 - RECOGNITION CLAUSE

a. The Employer agrees to recognize the Union, and hereby does recognize the Union, as the sole and exclusive bargaining agent, with respect to rates of pay, hours and all other terms and conditions of employment, for the appropriate unit herein established and described as follows:

All full-time and regular part-time service and maintenance employees, employed by the Employer at its Steele, Missouri facility approximately 1.1 miles west of Highway I-55 on Highway 164, excluding dietitians, registered nurses, licensed practical nurses, and other technical employees, office clerical, and professional employees, guards and supervisors, and PRN employees (averaging no more than sixteen (16) hours per week in a four (4) week period), as defined in the Labor Management Relations Act.

The dispensing of medicine and medication may at the Employer's option be performed by members of this bargaining unit, but shall not be exclusive, but may be performed by excluded personnel, including Registered Nurses and Licensed Practical Nurses.

The Employer is free at its election to carry out the dispensing of medicine and/or medication either with Certified Medication Technicians and/or Licensed Practical Nurses.

b. Neither the Employer nor the Union shall discriminate against any employee or applicant for employment, because of race, sex, age, religious affiliation, nationality, handicapped status, or status as a Vietnamese era veteran, or Union affiliation.

References to either male or female gender within this Agreement shall be equally applied to both genders.

## ARTICLE 2 - OTHER AGREEMENTS

The Employer agrees not to enter into any agreement with its employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

## ARTICLE 3 - UNION SECURITY

a. All present non-probationary employees who are members of the local Union on the execution date of this Agreement, shall remain members of the local Union in good standing as a condition of employment. All employees who are hired after the effective date of this Agreement shall become and remain members in good standing of the local Union as a condition of employment on or after the 90 days following employment or upon the completion of their probationary period, whichever is later.

b. Duly authorized Business Representatives of the Union shall be permitted access to the Employer's premises at reasonable times for the purpose of conferring with management or observing conditions with reference to any dispute, grievance, or other such matters involving the relations between the parties, provided that prior to entering the premises, he or she shall notify the Administrator of the purpose of his or her visit, and provided further that such visit shall not interfere with the work of the employees or the operation of the facility. Upon sufficient advance notice to the Administrator, access to the Nursing Home shall be provided on evening shifts and holidays for visitations, which require information or observations, not available on other shifts or days. While in the home, he or she shall be accompanied by a representative of management if the Employer so desires. The representative, when discussing a grievance with a grievant, shall be allowed to do so in privacy. There shall be no Union activity on Employer/Home premises, except as expressly permitted by the terms of this Agreement.

The Business Representative may call the Steward into the meeting with the Nursing Home Management.

c. The Employer shall notify the Union each month before the tenth day of

each month, in writing, of the employment of all new employees with the following information: employee's name, residence address, social security number, phone numbers (Home and/or Cell), job location, rate of pay, and the date of employment.

d. All employees who are hired after the effective date of this Agreement shall become and remain members in good standing of the Local Union as a condition of employment on or after the 90 days following employment or upon the completion of their probationary period, whichever is later.

e. Upon the receipt from any employee covered by this bargaining unit of a dues deduction authorization check-off form in writing, the Company will deduct from the employee's wages each calendar month such employee the dues amount certified in writing by officers of the United Food and Commercial Workers, Local 881, to River Oaks Nursing Home. Dues deducted will be forwarded to Local 881 within fifteen (15) days of their deduction from wages.

#### ARTICLE 4 - MAINTENANCE OF STANDARDS

No employee shall as a result of this Agreement suffer any reduction in rate of wages. This Agreement provides minimum standards only, and the Employer may unilaterally grant additional benefits, which are not otherwise a violation of this Agreement or state or federal law.

