

AGREEMENT

Between

THE GOOD SAMARITAN SOCIETY--DAVENPORT

and

UNITED FOOD & COMMERCIAL WORKERS,
DISTRICT LOCAL UNION NO. 431

Effective Dates:

January 1, 2018 through December 31, 2022

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AGREEMENT

Between

GOOD SAMARITAN SOCIETY--DAVENPORT

and

**UNITED FOOD & COMMERCIAL WORKERS
DISTRICT LOCAL UNION NO. 431**

AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of January, 2018, by and between **GOOD SAMARITAN SOCIETY--DAVENPORT, A DIVISION OF THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY**, hereinafter referred to as the "Center", and **DISTRICT LOCAL 431 OF THE UNITED FOOD & COMMERCIAL WORKERS**, hereinafter referred to as the "Union."

WITNESSETH:

It is the intent and purpose of the Center and the Union in entering into this Agreement to set forth their agreement on rates of pay, wages, hours of employment, and other conditions of employment to be observed by the parties hereto and the employees covered hereby so as to promote orderly and peaceful relations between them, to achieve uninterrupted operation of the Center, to provide a procedure for the prompt and equitable adjustment of grievances arising hereunder, and to achieve the highest level of employee performance consistent with safety, good health, and sustained effort, and the parties mutually agree as follows:

ARTICLE 1. RECOGNITION

The Center recognizes the Union as the duly authorized collective bargaining representative of the employees covered in the unit described in N.L.R.B. Case No. 38-RC-1399, including all full-time and regular part-time nurses aides, medication aides, CNA extenders, activity aides, laundry employees, kitchen employees, housekeeping employees, and janitors employed by the Center at its location at Davenport, Iowa; but excluding all registered nurses, LPN's, office clerical employees, maintenance employees,

professional employees, guards and supervisors as defined in the National Labor Relations Act, and all other employees. The Center agrees to deal only with the duly authorized representatives of the Union on all matters relating to grievances, wages, and other conditions of employment.

ARTICLE 2. NON-DISCRIMINATION

Neither the Center nor the Union shall discriminate against any employee because of his or her race, age, creed, color, sex, sexual orientation, gender identity, national origin, religion, veteran status, or disability of such employee.

The use of the terms "she" and "her" herein shall mean and refer to both male and female employees.

ARTICLE 3. CENTER MANAGEMENT

Except as limited by the express provisions of this Agreement, the management of the Center and the direction of the working forces, including but not limiting the generality of the foregoing, the right to establish job descriptions and classifications and assign employees thereto and direct, plan, and control Center operation, to hire (including the right to suspend, discipline, or discharge for just cause), to establish and apply reasonable standards of performance, to determine the size of shifts pursuant to and within State regulatory requirements and to determine the duties and shifts, to establish rules of conduct, to determine quality standards, to introduce new or improved methods, processes, facilities, or equipment, and to manage the Center are vested exclusively in the Center. The Union agrees to cooperate with the Center in all matters pertaining to improving and expanding the Center's providing of services to its residents and shall assist in every way possible to promote the Center's services and shall do everything within reason to promote a high degree of efficiency in the services and work product of its members.

There shall be no discussion between employees on matters pertaining to the Union during regularly scheduled work times. Such discussions before work, on break, at lunch, or after work are entirely proper, but not otherwise unless the parties agree or are required by law.

Except by permission of the Administrator, the areas of the Center to be visited by a designated Business Representative of the Union are limited to the normal work areas of employees covered by this Agreement except that residents' rooms may not be entered except by permission of the Administrator. Said visits shall be in accordance with normal rules governing visitors to the Center.

ARTICLE 4. NO STRIKE-NO LOCKOUT

During the term of this Agreement, or any renewal or extension thereof, neither the Union nor any of the employees will instigate, condone, engage in, or take part in any strike, sympathy strike, slow-down, sit-down, stoppage of work, or any other action which would curtail or impede any of the operations of the Center. Should any such interference occur, any employee participating may be subject to discharge or other discipline. The Center may also impose disciplinary suspensions with respect to the employees involved for their participation in such an interference. During discussion of such problems, both parties shall urge all employees to resume normal work.

During the term of this Agreement, or any renewal or extension thereof, the Center will not lock out employees covered hereby.

ARTICLE 5. WORKING HOURS AND OVERTIME

Section 1. The Center operates twenty-four (24) hours per day, seven (7) days per week. Employees are required to work weekends and on holidays and in the case of activity aides, evenings as required to comply with state regulations when assigned to do so. The Center will distribute holiday time off within a classification as evenly as possible over a reasonable period of time. The work week under this contract commences at 12:00 a.m. on Sunday and ends at 11:59 p.m. on the following Saturday. The Center shall endeavor to give each regular full-time employee every other weekend off, meaning no work shall be scheduled for a shift which ends on a Saturday or on the Sunday of that weekend. To accommodate this type of scheduling, the Center will not be able to guarantee employees special days off, or casual days off on weekends and if sick on weekends, the originally scheduled employees will be required to work within the next five (5) unscheduled weekends to make up for the weekend missed. In such cases, the Center may reassign the

originally scheduled employees so as to avoid overtime hours, notwithstanding any other provision of this Agreement to the contrary.

Section 2. The Center will post work schedules every Friday by 2:00 p.m. of the first shift for the workweek commencing the following Sunday in order that all employees will be informed of their individual schedules. The posted schedules will not be changed without agreement of both the employee and the Center, subject, however, to the Center's right to schedule additional hours as needed in dire emergencies.

Section 3. Regular part-time employees who have advised their supervisor in writing of a desire to work full-time will be given an opportunity to work up to forty (40) hours in a workweek when such work becomes available before additional part-time employees are hired or before hiring additional full-time employees if they have as much experience for the job as others available for the job.

Section 4. Filling Known Vacancies. Employees will be offered an opportunity to sign up for posted vacant hours on a seniority basis, in accordance with the following order of priorities:

- (a) Regular part-time employee within the affected classification, and then by department, on a non-overtime basis;
- (b) Regular full-time employee within the affected classification, and then by department, on a non-overtime basis;
- (c) Regular employee (part- or full-time) within the affected classification, and then by department, on an overtime basis;
- (d) Regular employee (part- or full-time) who is qualified for the position on an overtime basis.

Section 5. Overtime/Replacing Call-offs. The Employer will establish a Call List whereby qualified employees can indicate their willingness to work additional hours in the event of a call-off or unexpected vacancy. Preference will be given to those employees who are willing to work the balance of the available hours. Such vacancies will be handled in the following manner:

- (a) All persons who are unable to work their regular schedule because of illness or other reasons must call

their supervisor or his/her designee at least one (1) hour (two (2) hours for employees working the second and third shifts) prior to their scheduled shift.

- (b) In the event of a call-off or unexpected vacancy, and if the Employer replaces those vacant hours, the Employer shall fill the available hours by seniority, within the classification, and then the department, in accordance with the following priorities:
 - (i) Offer the available hours to the most senior, unscheduled employee who is identified on the Call List;
 - (ii) Offer the available hours to the most senior employee on-site working at the end of the shift immediately preceding the affected shift;
 - (iii) a) Require the least senior employee on-site working at the end of the shift immediately preceding the affected shift to work the available hours; b) (alternatively, the Employer may require the least senior employee to hold over for up to two (2) additional hours and/or request the least senior employee who is scheduled to work the shift immediately following the affected shift to report to work up to two (2) hours early); and/or c) require the least senior, unscheduled employee to work the remainder of the shift.

Section 6. Except when assigned to on-call status, no employee can be required to work on a guaranteed weekend off; however, no employee can use casual leave days in order to get a scheduled weekend off, unless agreed to by the Administrator or his/her designee.

Section 7. One and one-half (1½) an employee's regular hourly rate will be paid for all hours worked in excess of eight (8) hours in any twenty-four (24) hours (defined as 12:01 a.m. to midnight on any given day), unless the employee volunteers otherwise. One and one-half (1½) the employee's regular hourly rate will be paid for all time worked in excess of forty (40) hours in any one (1) workweek, excluding from such computation all hours worked in excess of eight (8) hours in any twenty-four (24) hour period during that payroll period as above computed, and also excluding the extra hour worked on the third shift caused by the change from daylight savings to standard

time. The pay period shall constitute eighty (80) hours of work in a straight two (2) week period, which will usually be made up of five (5) days of eight (8) hour shifts per day, excluding a one-half (½) hour unpaid lunch period. Employees may leave the premises during their unpaid lunch periods, provided they clock out when leaving the facility and clock back in upon returning to the facility. Employees who remain on premises during their lunch period must also punch the time clock to record their lunch break.