#### ARTICLE 5 - GRIEVANCE PROCEDURES

a. Any dispute involving the application or interpretation of this Agreement, whether originating with an employee, the Union, or the Employer, shall be exclusively submitted for settlement under this grievance procedure.

b. Any aggrieved employee and the Employer shall attempt to resolve such complaints among themselves. No complaint will be considered by the Employer unless it is brought to the attention of the supervisor or representative of the Employer within seven (7) calendar days of its alleged occurrence. The failure of an aggrieved employee to present a complaint directly to the attention of the Supervisor or Employer representative within seven (7) calendar days of the time the grievant knew of, or reasonably should have known of, the occurrence of such alleged dispute, shall foreclose advancement of such dispute to any further steps of the grievance arbitration procedure.

The employees' handling of employee grievances and other Union business will be handled during break times and during nonworking hours, except where the grievance is of an emergency nature, in which instance the Steward must notify and obtain permission from his supervisor to process the emergency Union business.

c. Within seven (7) calendar days of the time for first presenting a complaint to the Employer, a grievance form containing written Statement of Facts as Perceived by the Employee, shall be advanced to the Employer for any unresolved dispute to be advanced forward. A copy of the document shall be provided to the employee. The Employer will respond by sending to the Union and the employee the Statement of Facts as Perceived by the Employer within seven (7) calendar days after receipt of the Statement of Facts as perceived by the Employee.

In the period during seven (7) calendar days after the Employer Statement of Facts is provided, the Union and Employer representatives shall attempt to agree in writing to an Agreed Upon Statement of the Disputes, and either party may amend their own Statement of Facts in writing to the other party.

Failure to give any such notice of any grievance shall constitute a permanent waiver and bar of the grievance and the employee shall be forever foreclosed from raising any complaint, grievance or reference in regard thereto. Representatives of the Employer and the Union shall immediately after the submission of such grievance in writing, by mutual negotiation, attempt to arrive at a satisfactory settlement thereof. After such grievance is reduced to and submitted in writing, the employee may be represented by the Union not exceeding, however, two (2) in number. The Employer may be represented by such representative(s) as it shall select.

In matters other than discharge or suspension, if such grievance raised by the Union or an employee, or an Employer dispute or controversy cannot be settled between the parties within twenty (20) working days after delivery of written notice of such grievance, the matter may be submitted to an arbitrator by either party. Such an appeal to arbitration shall be in writing and served on the other party within forty-five (45) days after the alleged occurrence. The representative of the Employer and representative of the Union shall attempt to select such arbitrator.

If they cannot agree upon an arbitrator within three (3) calendar days of the failure to agree to an arbitrator, either party may request the Federal Mediation & Conciliation Service to submit a list of seven (7) names of National Academy arbitrators from which the arbitrator shall be selected, with the party requesting arbitration making the first selection. The decision or award shall be final and binding on both parties.

The fees and expenses of the arbitrator are to be borne equally between the Employer and the Union.

The arbitrator shall have the authority and jurisdiction of solely determining interpretation and/or application of the Agreement, respecting the grievance in question, but shall not have the power to alter or modify the terms of this Agreement.

Mutually agreed upon extensions of the above time limits may be effected.

Disciplinary suspensions shall not be expunged irrespective of time. All copies of disciplinary write-ups will be made available upon request to Union Representatives during any visit. It is understood that although no disciplinary write-ups are expunged, they 'age' and disciplinary procedures are reset should the employee correct their actions over a period of time.

#### ARTICLE 6 - PAY PERIODS

All employees shall be paid in full twice monthly on the 10th and 25th or any other dates as determined by the Employer with prior notice to the Union. Paychecks will be available to employees at times established by the Employer. Paychecks will be itemized showing the hours and pay rate of each employee. The Employer shall maintain a time clock for all employees covered by this Agreement, and each employee shall be responsible for the accuracy of his/her own time card.

#### ARTICLE 7 - HOURS OF WORK AND REST PERIODS AND LUNCH PERIODS

Section 1. The regular work period shall consist of up to forty (40) hours of work in a week starting Sunday at 12:01 A.M. through Saturday at 11:59 P.M. However, nothing in this Agreement shall be construed as a guarantee of hours worked per day, or a guarantee of days worked per week.

It is agreed that standard shifts will be of up to eight (8) hours' duration, excluding lunch periods, (although starting and ending times may be established with minor variations to accommodate lunch periods, customer or patient needs).

All time worked in excess of forty (40) hours in a work week, shall be paid at time and one-half (1 1/2) the employee's regular hourly rate.

Schedules shall provide employees with twelve (12) hours rest between shifts, unless otherwise mutually agreed upon between employees and employer. It is understood that employees having to work a double shift or part thereof shall not conflict with this section. Employees are scheduled for two days off in a row if requested by the employee and it is possible for the company to do so.

Overtime shall be voluntary and overtime pay shall be paid at the rate of time and one-half (1-1/2) times the regular rate of pay except that when insufficient staffing assignments or overtime volunteers are obtained within each job classification, then such assignments shall be rotated during each payroll period with the first assignment directed to the junior employee in the particular job classification and in seniority sequence to each less junior employee in that job classification during an one-half (1/2) month period.

Emergency situations may override this on a temporary basis. It is understood that the company will address this issue should this section be abused.

Employees who work a full double shift shall be paid for the full shift(s) which is being covered, or the actual number of hours worked, whichever is greater.

Section 2. The Employer shall make every effort to provide a fifteen (15) minute paid rest period in the first one-half of each shift, together with a fifteen (15) minute paid rest period in the second one-half of each shift, while reserving the right to schedule break times at its discretion under a staggered relief program or total unit relief arrangement. However, due to the nature of the service provided, breaks cannot be guaranteed. No employee will be required to work more than five (5) hours a day without a one-half (1/2) hour lunch period without pay, so far as possible, and still provide adequate care for the needs of the residents. A lunch period shall be scheduled by the Employer as near as possible to the mid-point of the work period unless a valid emergency occurs. Should an employee stay for a full double shift then the lunch period of the second shift will be with pay.

Section 3. Employees who are called in to work outside their regularly scheduled shifts shall receive a minimum of two (2) hours' pay, or pay for hours actually worked, whichever is greater.

Section 4. The Employer will post the facility work schedule for at least a payroll period prior to the start of work of that work period. All changes for irregular or emergency conditions may be made without prior notice.

Section 5. If an employee is needed to stay over for the purpose of passing medications and a volunteer cannot be obtained, then the junior employee whose turn it is to be rotated in the job classification needing to be replaced will be required to work overtime.

#### ARTICLE 8 - MANAGEMENT RIGHTS

The management, control and location of the Employer's facility, nursing home and business, and the direction of the working force, or the right to initiate and/or terminate patient care and patient care services, the right to plan, direct and control all business operations, the right to determine staffing consideration consistent with state and federal regulations, to promote and demote for just cause, to hire, suspend, discipline or discharge for just and reasonable cause, the right to maintain order and efficiency, and to provide the best possible care for its patients, the right to relieve employees from duty for lack of work or other just cause, the right to transfer employees from job to job within the classification, subject to the seniority provisions of this Agreement, the right to from time to time promulgate reasonable working rules and regulations, the right to introduce and

1. Nurses' Assistants and Orderlies;
2. Activity Employees;
3. Housekeeping and Laundry Employees;
4. Dietary Aides;
5. Cooks; and

Full-time employees are those employees who work for or are paid for vacation, holiday and/or paid sick leave for thirty-two (32) or more hours per week, or those employees who work on a full time seven and one-half (7-1/2) hour basis, four shifts on and two shifts off. Part-time employees are those employees who work or are paid for vacation, holiday and/or paid sick leave for less than thirty-two (32) hours per week, or who work less than a full time seven and one-half (7-1/2) hour basis, four shifts on, and two shifts off, for two consecutive pay periods. Full-time employees shall have seniority over part-time employees.

Part-time employees advancing to full time must work at least thirty-two (32) hours per week, for two consecutive pay periods.

When an employee's employment is voluntarily reduced from full-time to part-time, their part-time seniority is dated from the original date of hire within that job classification. When a part-time employee is advanced to full-time seniority their full-time seniority dates from the latest assignment to full-time work, within their job classification.