Paid time off shall not be counted as time worked in computing overtime. If an employee is scheduled to work and does work on a paid holiday, the holiday pay under Article 8, Section 2 of this Agreement shall not be used to pyramid the computation of overtime for that workweek. It is understood and agreed that daily and weekly overtime shall not be paid for hours worked for which an employee received time and one-half (1½) because of other provisions of this Agreement.

Section 8. The Center operates generally with three (3) shifts which for the majority of the employees will run from about 6:00 a.m. to 2:30 p.m., 2:00 p.m. to 10:30 p.m., and 10:15 p.m. to 6:45 a.m., but because of the varying needs of the residents and related care opportunities, employees can be expected to have a varying schedule around these hours. An employee is not considered tardy for up to three (3) minutes after the start of their shift. Once ability is established and attained, management will go to the most senior employee with the opportunity to serve the varying needs of the residents.

The employee shall punch in on the time clock no later than the commencement of each shift and shall not punch out before the end of the shift. Nursing assistants are required to report to work prior to the commencement of their shift in order to hear or review a report of the prior shift's activities. The specific reporting time will be determined by the Director of Nursing, from time to time, and such employees will be compensated in accordance with the Fair Labor Standards Act. Employees are only allowed to work overtime upon specific request of their supervisor, in which case, the employee must obtain the supervisor's initials on his or her time card. All employees shall be at their duty stations and available for work between the commencement and the termination of their scheduled shift.

Section 9. Employees assigned to weekend on-call duty will be paid the equivalent of one (1) hour's pay for each such shift of on-call duty. Such employees will be considered on-call for sixty (60) minutes following the start of such shift. CNAs and CMAs shall have

separate on-call lists. Payment for on-call time will be based on the employee's straight time rate, and will not be counted as time worked for purposes of overtime pay calculations. In the event an employee is called in to work during his/her on-call assignment, then the Center need only compensate him/her for actual time worked. The Employer agrees that employees assigned to weekend on-call duty will not be required to report to work when an opening is due to a scheduled short-staffing situation.

Section 10. In filling extra hours, employees cannot be bumped from shifts they have agreed to work, if within 48 hours of the commencement of that shift, seniority of the affected employees notwithstanding.

ARTICLE 6. STATUS OF EMPLOYEES

Section 1. Full-time employees are those normally working forty (40) hours per week in full-time positions, and they shall have full rights to the benefits outlined in this Agreement. For the sole purpose of defining eligibility to participate in the Employer's insurance plan offerings (i.e., health, dental, vision, and life) and flexible spending accounts, "full-time" shall be defined as those employees who work and/or are paid an average of thirty (30) hours per week, or who are on a paid or unpaid leave of absence as defined in Article 11, during the applicable measurement periods authorized under the PPACA. For all other purposes, including eligibility for non-insurance benefits, the definitions of "full-time" and "part-time" as specified in Sections 1 and 2 of Article 6 shall govern.

Section 2. Regular part-time employees are those who regularly work less than forty (40) hours per week in part-time positions.

Section 3. In-house CNA pool employees are those employees who may be called to work any shift with no guarantee of hours, and subject to the additional requirements and compensation package, as outlined in the parties' Letter of Understanding, appended to this Agreement.

Section 4. Seasonal employees are those working for a specified period of time during the months of May 1 through September 30, and they are not entitled to employee benefits under this Agreement and shall not be paid more than the wage rates specified herein.

Section 5. PRN employees are those employees who are not regularly scheduled to work or, if regularly scheduled to work, are not scheduled for more than four (4) shifts per pay period. Such employees shall not be entitled to benefits under this Agreement, with the exception of: (1) vacation leave, which shall accrue and be payable on a pro rata basis; and (2) holiday pay for holidays actually worked, at the rate of 1 ½ times the employee's regular hourly rate. The Employer is free to impose whatever conditions and requirements it deems fit for the PRN position, including minimum hours worked, weekend shifts, and the like. The Employer may continue or discontinue the PRN classification in its discretion, and in the event the Employer decides to discontinue the PRN classification, PRN employees thereby affected may bid into other available bargaining unit positions they are qualified to perform.

Regular full-time and part-time employees who go to PRN status shall continue to accrue seniority for a period of twelve (12) months, after which time their seniority shall be terminated.

Section 6. Each new employee shall be on a probationary status for the first three months of employment. During such period the Center may terminate the employee without cause or the employee may terminate at his own volition without notice. During such period the employee shall not be eligible for employee benefits other than health insurance, as provided in Article 14, Section 2 of this Agreement. Seniority shall be computed from the time they start to work, but the employee shall not be added to the seniority list until after the conclusion of the probationary period.

Section 7. All full-time employees shall be guaranteed forty (40) hours of work or pay for each workweek if the employee reports for work as scheduled and works the scheduled hours as directed; however, this shall not prevent the Center from laying off employees due to reductions in work force, or from reducing hours in lieu of layoff. In effectuating reductions in hours, the Center will first solicit volunteers prior to making any involuntary adjustment in hours. If insufficient volunteers come forward, then the Center may reduce hours based on seniority (Facility, department, building, shift, wing and/or floor, as the case may be). Reductions of hours shall be effective upon twenty-four (24) hours' notice.

Section 8. All regular full-time employees shall be entitled to report-in pay equal to four (4) hours, and all regular part-time employees shall be entitled to report-in pay equal to two (2) hours, all at the employee's regular hourly wage for any shift for which the employee is scheduled to work and reports in for work ready to work

the hours scheduled but the Center does not need his/her to work the scheduled time, unless the Center made due, diligent, and adequate attempts to reach that employee ahead of time by as much as two (2) hours and was unable to reach that employee.

Section 9. Seniority shall be continuous from the time an employee starts to work, subject to the provisions of Section 5 of this Article, and further provided that Departmental seniority shall run from date of transfer into the Department for employees not hired directly into such Department.

Section 10. The Center shall have no responsibility for re-employment of probationary employees if they are discharged or laid off during their first three months of employment.

Section 11. Seniority rights shall prevail by Classification seniority first, Department seniority second, and Center seniority third. Layoffs and recalls shall be made in accordance with Classification seniority where there is more than one bargaining unit classification within the affected Department(s); otherwise, layoffs and recalls shall be made in accordance with Department seniority. Certified Nursing Assistants and Certified Medication Aides shall be considered as constituting one combined classification for seniority purposes, which shall be referred to as "Nursing Department" seniority. It is recognized, however, that there will be separate call-in lists due to the certification requirements necessary to pass medications. In addition, the Employer may give preference to Certified Medication Aides where a medication certification is required for the position in question. When a layoff is necessary in a department where more than one (1) shift is in operation, the Employer shall first lay off agency, PRN and seasonal staff, then the employee with the least amount of classification seniority (where there is more than one bargaining unit classification) or Department seniority shall be laid off based on his/her seniority for the shift on which he/she works. Any employee who has completed his or her probationary period at the time of layoff from his/her Department shall have the right to displace the least senior employee, according to Department seniority, in any department from which the laid off employee previously transferred. Any employee transferring from one department to another shall maintain his/her position on any seniority list he/she was on until termination of his/her employment with the Center. Transfers in lieu of layoff from departments shall be made on the basis of Department seniority rights in all former departments in which the employee has maintained such rights. Such transfer in lieu of layoff shall not necessarily entitle an employee to the previous job on which the employee worked in his/her previous department. In any event, an

employee transferred in lieu of layoff must qualify on the job within a reasonable time or accept the layoff, at which time the least senior in the affected department shall be recalled. The transfer in lieu of layoff provisions herein shall not apply to jobs where special skills, training, or abilities are required.

In all of the comments above and below regarding seniority, it is understood that the seniority rights shall prevail only where the abilities are relatively equal. In cases where a less senior person is better able to take care of the resident, then ability shall prevail.