Part-time employees in accordance with their job classification of seniority shall be given the first opportunity to advance to full-time in that job classification before full-time employees in other job classifications or before new employees are hired.

During the employee's probationary period, the probationary employee shall have no entitlement to non-wage benefits under this Agreement, such as holidays, vacation, etc.

Seniority shall terminate for the following reasons:

1. Voluntary resignation;
2. Discharge for proper cause;
3. Failure of an employee to return to work following a layoff within five (5) working days after notice by registered mail or telegram by the Employer to the employee's last shown address on Employer records;

improve methods of operation, the right to exercise all other such management prerogatives as are not expressly restricted by this Agreement, are vested exclusively in the Employer.

#### ARTICLE 9 - SENIORITY

Section 1. A new employee shall be on probation with the Employer during the first ninety (90) calendar days with the right of the Employer to extend the probationary period an additional thirty (30) calendar days by notice in writing to the Union and the employee. The right of the Employer to extend the probationary period shall not be used arbitrarily. The Employer shall have the right to terminate such probationary employee in its sole and absolute discretion and without the employee's recourse to the grievance procedure prior to the completion of the probationary period. Upon completion of the probationary period, the seniority of the employee shall be computed from the date of hire. Should an uncertified Aide hired after the execution of this contract fail to enroll in area certification courses at the first opportunity after hire, and/or fail the certification for that first course enrollment, that employee shall be relieved of Aide duties without recourse to the grievance procedure, even after the successful completion of his or her probationary period. Uncertified employees will be responsible for their own costs of tuition, fees and class time while attending certification.

Layoff and recall shall be governed by seniority only within a job classification family, and the least senior employee within a job classification family shall be laid off when a reduced need occurs in that job classification and the total nursing home seniority shall not be a factor in such layoff.

If at the time of layoff within a given job classification, or during layoff, a vacancy arises in another job classification, and it goes unfilled from within that job classification by full-time or part-time employees, the most senior employee then in layoff in terms of nursing home seniority shall, if qualified, be given the opportunity to fill such vacancy.

Once an employee exercises his/her seniority for shift vacancies, seniority shall not be again exercised for ninety (90) calendar days.

All employees' hours will be maximized each day and by each pay period by seniority. Employees who limit their availability will not be assigned additional hours until they become available but will maintain their agreed upon schedule during such restricted period.

The following clustering of job groups shall represent a job classification family for job classification seniority purposes:

4. Failure of an employee to return to work under the terms and conditions of leaves of absence;

5. Where an employee has performed no work for the Employer for a period of six (6) calendar months except where they have had prior authorized leave accepted.

6. Retirement;

7. Where an employee gives misleading, erroneous and/or false statements in seeking employment with the Employer and irrespective of the period of employment before detection; and

8. Where an employee accepts other employment during the leave of absence without prior special written provisions.

Seniority listing of all employees shall be posted in a conspicuous place and kept current every six (6) months.

Termination of seniority as used in this Agreement shall mean termination of employment.

#### ARTICLE 10 - SHIFT/JOB BIDDING AND POSTING

When a shift/job vacancy exists, the Employer shall post upon a designated bulletin board a notice that a shift/job vacancy exists, setting forth therein the shift/job opening. This notice shall be posted one time for each shift/job opening for a period of five (5) calendar days, but during those five (5) calendar days the Employer may temporarily assign any employee to an open shift/job. The Employer shall fill shift/job openings from persons bidding in accordance with job class seniority. Any person bidding must be available to work the required hours of that position.

Once a bid is submitted to the Administrator, the employee's name and seniority date will be affixed to the shift/job posting by the Administrator.

If an employee successfully bids for a shift/job opening, he or she shall not be eligible to bid for another shift/job opening for a period of ninety (90) calendar days, unless the Employer agrees to waive the ninety (90) day time period.

#### ARTICLE 11 - TERMINATION OF EMPLOYMENT

a. Employees covered by this Agreement electing to resign or quit their

13. All other reasons for dismissal in the employee's handbook numbered 1-19.

d. Employees called to the office to discuss discharge have a right to their shop steward's presence if requested.

#### ARTICLE 12 - HOLIDAYS

a. The following days shall be considered holidays:

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

Holidays shall be taken off based upon an employee's normal work schedule.

a-1. Employees with one (1) year or more of continuous service shall receive one (1) personal holiday.

b. When an employee works on a holiday designated under this Agreement, that employee may receive holiday pay in accordance with the schedule in Section d, following, or may elect to take an additional day off with pay, at the election of the employee. Should an employee choose to take an additional day off with pay, the day off must be taken within thirty (30) days of the holiday worked and must be with the approval of the supervisor. Any eligible employees not utilizing holidays within thirty (30) days will be paid the equivalent pay.

c. Holiday pay shall be arrived at by averaging the hours worked in the four (4) weeks immediately preceding the holiday week as follows:

Between 16 and 24 hours worked	- 4 hours' pay
Between 24 and 32 hours worked	- 6 hours' pay
Between 32 and 40 hours worked	- 8 hours' pay

In computing the average hours worked in the four weeks immediately preceding the holiday, holiday and vacation hours together with sick leave days used in the four (4) weeks immediately preceding the holiday will be included along with hours worked.

#### ARTICLE 13 - VACATIONS

a. All employees shall be entitled to five (5) working days vacation with pay

employment will give the Employer two (2) weeks written notice and shall continue in the Employer's service during this two (2) week period, with the exception that the employee may leave sooner when replacement can be made by the Employer. The Employer is to furnish printed forms for such resignation.

b. No employee shall be suspended, demoted or dismissed without sufficient cause, except as provided in Seniority. If after proper investigation it is found that an employee has been disciplined unjustly, the employee's rights will be adjusted between the parties or by an arbitrator; provided, however, that no claim for compensation of time loss shall be paid unless the claim is presented to the Employer in writing within seven (7) days after the suspension, demotion or dismissal in question.

c. Reasons for discharge shall be for just cause, which shall include, but not be limited to:

1. Dishonesty, theft, personal use of Company supplies, willful destruction of Company property.
2. Incompetence.
3. Racial intolerance.
4. Failure to obey reasonable instructions not in conflict herewith.
5. Reporting to work with evidence of drinking or possession of liquor on Company property.
6. Calling an unauthorized strike or walkout.
7. Insubordination.
8. Patient misuse and/or abuse.
9. Falsification of records.
10. Reporting to work under the influence of drugs.
11. Receiving money or gifts from residents for services rendered to residents within the regular line of duty.
12. Such irregular attendance, other than that which arises exclusively from on-the-job injuries, which results in an ineffective, unreliable employee.

cash in vacation two weeks at a time.

#### ARTICLE 14 - SICK LEAVE

Sick leave will accumulate for regular full-time employees at the rate of four (4) hours of sick leave for every seventy-five (75) hours of work (regular and overtime), but exclusive of holiday, vacation, paid sick leave time, leave of absence (one hundred twenty (120) days on workers' compensation) to provide four (4) hours for every seventy-five (75) hours of productivity. Sick leave will accumulate up to a maximum of sixty-four (64) hours for regular full-time annually. Sick leave pay will accumulate from year to year up to a maximum of fifteen (15) hours carry over. Sick leave pay cannot be converted to pay upon separation from the company.

Employees will begin accumulating sick leave from the time of employment, but no sick leave with pay will be given until after three (3) months of full-time employment has been completed.

Unless the employee is sent home by his supervisor or a Doctor's Report is provided, the first day off is not a paid sick day.

A written verification will be required before sick pay will be granted. Anyone who falsifies this written verification may be dismissed from employment. It is also required that an employee must be seen by a doctor, not his receptionist. After an absence of three (3) consecutive days, due to illness, a doctor's report is required before returning to full or part-time duty. An employee who becomes ill must see that his supervisor is notified immediately if scheduled work is to be missed. The supervisor must be kept informed of the employee's condition on a day-to-day basis.

Employees are allowed to take up to twenty (20) hours of earned sick leave to take care of their child who is hospitalized. The child must be under eighteen (18)-years of age and the Employer may require proof of hospitalization.