Section 11(a). Recalls shall be made on the basis of the last laid off being recalled first, notification to be by certified mail letter mailed at least five (5) days prior to requested report time. Recalled employees who refuse to return to work to the same type of employment (full-time or part-time) on the basis of their seniority within forty-eight (48) hours of the recall report time shall be considered as having quit and their employment shall be terminated. Seniority of employees on layoff status shall continue to accumulate for a period not to exceed eighteen (18) months. If an employee is not recalled by the end of eighteen (18) months from time of layoff, he/she shall be deemed terminated. Employees on layoff status shall not accumulate sick leave credit, casual leave time, vacation, or other such credit for the period of time they are on layoff.

Section 12. When two (2) or more employees have the same seniority, the day and month of birth closest to January 1, within the calendar year, shall be deemed the more senior.

Section 13. All job openings created by terminations, expansion of work force, new bargaining unit positions, or reduction of work force shall be posted for signing on a bulletin board for a period of forty-eight (48) hours. The Employer shall include the time and date the posting is posted and taken down. Employees who sign the posting shall include the date and time they signed the posting. Postings made by Management on Friday will remain posted through noon on the following Tuesday. The first job opening created by the winning of a posting shall likewise be posted for forty-eight (48) hours. The next two (2) job openings created by winning of the immediately preceding posting shall be posted for periods of twenty-four (24) hours each. Any subsequent job opening caused by winning the immediately preceding posting need not be posted by the Center but may be filled by new hiring. Jobs shall be described by home and shift in the nursing department and by classification in the dietary department. Any employee may apply for the open job, and those who apply during the posting period shall be given the opportunity of

filling the job according to Classification seniority first, then by Departmental seniority. If there are no postings by employees within the department, the job shall be filled according to Center seniority from postings from other departments, subject to the employee qualifying for the job. If the person winning the posting refuses the job, the next most senior employee on the list shall be offered the job without reposting.

Section 13(a). Job openings will be placed on some unique and distinctive colored paper which will be consistently used on the present bulletin boards but they will always be at one particular place and location to be decided by Management. All job openings will be posted in each building.

Section 14. If an employee has transferred between departments or between classifications in any department, and if such employee is not capable of performing the job satisfactorily within a period of ten (10) accumulated working days on the job, he/she shall be returned to his/her previous job; provided, however, that the Center may extend such period by an additional ten (10) working days when necessary to further evaluate such employee. If such an employee changes his/her mind about accepting such a posted job within a period of five (5) accumulated working days on such job, he/she may return to his/her previous job. In either case, the next most senior employee who signed the posting list shall be offered the job without reposting. Only two (2) such changes are permitted from department to department (or three (3) within the same department or shift) per year.

ARTICLE 7. GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. A grievance is defined to be a difference between the Center and the Union as to the meaning and application of this Agreement. Either the Center or the Union has the right to raise a grievance.

Section 2. In the event of a difference as provided above in Section 1, an earnest effort shall be made to settle such difference by use of the following procedures:

Step 1. The employee or the employee and steward together shall discuss his/her grievance with his/her immediate supervisor. The grievance shall be introduced in the first step within five (5) calendar days after the occurrence was known or

should have been known, and the employee and/or steward shall make clear to the supervisor that he or she is thereby initiating the contractual grievance procedure.

Step 2. If the employee or the Union is not satisfied at Step 1, the grievance shall be set forth in writing within five (5) working days following the discussion referenced in Step 1. All related and pertinent facts shall be stated in the written grievance, dated, signed, and given to the employee's department director, who shall investigate the matter and provide a written response within five (5) working days of its presentation to him/her.

Step 3. If the grievance is not settled at Step 2, the grievance may then be presented to the Administrator or his/her designated representative, within five (5) working days of the department director's Step 2 response. The Administrator shall investigate and, within five (5) working days of presentation to him/her, provide a written response to the grievance.

Step 4. If the grievance is not resolved in Step 3, the Union may, within thirty (30) calendar days of receipt of the written answer in the Third Step, request arbitration of such grievance. Failure to so request within such period shall cause the written answer in Step 3 to become the settlement of the grievance. After request for arbitration is made, the parties hereto will endeavor to select an arbitrator by mutual agreement. If no such agreement can be reached within a reasonable time, the arbitrator shall be selected by application to the Federal Mediation and Conciliation Service. The arbitrator shall have authority only to interpret the provisions of this Agreement, and shall not add to, subtract from, or amend any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon both parties. The expenses of the arbitrator shall be borne equally by the Center and the Union.

Section 3. At any step in this grievance procedure, the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty, or dispute further if, in the judgment of the Executive Board, such grievance or dispute lacks merit or lacks justification under the terms of this Agreement or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Executive Board.

Section 4. No steward may be absent from his/her work except for the purpose of handling grievances provided for in this Agreement, and then only if prior to leaving work he/she secures from his/her immediate supervisor permission for such absence, which permission shall not be unreasonably denied.

Section 5. Employees and Chief Stewards, or in their absence their designees, shall be paid their regular hourly rate for time spent in Steps 1, 2, and 3, of the grievance procedure. Time spent by employees and stewards in Step 4 shall not be paid.

Section 6. Failure of the Center to respond within the allotted time limits at any step of the grievance procedure shall be deemed an automatic denial of the grievance at that Step. The time limits contained in Article 7 may only be extended by mutual agreement of the parties.

ARTICLE 8. HOLIDAYS

Section 1. All regular, full-time employees who have completed their probationary period, and who work their scheduled shifts immediately preceding and immediately following the holiday, will be paid eight (8) hours' holiday pay for the following holidays:

Christmas Day	July 4th
Easter	Thanksgiving Day

Section 2. Holiday pay for regular, part-time employees who have completed their probationary period, and who work their scheduled shifts immediately preceding and immediately following the holiday, will be pro-rated on the basis of the last two (2) pay periods preceding the pay period in which the holiday falls for the holidays listed in Section 1 above.

Section 3. One and one-half (1½) times an employee's regular hourly rate will be paid to all employees for time actually worked on the following holidays:

New Year's Day	July 4th
Easter	Labor Day
Christmas Day	Thanksgiving Day
Memorial Day	The employee's birthday*

*Employees may exchange their birthday for Martin Luther King Day, upon written request submitted thirty (30) days in advance of Martin Luther King Day.

Section 4. Regular full-time employees who are eligible for holiday pay under Section 1 above, and who perform work on the following holidays, shall receive a total of two and one-half (2½) times their regular hourly rate for all hours actually worked. Regular, part-time employees who are eligible for holiday pay under Section 2 above, and who perform work on the following holidays, shall receive two and one-half (2½) times their regular hourly rate for the pro-rated portion of their holiday pay, as provided in Section 2 above, and one and one-half (1½) times their regular hourly rate for all additional hours worked beyond the pro-rated portion:

Christmas Day
Easter

July 4th
Thanksgiving Day

Section 5. If an employee's birthday falls on a holiday worked, then he or she shall be entitled to a replacement holiday off with pay at his or his/her regular rate of pay, or wages equal to two and one half (2½) times the employee's regular hourly rate for all hours actually worked. This section does not apply to those employees who have exchanged their birthday for Martin Luther King Day, as provided in Section 3.

Section 6. All holiday pay shall be paid at the next regular payroll date after such holiday.

Section 7. The holiday for the third shift will be the day in which the greater part of the shift falls.

Section 8. During those weeks when the Activities Department is closed due to a contractual holiday, affected employees in the Activities Department may pick up extra hours, work evenings, and/or work the holiday so as to avoid a loss of income provided such employees notify their supervisor or his/her designee prior to the posting of the Activities Calendar for that month.

ARTICLE 9. VACATIONS

Vacations will be allotted at any time during the year, except in the Nursing Department, it will be rare occasions between December 24th and January 2nd.

Section 1. Annual vacations with pay shall be granted full-time employees and regular part-time employees as compensation for services rendered. Such vacations will be granted after one (1) year of employment and may be taken at such time as approved by the employee's department supervisor and the Administrator. All vacation requests for the upcoming calendar year should be submitted in writing to the Employer between November 15 and December 31 of the immediately preceding year ("Request Window"). If more than one employee requests the same or overlapping vacation dates within the Request Window, the available vacation time will be granted according to seniority by giving preference to the most senior employee requesting such time. The employees may submit vacation requests outside of the Request Window. However, all non-window requests shall be considered on a first-come, first-served basis without regard to seniority. All non-window vacation requests must be submitted in writing not less than thirty (30) days prior to the requested start of the vacation, unless otherwise authorized by the employee's department supervisor and the Administrator, or as otherwise required by the Family and Medical Leave Act (FMLA). Vacations shall be taken in increments of not less than one (1) day's duration, or as otherwise required by the FMLA. Vacations will be allotted at any time during the year, except where several employees request the same vacation time off and such time off would, in the opinion of the Administrator, jeopardize the service of the Center.