#### ARTICLE 15 - FUNERAL LEAVE

The Employer agrees to pay employees who have completed their probationary period for time lost from regular work in which the employee would otherwise have participated, for any of the second day before, the day before, or the day of the funeral at straight time pay provided the employee attends the funeral. The terms "immediate family" shall mean spouse, parents, child, brother, sister, present father-in-law, present mother-in-law, present son-in-law and present daughter-in-law. One (1) day off with pay will be provided employees for time lost from work for attendance on the day of the funeral of the employee's grandparents.

after one (1) year of continuous service, and ten (10) working days with pay after two (2) years continuous service.

b. All employees shall be entitled to fifteen (15) working days vacation with pay after ten (10) years of continuous service.

c. All employees shall be entitled to twenty (20) working days vacation with pay after fifteen (15) years of continuous service.

d. Employees shall receive vacation with pay for the number of hours worked in that anniversary year, plus vacation, holiday hours and paid sick leave days paid for the immediately prior anniversary year, divided by fifty-two (52) and multiplied by their hourly rate in effect at the time of vacation, for each week of vacation entitlement. Split vacation will be permitted.

e. All employees taking a vacation during which a granted holiday occurs shall be given an additional day of paid vacation in lieu thereof.

f. Vacations shall be scheduled by classification seniority at any time during the calendar year. The vacation schedule shall be posted by March 1 of each succeeding year. Vacation selection effected after March 15 shall be on a first come first serve basis. No more than two (2) employees in each job classification shall be allowed to take vacation at the same time.

g. After an employee's vacation has been scheduled, it shall not be changed except in case of an emergency.

h. Each employee shall be paid by separate check, their vacation pay on the pay period immediately prior to the start of their vacation provided the employee has completed his anniversary period.

i. Vacations are not cumulative and must, therefore, be completed each vacation period. Vacations are earned and paid on a current year basis.

j. After an employee has qualified for his/her first vacation and quits with two weeks notice, the employee shall receive a pro-rata vacation for each full month of service completed since their anniversary date. There shall be no payment of accrued vacation if an employee is terminated for just cause. No vacations will be allowed to be taken by any employee, bargaining unit or non-bargaining unit, between Thanksgiving Day and Christmas Day.

k. Employees are allowed to take two weeks in a row for vacation if requested and if the company has sufficient staff to allow it. However, employees are not allowed to

c. The Employer will provide a suitable space where a copy of the Agreement will be posted.

d. Existing employees' lounges or alternatives shall be preserved by the Employer for the employees' use.

e. Employees who are required by the nursing home to attend in-service meetings and/or classes, (other than Aide certification meetings), shall be paid for all time spent at these meetings and classes at their applicable rate of pay. Employees will not be required to attend these meetings on their days off.

f. Employees attending any meetings, classes and in-service continued education or conferences when directed and/or required by the Employer, (other than Aide certification meetings), shall have such tuition and materials paid for by the Employer.

g. No employee shall be expected to attend any mandatory meetings or in-service meetings called by the Employer which fall during the employee's vacation.

#### ARTICLE 19 - UNION COOPERATION

a. The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, and improving the cleanliness and good housekeeping at the nursing home, and in caring for equipment and machinery.

b. The Union agrees to cooperate in correcting the inefficiencies of members which might otherwise necessitate discharge.

#### ARTICLE 20 - NO STRIKE - NO LOCKOUT; PICKET LINE

No employee shall engage in any strike, sit-down, sit-in, slow-down, cessation, stoppage or interruption of work, boycott, or other interference with the operation of the home during the term of this Agreement.

The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operation of the home, or ratify, condone or lend support to any such conduct or action during the term of this Agreement.

It shall be a violation of this Agreement for employees covered by this Agreement to refuse to cross picket lines during the term of this Agreement established by Local 655, or any other labor organization.

Time off without pay will be provided for those employees who request time off for attendance at the funeral of a grandparent or grandchild.

#### ARTICLE 16 - JURY DUTY

Employees who are subpoenaed and report for jury service shall receive the difference in pay for time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours pay per week at the employee's regular straight time hourly rate provided that this jury duty will be limited to ten (10) working days in a calendar year, and provided further, that the employee notifies the Employer the first working day after being notified to report for jury duty. When an employee is released for a day or a part of a day he should report to the facility for work.

#### ARTICLE 17 - LEAVES OF ABSENCE

Section 1. Medical/Personal leave of absence and extensions thereof without pay for good and sufficient reason may be granted by the Company for up to six months. Such leave of absence shall be in writing with copies to the Company, the employee and the Union. Should an employee need an extension of a leave of absence, application for the extension must be made not less than forty-eight (48) hours prior to the expiration of the original leave of absence or extension thereof. Extensions may be granted for an additional six (6) months period.

Section 2. A leave of absence shall not be required for employees who are unable to work as a result of occupational injury. Such employees shall be listed as inactive but continue to accumulate seniority and maintain all fringe benefits for the duration of the illness or injury. When the employee is able to return to work they will be returned to their former position if it is available and if it is not, the employee will be allowed to displace any less senior employee in a position he or she is capable of performing.

Section 3. An employee on an authorized leave of absence may return to work prior to the expiration of such leave of absence.

#### ARTICLE 18 - MISCELLANEOUS

a. The Union shall be permitted to use bulletin boards for the posting of notices of meetings and other related activities, as long as the postings are in keeping with the dignity of the home.

b. The parties agree that this Agreement may be amended by mutual agreement of both parties, and, if amended, the amendment shall be attached to the contract by addendum and signed by both parties.

### WAGE SCHEDULE

A. Rates of pay and pay schedules as set forth in the Wage Schedule shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked.

B. Payment for time worked shall be computed by multiplying the hourly rates by the actual number of hours worked.

On an employee's anniversary date that employee shall receive a 3% increase.

The 3:00 P.M. to 11:00 P.M. shift differential for Aides will be fifty cents (50¢) and for the 11:00 P.M. to 7:00 A.M. shift will be seventy-five cents (75¢).

An employee working on their day off or when working a double shift shall receive a fifty cents (50¢) per hour premium.

Any Aide that works a different morning shift other than 7:00 A.M. to 3:00 P.M., such as a 5:00 A.M. to 1:00 P.M. shift, shall not receive a shift differential for such time worked. An Aide that works a shift that overlaps morning and evening shifts, such as 12:00 P.M. to 8:00 P.M., shall only receive a shift differential for their work beginning at 3:00 P.M.

#### ARTICLE 21 - SAVINGS CLAUSE

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

If any article or section of this Agreement, or any addendum thereto, should be held invalid by operation of the law or by any tribunal of competent jurisdiction, or if compliance with their endorsement of any article or section should be restrained by such tribunal, the remainder of this Agreement and any addendum thereto shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article, section, addendum or portion thereof.

#### ARTICLE 22 - ENTIRE AGREEMENT

This Agreement, having been reached after hours of collective bargaining representing concessions which were made by both parties in order to reach an agreement, covers wages, hours, working conditions and all conditions of employment during the term of this Agreement. During the term of this Agreement there shall be no requirement or obligation upon the part of the Company to negotiate concerning any matters not covered by this Agreement.

#### ARTICLE 23 - TERM OF AGREEMENT

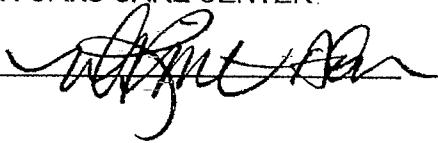
This Agreement shall be effective on May 26, 2021 and shall continue in full force and effect until May 25, 2022, and shall continue in full force and effect from year to year thereafter, unless written notice to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to such date of expiration.

Date of Execution: June 24, 2021

STEELE #1, INC. d/b/a  
RIVER OAKS CARE CENTER.

UNITED FOOD AND COMMERCIAL  
WORKER'S UNION, LOCAL 655

By



By