Once an employee's request for vacation between May through September has been approved, they shall be locked in on that vacation and shall not change the dates unless they can get someone else to voluntarily agree to swap vacation time with them and get their supervisor's written authorization for the change. The Center will work with and try to help those employees who have difficulty in planning their vacation.

Section 2. Annual vacations with pay shall be granted as follows:

Less than one year	0
After one year	One week
After two years	Two weeks
After seven years	Three weeks
Thirteen years and over	Four weeks

Section 3. Eligibility for vacations shall be computed as of the anniversary date of starting to work. Vacation pay shall be paid at the employee's hourly rate as of the date of the commencement of

vacation. The number of hours for a week of vacation shall be computed by taking the number of hours actually worked during the twelve (12) calendar months immediately preceding the last anniversary date of starting to work and dividing such number of hours by fifty-two (52). Any paid vacation during the computation twelve (12) calendar months (anniversary date of starting to work to next anniversary date of starting to work) shall be counted as hours actually worked for the purposes of computing vacation pay.

Section 4. Vacations are not cumulative and must be taken within the twelve (12) calendar months following the anniversary date of hiring used in computing years of continuous service. Employees desirous of receiving vacation pay in advance must request such pay at least thirty (30) days prior to the start of the pay period preceding the employee's scheduled start of vacation.

Section 5. Earned, but unused, vacation will be paid to employees upon termination of employment. After one (1) year of employment, accrued, but unearned, vacation will be paid in addition to earned vacation time, provided proper notice is given (i.e., a minimum of two (2) weeks' written notice) and the employee terminates employment in good standing (i.e., is not being terminated for "cause").

ARTICLE 10. SICK LEAVE AND CASUAL DAYS

Section 1. Sick Leave:

a. During the first six (6) months of employment, eligible full- and part-time employees shall accrue sick leave based on actual hours paid, not to exceed eighty (80) hours in a pay period. After six (6) months' employment, eligible full- and part-time employees may use their accumulated sick leave for absence due to sickness.

b. For purposes of this Article, eligible full-time employees are defined as those employees who are classified as full-time during the preceding six (6) month period. Sick leave for such full-time employees shall accumulate at the rate of .0154 for each hour paid, not to exceed eighty (80) hours in a pay period. For purposes of this Article, eligible part-time employees are defined as those employees who are classified as part-time and who are paid a minimum average of forty-four (44) hours per bi-weekly pay period during the preceding six (6) month period. Sick leave for such part-time employees shall accumulate at the rate of .0077 for each hour paid, not to exceed

eighty (80) hours in a pay period. Eligible part-time employees shall start accruing sick leave beginning with the payroll period starting on July 12, 2009.

Section 2. Casual Days:

a. After one (1) year of service, each full-time employee shall also be entitled to be paid for up to a maximum of two (2) days absence for casual reasons in any one twelve (12) month period, provided that the employee gives not less than two (2) weeks' notice to his/her immediate supervisor of the casual day or days he/she wishes to be absent. In the event two (2) or more employees on the same shift request the same casual day, the Center shall grant such day to the most senior employee so requesting and may deny such casual day to the junior employee.

b. After one (1) year of service, each part-time employee who has worked a minimum average of forty-four (44) hours per bi-weekly pay period during the preceding twelve (12) months shall be entitled to two (2) casual days, subject to the foregoing notice requirements.

Section 3. Unused sick leave and casual days will be allowed to accumulate and be used from year to year to a maximum of 288 hours (thirty-six (36) days). An employee who separates with proper notice (i.e., a minimum of two weeks' written notice) and in good standing (i.e., is not terminated for "cause") will be paid in full for unused casual days earned during the anniversary year of the employee's separation, and one-half ($\frac{1}{2}$) of his/her then current rate of pay for days he/she has accumulated during his/her employment with the Center. Casual days will be paid in full if the days have accumulated because the Center denied the use of the days off when requested in writing by the employee. In addition, employees may elect to "cash in" their casual days, but only during the year in which they are earned.

Where vacation schedules conflict with requested casual days off, vacation schedules shall take priority.

Section 4. Absences due to illness or otherwise are subject to verification on request of the Administrator or his/her designated representative. Verification will be sought when the Center believes the employee is abusing sick leave privileges or the Center reasonably fears a danger to the residents from a contagious type

illness. If there is a question and an examination is necessary, the Center will pay for any such examination required.

Section 5. If employees are absent due to illness or injury for twelve (12) out of thirteen (13) consecutive months, their employment shall be deemed terminated. However, the Center reserves the right to make exceptions to this rule in favor of the employee.

ARTICLE 11. LEAVES OF ABSENCE

Section 1. GENERAL LEAVE OF ABSENCE: All employees may be eligible for certain unpaid leaves for educational, personal, or medical reasons not otherwise covered under the Family and Medical Leave policy below. Appropriate documentation will be provided by the employee for each type of leave, including anticipated leave and return dates. A person accepting other employment during leave shall be considered to have voluntarily resigned. The approval of an unpaid leave does not guarantee the employee granted such leave restoration to the position and/or shift which was held prior to the leave, except when required by law, or as otherwise provided in this Agreement. Such general leaves of absence may not exceed a total of thirteen (13) weeks in duration within any rolling twelve (12) month period, except as otherwise required by law. Eligibility to participate in the Employer's insurance plan offerings (i.e., health, dental, vision, and life) and flexible spending account benefits will not be adversely affected by absences of up to thirteen (13) weeks in duration if the employee's absence is due to FMLA leave, General Leave, Military Leave, Jury Duty Leave, Short-Term Disability Leave, or Workers' Compensation Leave.

Section 2. FAMILY AND MEDICAL LEAVE:

- (a) All regular employees who have completed at least one (1) year of employment and who have worked a minimum of 1250 hours during the preceding year, will be eligible for an unpaid leave of absence up to twelve (12) calendar weeks in a rolling twelve (12) month period for the birth, adoption or placement of a child in foster care; the employee's own serious health condition; for a serious health condition involving an employee's parents, spouse or children; or any qualifying exigency leave for the spouse, child, or parent of the employee on active duty in the National Guard or Reserves. An

eligible employee who is the spouse, child, parent, or next of kin of a covered service member shall be eligible for up to a total of 26 workweeks of leave during a 12-month period to care for the injured servicemember. An employee may elect to use accumulated sick leave (where applicable) only under circumstances involving the employee's own serious health condition. An employee may elect to use accumulated vacation and personal leave (i.e., casual days, where applicable) for any qualifying condition under the Family and Medical Leave Act. Leave requests must be submitted to the Administrator in writing as soon as possible so that necessary staffing arrangements can be made. Medical certification from a physician or other health care provider must accompany all medical leave requests. Medical certification shall include the nature of disability, expected duration of the disability, and statement of the employee's ability to continue working (performing his/her assigned duties) up to the time the leave begins. In those cases involving an employee's request for leave to care for a parent, spouse or child with a serious health condition, the employee must identify the relationship involved, the nature of the disability, expected duration of the leave, and a statement from a physician or other health care provider attesting to the need for the employee's presence. Failure to provide the requested certification within fifteen (15) days of the Employer's request may result in denial of the leave request or termination of employment, absent circumstances beyond the employee's control. Upon return from leave provided in this subsection, employees will be restored to their former position or to an equivalent one.

- (b) When possible, at least two (2) weeks prior to return from all medical leaves, the employee shall furnish upon request medical certification stating the medical condition, ability to resume duties, any physical or mental limitations, and the date the employee may return to his/her duties. An employee who fails to notify the facility of his/her availability or fails to report to work on the first scheduled shift will be considered to have voluntarily resigned.
- (c) It is the employee's responsibility to provide all the necessary requests and certifications associated with disability leaves.

- (d) An employee who is on family and medical leave will not receive holiday benefits; nor, will personal leave or vacation benefits accrue.
- (e) Except as otherwise addressed herein, the provisions of the Employer's Employee Handbook, as it may be amended from time to time, shall govern all policies and procedures applicable to leaves of absence taken pursuant to the Family and Medical Leave Act.

Section 3. MEDICAL LEAVE: Regular employees who have at least six (6) months' seniority shall be entitled to a leave of absence for up to twelve (12) weeks when such absence is due to medical necessity involving that employee's own health condition. In such circumstances, the employee's job will be held open for him or her for up to twelve (12) weeks, provided such employee produces medical documentation verifying the need for the leave of absence. Thereafter, and for a period not to exceed six (6) months from the commencement of such leave, the employee will be eligible for reinstatement to any available opening he or she is qualified to perform.

Section 4. Emergency leaves of absence of up to three (3) days with pay may be granted to full-time and regular part-time employees after the probationary period in case of death or critical illness in the employee's immediate family, defined as death or critical illness of the employee's father, mother, grandfather, grandmother, current step-parents, father-in-law, mother-in-law, brother, sister, wife, husband, significant other (defined as living together in an espoused relationship for three (3) or more years), son, daughter, step-child, or grandchild, providing the employee does go to the person critically ill or the funeral of the deceased family member. Emergency leaves of absence of one (1) day with pay, may be granted to full-time and regular part-time employees after the probationary period in case of death or critical illness of other members of the employee's immediate family, defined as any step-parent, any step-sibling, sister-in-law, brother-in-law, son-in-law, daughter-in-law, providing the employee does go to the person critically ill or the funeral of the deceased family member. The Center may require, at the option of the Administrator, a doctor's certification of the critical illness or death claimed as well as proof of attendance as the basis of such emergency leave with pay. An additional leave without pay beyond the applicable paid leave time may be granted, depending upon individual circumstances, upon application to the Administrator.

Section 5. The Center agrees to grant the necessary leaves of absence without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity in other official Union business; provided, however, three (3) working days' notice in writing shall be given to the Center by the Business Agent of the Local of any designation before departure from work of any such employee. The above shall be limited to the extent that the total time allowed off shall not exceed three (3) weeks or fifteen (15) days or one hundred twenty (120) hours per calendar year.

At no time shall more than four (4) people be allowed time off from work for negotiations, and then only when adequate notice is provided the Administrator by the Union.

Section 6. As provided by the United States government, an employee entering the military service of the United States shall have all of their seniority and other guaranteed rights reinstated and/or continued in accordance with the provisions of the Uniform Services Employment and Reemployment Rights Act of 1994.

ARTICLE 12. MISCELLANEOUS PROVISIONS

Section 1. There shall be one (1) ten (10) minute rest period in the first four (4) hours of work and one (1) ten (10) minute rest period during the second four (4) hours of work, to be scheduled by the supervisor. The Center shall provide free coffee for employees on such rest breaks. Employees who work less than six (6) hours on any one (1) shift shall be entitled to only one (1) such rest break, to be scheduled by the supervisor.

Section 2. Physical examinations required by state law for all employees shall be provided by the Center. In the event employees choose to be examined by their personal physician, then, upon presentation of a properly filled out physical report form signed by the employee's doctor, the Center shall pay to the employee the amount of money paid by the Center per physical. Any difference in the amount paid by the Center and the remaining charges of the employee's physician shall be assumed by the employee.

Section 3. The Business Representative of the Union may request of the Administrator to visit the premises of the Center during any shift schedule after first notifying the Administrator of the time and purpose of such visit. Such permission will not be unreasonably withheld where these conditions are met.

Section 4. Courses of instruction to qualify for different departmental employment or different jobs within a department and offered by the Center shall be open to all employees who have completed their probationary period.

All employees will attend, or arrange with management a suitable time to make up, all in-service programs which are required by the State.

Section 5. The Center shall provide Union bulletin boards for Union messages, labeled as such, at least two (2) feet by three (3) feet in size, and one (1) in each home, near the time clock in the employees' lounge area.

Section 6. Employees covered by this Agreement who are summoned to court to serve as jurors during scheduled working hours or during a day in which they are scheduled to work will be allowed to leave from work and will be paid the difference between their hourly rate for eight (8) hours and their pay as a juror for each day they are required to attend court. To qualify for such benefits, employees must notify their immediate supervisor at least one (1) week before the time they are scheduled to serve as such juror. In order to qualify for the pay allowance as above stated, employees must submit to the Center an official court certificate stating which days they served as jurors or reported for duty as a juror and the amount received for such services.

Section 7. Instruction and orientation will be the responsibility of management. As new techniques are developed, instruction will be provided. After employees have received the required instruction, they will be expected to maintain the acceptable proficiency of the job classification. Subject to the Center's review, the Union may develop a packet of educational information for distribution by the Center to new employees during new employee orientation. A Union representative and/or a Union Steward may attend new employee orientation briefly (i.e., no more than five (5) minutes) in order to introduce themselves to the new employee.

Section 8. The Center recognizes the communications necessary between the Stewards and the Chief Steward. To facilitate those communications, it is agreed that when necessary, after notifying their immediate supervisor, the Stewards may spend up to ten (10) minutes per day in discussion with the Chief Steward. It shall be necessary for the Chief Steward to notify his/her immediate supervisor with regard to such discussions. No such meeting shall disrupt necessary resident care.

Section 9. The Center hereby agrees to provide an up-to-date list of all employees in the bargaining unit (with current address) in writing to the Union business office every three (3) months, i.e., during the first week of April, July, October, and January.

Section 10. The Center shall provide a designated exterior smoking area.

Section 11. The Center will provide one (1) gait belt to each nursing assistant, which shall be marked for proper identification. In the event the gait belt is subsequently lost or misplaced, it shall be the responsibility of the nursing assistant to obtain a suitable replacement at his or his/her expense. The Center will provide replacement belts in the case of defect or normal wear and tear, provided the nursing assistant produces the defective or worn belt.

Section 12. In cases of attendance violations, the Center agrees to impose any resulting disciplinary action within fifteen (15) calendar days of the occurrence of the incident in question; provided, the employee in question has not sought to conceal or misrepresent the incident or the reasons therefore.

ARTICLE 13. UNION DUES AND DEDUCTIONS AND CHECKOFF

During the term of this Agreement, the Center will deduct from each paycheck the uniformly required Union and COPE dues (and initiation fee, if applicable), assessments and death benefit payments, and any Credit Union deposits of each employee for whom there is on file with the Center a lawful voluntary signed checkoff authorization. The amounts so deducted shall be forwarded, not later than five (5) days after the date of the last paycheck in each month, to the Financial Secretary of Local Union No. 431, together with a list of names (and amounts) for whom deductions have been made.

The Union shall indemnify, defend and save the Center harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken by the Center in administering the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

If and when there should be a change in the Iowa law permitting a Union shop, Agency shop, fair share, or any other forms of Union security adopted by the State of Iowa, the parties agree to

“meet and confer” regarding the impact of such changes the week following the effective date of such legislation.

ARTICLE 14. INSURANCE AND SAVINGS PROGRAM

Section 1. The Employer shall provide all employees who work on average of thirty (30) hours per week with life and accidental death term insurance at no cost to the employee of a minimum value of the employee's annual salary up to a maximum of fifty thousand dollars (\$50,000.00).

Section 2. The Center shall provide all eligible employees with medical insurance. The Employer agrees to contribute toward the cost of the monthly premium for eligible employee for the term of this Agreement. Employees who have been employed for 60 calendar days and average a minimum of thirty (30) hours per week, and those Variable Hour employees whose hours, meet the service threshold in the standard measurement period, are eligible to participate in the Ev. Lutheran Good Samaritan Society Group Insurance Plans, as they may be amended from time to time. Once an employee has qualified and enrolled in such group plan, he or she must continue to meet the eligibility requirements as specified under the PPACA. Life and health/dental insurance will be effective on the first day of the month following the employee's requalification for eligibility. Employees covered by such plan shall be offered the opportunity to participate in dependency coverage. The Center shall also offer a dental insurance plan in which eligible employees may elect to participate at their own expense.

Section 3. During the term of this Agreement, the Center shall retain the right to change insurance plans, carriers, and/or insurance coverages offered to eligible employees; provided, however, the Center shall continue to make contributions on behalf of eligible employees for the term of this Agreement; and, provided further, that the Center shall first offer the Union an opportunity to meet and confer prior to making any such changes. In addition, either party may re-open this Agreement for "insurance only" negotiations in the event of anticipated changes that would reduce the Center's minimum monthly premium contribution below the contractual minimum referenced above and/or in the event of federal or state legislative reform resulting in the creation of a public health insurance program and/or other alternative program(s) impacting existing employer-funded health insurance plans. The parties acknowledge that the Patient Protection and Affordable Care Act of 2010, as amended (“PPACA”), impose a number of requirements and penalties

related to healthcare plans and sponsors. Because the PPACA regulations are not yet issued, and many questions remain with respect to eligibility, coverage, penalties and exchange rules, the parties agree that either party may re-open negotiations for matters covered under the Agreement that may be impacted by the PPACA regulations any time during the term of this Agreement. Should either party decide to re-open negotiations, it will provide the other party thirty (30) days prior written notice.

Section 4. Eligible employees may elect to participate in The Evangelical Lutheran Good Samaritan Society's non-contributory § 403(B) Savings Plan, as it may be amended from time to time in the sole discretion of the Plan's trustees.

ARTICLE 15. COMPENSATION

Section 1. All raises and benefits payable under this contract will be calculated and coincide with regular pay periods. Where seniority or eligibility dates fall within a current pay period, they shall be deemed as payable and paid on the next full pay period.

Section 2. For purposes of determining starting rates of pay, the Center may credit 100% of an employee's prior work experience, up to a maximum of twelve months. Employees receiving the maximum credit of twelve (12) months shall receive their future wage increases in accordance with the contract anniversary date increases specified in Section 3 below.

Section 3. The following minimum wage standards in the following employment classifications will be in force during the term of this contract; provided, however, the Center reserves the right to increase the minimum wage standards for any employment classification without negotiating with the Union prior to such wage increase. Written notice of any such increase shall be provided to the Union.

Effective January 1, 2018, the following minimum wage standards in the following employment classifications will be in force.

**CERTIFIED
NURSING ASSISTANTS**

RATE OF PAY

Start \$ 12.50 per hour
\$ 11.75 per hour (Uncertified)

COOKS

RATE OF PAY

Start \$ 11.50 per hour

OTHER EMPLOYEES

RATE OF PAY

Start \$ 10.30 per hour

These rates shall not include the second and third shift premiums, but shall include all other payments, such as uniform allowance.

Effective the first full payroll period beginning after June 1, 2018, all non-probationary bargaining unit employees will receive a longevity-based wage increase in accordance with the following schedule (an employee's years of service will be determined as of June 1, 2018):

<u>Length of Service</u>	<u>Wage Increase</u>
Employees with less than 1 year*	\$.25 per hour
Employees with 1 year, but less than 5 years	\$.30 per hour
Employees with 5 or more years	\$.35 per hour

*Probationary employees will receive the twenty-five cents (\$.25) per hour wage adjustment at the end of their probationary period.

Effective January 1, 2019, the following minimum wage standards in the following employment classifications will be in force.

**CERTIFIED
NURSING ASSISTANTS**

RATE OF PAY

Start \$ 12.65 per hour
\$ 11.90 per hour (Uncertified)

COOKS

RATE OF PAY

Start \$ 11.65 per hour

OTHER EMPLOYEES **RATE OF PAY**

Start \$ 10.45 per hour

All non-probationary bargaining unit employees will receive a thirty cent (\$.30) per hour wage increase on the first payroll period beginning after January 1, 2019.

Effective January 1, 2020, the following minimum wage standards in the following employment classifications will be in force.

CERTIFIED
NURSING ASSISTANTS **RATE OF PAY**

Start \$ 12.80 per hour
\$ 12.05 per hour (Uncertified)

COOKS **RATE OF PAY**

Start \$11.80 per hour

OTHER EMPLOYEES **RATE OF PAY**

Start \$ 10.60 per hour

All non-probationary bargaining unit employees will receive a thirty cent (\$.30) per hour wage increase on the first payroll period beginning after January 1, 2020.

The parties agree to a "wages plus 1 Non-Economic Item" re-opener in order to determine wage increases for the fourth year of this Agreement, and any agreed-upon increases will become effective the first full pay period beginning after January 1, 2021.

The parties agree to a wage re-opener in order to determine wage increases for the fifth year of this Agreement, and any agreed-upon increases will become effective the first full pay period beginning after January 1, 2022.

Section 4. Those employees who terminate their employment with the Employer in good standing and with proper notice, and who have fifteen (15) or more years' seniority as of May 31, 2005, shall be entitled to a "longevity bonus" in the amount of One Thousand and NO/100 (\$1,000.00) Dollars.

Section 5. In the event the minimum wage as established by law exceeds the lowest hourly wage paid by the Center, said lowest hourly rate shall be raised to meet the minimum wage established by law.

Section 6. All nursing employees scheduled to work the third shift shall receive a shift differential of thirty cents (\$.30) per hour more than the above-stated wages. All nursing employees scheduled to work the second shift shall receive a shift differential of thirty-five cents (\$.35) per hour more than the above-stated wages. In addition, all laundry employees working the 3:00 p.m. to 11:00 p.m., the 3:00 a.m. to 11:30 a.m., and the 12:00 a.m. to 8:30 a.m. shifts, and all dietary employees working the 11:00 a.m. to 7:30 p.m., 4:00 p.m. to 7:30 p.m., or 4:30 p.m. to 7:30 p.m. shifts, shall receive a shift differential of twenty cents (\$.20) per hour for all hours worked during such shifts.

Section 7. Nursing, Housekeeping and Dietary Department employees elected for participation as instructors in the Center's training program shall receive an additional fifty cents (\$.50) per hour for all hours worked. Employees who perform training duties in place of the certified instructors shall receive an additional fifty cents (\$.50) per hour for all hours spent in actual training of other staff.

Section 8. CNA Extenders shall be compensated in accordance with those rates of pay specified in the "Other Employees" classification.

Section 9. Certified Medication Aides shall receive an additional sixty-five cents (\$.65) per hour above the applicable rate for Nursing Assistants.

Section 10. Activity Aides shall receive an additional thirty-five cents (\$.35) per hour above the applicable rate for the "Other Employees" classification, unless also a CNA in good standing, in which event, the premium rate shall be fifty cents (\$.50) per hour above the applicable rate for the "other employees" classification. Activity Aides who, upon request of the Center, complete a state-approved Activities certification will receive an additional twenty-five cents (\$.25) per hour for all hours worked.

Section 11. Regular full-time and part-time employees who agree to work an unscheduled weekend shift (excluding employees assigned to weekend on-call duty) shall receive an additional twenty-five cents (\$.25) per hour for all hours actually worked during all such unscheduled weekend shifts. For the purposes of this Section,

"unscheduled weekend shift" shall be defined to include those unscheduled shifts worked between the beginning of the third shift on Friday and the ending of the second shift on Sunday. The parties agree that the Employer may develop an alternative weekend incentive package during the term of this Agreement, and in that event, the parties agree to negotiate over the terms of any such alternative incentive as a replacement for the existing twenty-five cents (\$.25) per hour premium.

ARTICLE 16. PAY PERIODS - PAY DAY

Section 1. Pay periods shall end at the close of the second shift every other Saturday night.

Section 2. Pay will be deposited electronically in employees' designated accounts via direct deposit or pay cards.

Section 3. Only authorized supervisory personnel will be permitted to handle other employees' time cards. Unauthorized handling of time cards, including punching or writing on another employee's time card, may result in disciplinary action or possible discharge.

Section 4. When an employee is working overtime or a split shift on the last day of the pay period, it will be the employee's responsibility to call this fact to the attention of his/her supervisor so that special attention is given to insure the time card will be properly turned in.

ARTICLE 17. PENSION PLAN

Effective July 1, 2005, employees shall be covered under the existing Evangelical Lutheran Good Samaritan Society pension plan covering non-executive employees, as it may be amended from time to time, in the sole discretion of the plan's trustees (provided, however, the same plan shall apply to all employees of the Employer). The Union shall be provided a copy of the Summary Plan Description provided to employees and the names of all eligible bargaining unit participants.

**ARTICLE 18.
TERM OF CONTRACT**

This Agreement shall be effective as of January 1, 2018, and remain in full force and effect until December 31, 2022, and thereafter shall be automatically renewed from year to year under the same terms and conditions; provided, however, either the Center or the Union may terminate this Agreement by written notice to the other not less than ninety (90) days prior to the date of expiration of the Agreement or annual renewal.

This Agreement may be reopened for "Wages Plus One Non-Economic Item" negotiations during the fourth year of this Agreement; the Agreement may be reopened for "Wages Only" negotiations during the final year of this Agreement. Either the Center or the Union may reopen the Agreement by written notice to the other not less than ninety (90) days prior to the fourth and/or fifth anniversary dates of this Agreement.

**ARTICLE 19.
SCOPE OF AGREEMENT**

Section 1. This Agreement constitutes the entire agreement between the parties and concludes all collective bargaining negotiations for its duration, except as above specifically stated. The provisions of this Agreement supersede all prior agreements, written or oral and expressed or implied, between the parties and all prior pay rates, wages, hours of work, and other conditions of employment heretofore in effect with respect to employees in the bargaining unit.

Section 2. This Agreement will not be modified or changed except by mutual consent of the Center and Union, reduced to writing and made a supplement to this Agreement.

Section 3. It is the belief of the parties hereto that all clauses and provisions of this Agreement are lawful. If, however, any portion of this Agreement is determined by the courts or proper governmental agency to be in contravention or violation of any State or Federal law, such decision shall not invalidate the entire Agreement, it being the express intention of the parties that the remainder of this Agreement shall remain in full force and effect.

GOOD SAMARITAN SOCIETY—
DAVENPORT

BY: [Signature]
attorney

LOCAL UNION NO. 431 OF
THE UNITED FOOD &
COMMERCIAL WORKERS

BY: [Signature]
Stu

Jennie Stone
Bhawana Quinn

**LETTER OF UNDERSTANDING
(IN-HOUSE CNA POOL)**

GOOD SAMARITAN SOCIETY--DAVENPORT (the "Employer") and DISTRICT LOCAL 431 OF THE HEALTH CARE EMPLOYEES DIVISION, UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION (the "Union"), parties to a Collective Bargaining Agreement (the "Agreement") in effect from January 1, 2018 through December 31, 2022, have reached the following understandings and agreements which shall be deemed controlling in the event of a disagreement or dispute over the applicable provisions of any section of the Agreement addressed herein:

The parties agree that the Employer may establish an in-house CNA pool, subject to the following guidelines:

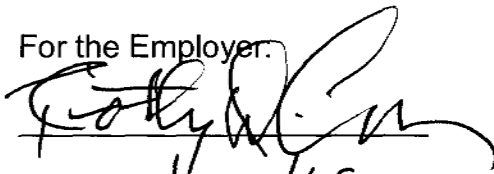
- SCHEDULING. The in-house CNA pool staff may be called to work any shift. There will be no guarantee of hours. They will be required to work two weekend shifts per month. Failure to work two weekend shifts per month for any two months in a calendar year may result in dismissal from the pool for a period of up to six (6) months.
- HOLIDAYS. The in-house CNA pool staff will be required to work two holiday shifts per year. One of the two holidays must include Thanksgiving, Christmas, or New Year's. The second holiday must include Easter, Memorial Day, Independence Day, or Labor Day. Pool staff working on a contractual holiday will receive 1½ times their regular rate of pay for all holiday hours actually worked.
- ORIENTATION. Pool staff will be oriented to each building and must take the 2-hour Dependent Adult Abuse and the 6-hour Alzheimer's education classes. Pool staff will be the first group selected to cover another building due to their orientation and training in all areas. Pool staff may be transferred from one building to another, depending on staffing needs at any given time. Pool staff must also complete all required in-services.
- FILLING OPEN HOURS (NON-OVERTIME). In filling open hours, the Center will normally follow this preference:
 - a. Regular part-time CNAs/CMAs up to 40 hours;
 - b. Regular part-time CNAs/CMAs whose primary function is from another department, up to 40 hours; and

- c. Pool staff up to 40 hours.
- FILLING OPEN HOURS (OVERTIME SITUATIONS). In filling open hours that may result in overtime, the Center will normally follow this preference:
 - a. Regular full-time CNAs/CMAs;
 - b. Regular part-time CNAs/CMAs;
 - c. Other regular department personnel who are CNAs/CMAs; and
 - d. Pool staff.
- BUMPING. Pool staff cannot be bumped from a shift within 48 hours of the commencement of that shift, provided the pool staff member has agreed to work that shift.
- PERFORMANCE STANDARDS. Pool staff will be required to comply with the same attendance and punctuality policies that apply to all other employees of the facility. They will also be required to comply with all facility standards of good conduct. If an in-house pool staff member misses a scheduled week-end shift, they will be required to work within their next two unscheduled weekends to make up for the weekend missed.
- COMPENSATION PACKAGE. While in Orientation/Training/In-Service, in-house CNA pool staff will receive the contractual starting wages as described in Article 15. The initial starting rate of pay for in-house CNA pool staff independently performing resident care following the completion of orientation will be \$1.50 above the applicable CNA rate, and subsequent rate increases will be consistent with the parties' collective bargaining agreement (i.e., in annual amounts consistent with the negotiated increases). Certified Trainers ("CTs") who are selected for the in-house CNA pool will be relieved of all CT duties and will no longer receive the CT differential. In addition, pool staff will be entitled to the following contractual benefits provided they meet the eligibility criteria: vacation; weekend differential (for shifts beyond the minimum of two weekends per month); longevity bonus; longevity wage increases; sick leave; funeral leave; and casual days. Pool staff will not be eligible for shift differential. They will be entitled to overtime compensation

after 40 hours worked per week (i.e., no daily overtime will apply). In-house pool staff unable to perform the full scope of their essential job functions and who are provided temporary modified duty will receive the contractual wage as described in Article 15.

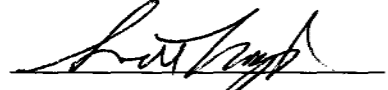
- SELECTION FOR IN-HOUSE CNA POOL. Eligibility for a pool position will be based on prior, demonstrated performance, as well as acceptable attendance.
- NO DUAL POSITIONS. Staff members who opt for the in-house CNA pool position will not be allowed to simultaneously work in another capacity for the Center. Employees who resign from the in-house CNA pool, or who are dismissed for refusing requested shifts, may apply for available openings within the Center. If selected for a regular position with the Center, such employee's compensation will be adjusted to the contractual rate as described in Article 15. In-house pool staff will accrue seniority in the CNA classification.

For the Employer:



Date: 2/15/18

For the Union:



Date: 2-12-18

**LETTER OF UNDERSTANDING
WEEKENDS ONLY POSITION (BAYLOR PLAN)**

GOOD SAMARITAN SOCIETY--DAVENPORT (the "Employer") and DISTRICT LOCAL 431 OF THE HEALTH CARE EMPLOYEES DIVISION, UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION (the "Union"), parties to a Collective Bargaining Agreement in effect from January 1, 2018 through December 31, 2022, have reached the following understandings and agreements regarding the implementation of a "weekends only" position, which shall be deemed controlling in the event of a disagreement or dispute over the applicable provisions of any section of the Collective Bargaining Agreement addressed herein. Specifically, it is agreed and understood that:

1. This Letter of Understanding is not intended to alter or abrogate the Center's Management Rights, as defined in Article 3 of the parties' Collective Bargaining Agreement. The Employer has the sole right to determine the number of "weekends only" positions it wishes to staff, and the "weekends only" position may be continued or discontinued at the Employer's discretion.
2. The "weekends only" position will consist of two shifts per weekend of varying length to be determined initially and adjusted as deemed necessary by the Employer based on scheduling needs and staffing availability. For purposes of this Letter of Understanding, the weekend will be defined as beginning with the start of the third shift on Friday and ending with the conclusion of the third shift on Sunday.
3. Employees assigned to work the "weekends only" position will be paid their regular base rate including shift differential for all hours actually worked, plus a premium equal to twenty-five percent (25%) of all hours actually worked that weekend (rounded up to the nearest half hour), provided they fulfill their weekend obligation (see ¶15 below).

EXAMPLE:

Saturday: Employee works 10:15 p.m. - 6:45 a.m. with 30 minutes unpaid lunch

Sunday: Employee works 10:15 p.m. - 6:45 a.m. with 30 minutes unpaid lunch

Total Hours Worked = 16 Hours

25% Premium = 4 Hours Extra Pay (Straight-time)

Total Hours Paid = 20 Hours

EXAMPLE:

Saturday: Employee works 10:15 p.m. - 10:15 a.m. with 30 minutes unpaid lunch

Sunday: Employee works 10:15 p.m. - 10:15 a.m. with 30 minutes unpaid lunch

Total Hours Worked = 23 Hours

25% Premium = 6 Hours Extra Pay (Straight-time)

Straight-time Hours Paid = 16 Hours

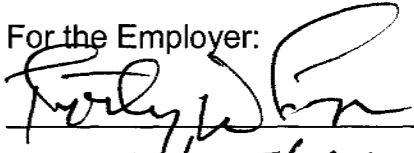
Overtime Hours Paid = 7 Hours

Total Hours Paid = 29 Hours

4. Overtime pay will be paid for hours actually worked, in accordance with Article 5, §7 of the parties' Agreement.
5. In the event an employee fails to satisfy his or her weekend obligation as outlined herein, the employee will only be paid his or her base rate including shift differential, if applicable, for hours actually worked that weekend.
6. In the event an employee holding a "weekends only" position picks up an additional shift or shifts during the week (i.e., Monday-Friday), he/she will be paid for the additional shift(s) per the terms of the parties' Collective Bargaining Agreement.
7. The 25% premium referenced in ¶13 above applies only to designated "weekends only" positions and only those employees regularly assigned to a "weekends only" position are eligible for the 25% premium. Premium hours do not count as hours worked for purposes of establishing and/or maintaining benefit eligibility.
8. Employees assigned to a "weekends only" position will be allowed up to one weekend off every three (3) months, provided the requested weekend off is the weekend with the fewest scheduled hours in that position. Employees requesting a weekend off must give a minimum of thirty (30) days' notice of the requested weekend off.
9. If an employee assigned to a "weekends only" position misses all or part of three (3) weekend shifts in a calendar quarter, he/she will be subject to removal from the "weekends only" position. In addition, any employee assigned to a "weekends only" position who misses all or part of two (2) weekend shifts in a calendar quarter will forfeit his or her right to a weekend off during that calendar quarter.

10. The parties agree that the "hold over" provisions outlined in Article 5, §5(b)(iii) shall only apply to "weekends only" shifts of eight (8) hours or less (excluding the 30-minute meal breaks). In addition, in the event an employee assigned to a "weekends only" position calls off on his or her scheduled weekend shift, the on-call employee replacing that "weekends only" staff member will only be required to work the number of hours equal to the on-call employee's regularly scheduled shift.

For the Employer:



Date: 2/15/18

For the Union:



Date: 2-12-18

**LETTER OF UNDERSTANDING
(IN-HOUSE NURSE AIDE TRAINING)**

GOOD SAMARITAN SOCIETY--DAVENPORT (the "Employer") and DISTRICT LOCAL 431 OF THE HEALTH CARE EMPLOYEES DIVISION, UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION (the "Union"), parties to a Collective Bargaining Agreement (the "Agreement") in effect from January 1, 2018 through December 31, 2022, have reached the following understandings and agreements which shall be deemed controlling in the event of a disagreement or dispute over the applicable provisions of any section of the Agreement addressed herein:

The parties agree that the Employer may establish an on-site training program designed to increase the number of Certified Nursing Assistants (CNAs) at the facility, thereby reducing the need to rely upon the services of outside agencies to provide CNA staff.

A Current Employees:

Selection into the on-site course of instruction will be limited to those individuals who have had no corrective action at the written warning level or above within twelve (12) months prior to the date of application. Management reserves the right to limit the number of current employees exiting from any one department to participate in the course of instruction, subject to seniority and the availability of trained replacements.

1. Job Shadow. In order to ensure greater likelihood for success, employees who have submitted their names for consideration as candidates for the on-site course of instruction will be afforded a job shadow opportunity. This job shadow experience will be conducted on their own time without pay under the direction of CNAs employed by the Employer.

2. Agreement to Accept Available Open CNA Position. Employees who have applied for consideration as candidates for the Employer's on-site course of instruction will have the opportunity to review available open CNA positions to determine if a suitable schedule is available following successful completion of the required course of instruction. Employees who agree to accept an open CNA position upon successful completion of the required course of instruction will be required to relinquish their current job and the provisions of Article 6, Section 14 shall not apply. However, the Employer will compensate such employees at their current base wage rate for

all hours spent in attendance at the 75-hour course of instruction. In addition, the Employer will pay ONCE for the cost of the 75-hour course, and ONCE for the State of Iowa competency evaluation. Following successful completion of the course, but prior to successfully passing the State of Iowa competency evaluation, such employees will be paid the contractual wage rate applicable to uncertified nursing assistants or their current base wage rate. After successfully passing the State of Iowa competency evaluation, such employees will be paid in accordance with the contractual wage rates applicable to CNAs. Employees choosing to become part of the In-House CNA Pool will be paid the In-House CNA pool rate \$1.50 per hour above their current base wage rate, whichever is higher. The Employer will provide one uniform for employees to wear during the course of instruction.

3. Other Approved Courses of Instruction. The Employer will reimburse any employee who successfully completes other approved courses of instruction to become a CNA (i.e., for one course of instruction and one required testing), provided such employee has actually been employed as a CNA in good standing at the Good Samaritan Society following three (3) months employment with the Employer as a CNA.

4. Performance Standards. Employees who participate in the CNA Training Program will be required to comply with the same attendance and punctuality policies that apply to all other students enrolled in the Nursing Assistant Training Program, as well as all other employees of the facility. They will also be required to comply with all facility standards of good conduct.

5. Departmental Seniority. Employees who transfer into the CNA Trainee Program from another department will begin accruing departmental seniority in the nursing department commencing with their first date of instruction (see Article 6, Section 9 of the union contract).

B. Pre-hire CNA Students:

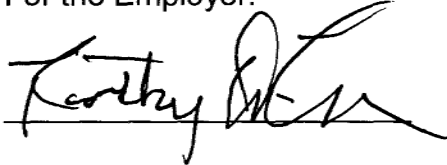
The Employer may pre-hire students for the local community college Nursing Assistant Training Program who have successfully passed the Employer's hiring requirements. These individuals will be classified as "CNA Trainees," hired with the initial assignment of attending the preferred on-site or other approved nursing assistant training program. Such CNA Trainees must complete a 75-hour course of instruction and clinical training program, and must successfully pass the State of

Iowa competency evaluation requirements within the allotted 4-month time frame following their date of hire.

1. Job Shadow. In order to ensure greater likelihood for success, pre-hired CNA Trainees will be afforded a job shadow opportunity prior to extending a conditional offer of employment. This job shadow experience will be conducted on their own time without pay, in accordance with HIPAA, under the direction of CNAs employed by the Employer.
2. Performance Standards. CNA Trainees will be required to comply with the same attendance and punctuality policies that apply to all other students enrolled in the Nursing Assistant Training Program, as well as all other employees of the facility. They will also be required to comply with all facility standards of good conduct.
3. Expenses. The Employer will pay ONCE for the cost of the 75-hour course, and ONCE for the State of Iowa competency evaluation. The Employer will provide one uniform for employees to wear during the course of instruction.
4. Compensation. The Employer will pay CNA Trainees in accordance with the contractual rates applicable to the "Other Employees" rate of pay specified in Article 15, Section 3 for all hours spent in the 75-hour course of instruction. Following successful completion of the course, but prior to successfully passing the State of Iowa competency evaluation, such employees will be paid the contractual wage rate applicable to uncertified nursing assistants. After successfully passing the State of Iowa competency evaluation, CNA Trainees will be paid in accordance with the contractual rates applicable to CNAs. Employees choosing to become part of the In-House CNA Pool will be paid \$1.50 per hour above the applicable CNA rate.
5. Probationary Period. The 3-month probationary period for CNA Trainees will begin with their date of hire.
6. Failure to Successfully Complete the Training Program. CNA Trainees who are unable to successfully complete the course and/or competency evaluation within a 4-month period from date of hire, will be eligible to apply

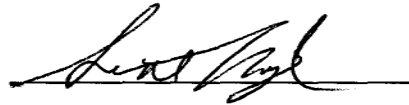
for any other classification vacancy in the facility, in accordance with center seniority. CNA Trainees who do not obtain certification within the 4-month period and who are not interested in applying for other vacancies at the facility will be terminated.

For the Employer:



Date: 2/15/18

For the Union:



Date: 2-12-18

UFCW DISTRICT LOCAL UNION 431

JERRY MESSER
PRESIDENT

LOIS TAYLOR
SECRETARY-TREASURER

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You can contact your local union
On the Internet

Our Website address is:

www.ufcw431.com

Please attend your union meetings